



Business Department  
School Administration Building  
304 New York Ave  
Oak Ridge, Tennessee 37830  
Phone (865) 425-9004  
Fax (865) 425-9060

## Request for Proposal

### **Description of items/services requested:**

The Oak Ridge Schools Board of Education (District) is requesting proposals for viable options from qualified insurance carriers for casualty, property insurance, and risk management services for the 2021/2022 policy term to include coverage for Property, Liability, Workers' Compensation, and Student Accident Insurance, subject to the terms and conditions of the Request for Proposal (RFP), and the accompanying specifications.

### **Responding to the Request for Proposal – Proposal Procedures/Requirements:**

All persons and firms wishing to submit proposals must obtain a complete copy of the Request for Proposal and submit all required forms as outlined in the solicitation document with their response.

Proposals, bids, or responses will be accepted by the Oak Ridge Schools Business Department no later than **March 5, 2021 2:00 PM EST**. Every proposal must be enclosed in a sealed envelope clearly marked with **“RFP Property & Casualty and Workers Compensation.”** **One original and five full copies** of the proposal must be submitted, with original signatures as required. Any response, bid, or proposal received after the above deadline shall be considered late, and will not be opened or considered. Facsimile or emailed responses will not be considered. Bid prices must be valid for no less than one hundred twenty (120) days from the date of the bid.

### **All documents shall be submitted to the following address:**

Mary Ann Riley, Purchasing Specialist  
RE: **(RFP #21-005) “RFP Property & Casualty and Workers  
Compensation”**  
School Administration Building  
304 New York Avenue  
Oak Ridge, TN 37830

**Important:** Respondents should allow sufficient time for delivery. Any Proposal arriving past the appointed date and time will be considered late and will not be opened.

**A public bid opening will be held on the date stated above, but no specifics regarding prices or services will be stated at that time. An evaluation committee will meet to review and score all bids. All committee scoresheets and notes will be made available to the public.**

**General Information:**

Oak Ridge Schools is requesting sealed proposals from qualified companies. Oak Ridge School invites any qualified proposer to respond to this RFP by submitting a proposal for such work, service, and/or items consistent with the terms and conditions herein set forth. It is the intent of Oak Ridge Schools to award a vendor(s) with a one (1) year contract with the option to renew annually, if agreeable by all parties. The initial contract period will be from July 1, 2021 until June 30, 2022.

**Disclosure:**

The District has their current coverage with Tennessee Risk Management Trust and has been a member for over a decade. This advertised template specification document was not created by District staff in its entirety. It is the result of reviewing other advertisements and assembling these specifications to meet the needs specific to Oak Ridge Schools. There is no bias toward any specific provider. **If there is anything in this document, which opposing providers considers or deems as proprietary in nature, the opposing carrier is to notify the Purchasing Specialist, Mary Ann Riley, by email [mariley@ortn.edu](mailto:mariley@ortn.edu) to evaluate the matter and determine the reasonableness and whether to apply such standard.**

**Schedule:**

RFP Issued	2/12/2021
Deadline for Questions from Proposers Regarding RFP	2/24/2021
Questions with Responses will be posted online	2/26/2021
Deadline for Submittal of Proposals	3/5/2021
RFP Evaluation of Criteria Begins	3/8/2021
Submitted for Board Approval	3/29/2021
Anticipated Award	4/5/2021
Implementation Date	7/1/2021

**Proposal Procedures/Requirements**

**Award of Contract:** The owner (Oak Ridge Schools) reserves the right to reject any and all bids, to waive any and all informalities, to negotiate contract terms with the successful bidder, and to disregard all non-conforming, non-responsive, or conditional

bids. Oak Ridge Schools may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed sub-contractors, and other persons and organizations to perform the work in accordance with the contract documents. The contract shall be awarded to the bidder, whose evaluation by the owner indicates that the award will be in the best interest of Oak Ridge Schools.

While total cost is naturally a factor, Oak Ridge Schools is likewise interested in the broadest coverage available with an excellent and responsible company. Price alone will not determine conclusively the awarding of the account. The intent will be to place the coverage through one source or agency based on the merits of the total "package." However, Oak Ridge Schools reserves the right to place separately coverage which is not critical to package treatment.

A great deal of underwriting information is included, and Oak Ridge Schools will furnish all possible, additional information requested. We have attempted to be as accurate as possible with all information furnished; however, no warranty is to be taken as expressed or implied. It is hoped that the attached underwriting information is sufficient for proposers.

It is understood that the "successful bidder," who may or may not be the lowest bidder, will not be announced until all issues, which include, but are not limited to quality, service, conformity to specifications, etc. have been resolved and until a period of review has been completed by the District. Oak Ridge Schools does not enter into contracts that provide for mediation or arbitration.

Oak Ridge Schools shall be supplied satisfactory proof of coverage of the required insurance (as shown in Appendix A), with Oak Ridge Schools being conspicuously named on the Certificate of Insurance as Certificate Holder for each insurance category.

The successful proposer agrees that they will function as an independent contractor and agrees to indemnify and hold harmless Oak Ridge Schools, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this RFP.

#### **General Conditions:**

It is hereby understood and agreed by all parties that the following general conditions and/or amendatory endorsements shall apply to all policies or contracts of insurance, unless specifically noted by exception:

- It is agreed that the insuring company shall not hold the insured, its employees, agent's servant and/or representatives responsible for faulty, incomplete or misleading information unless such information was intentionally withheld or altered;
- It is agreed and understood that knowledge of a loss or occurrence shall mean knowledge by an officer, manager, or consultant and then only as it relates to his scope of authority.

- Knowledge by an employee or subcontractor shall not constitute knowledge of an occurrence;
- Inadvertent failure of the Named Insured to report all exposures at the inception of this policy, which would normally or automatically be covered hereunder, shall not void coverage for the same;
- Any premium due for such exposure shall be paid by endorsement;
- The insurance company shall (preferably on a quarterly basis), forward to the insured written statements and reports of the status of any and all claims for damage made against the insured.

The successful proposer will be required to provide services based on RFP specifications and their proposal response, including any written and/or electronic communications provided during the evaluation process. Negotiations may be undertaken with the proposer whose understanding, qualifications, experience, fee schedule, and financial terms show them to be the company best qualified, responsible, and capable of performing the work and addressing the needs of the district.

Oak Ridge Schools reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted to the District within five (5) business days from date of request.

The terms, conditions and specifications listed in this proposal constitute the total terms and conditions that will be acceptable. Oak Ridge Schools will not be bound by conditions other than those stated. RFP award will be made to the best responsive company and/or firm meeting the requirements of the school district.

Oak Ridge Schools reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. Award will be made to the best company and/or firm to be determined by the school district, if awarded.

Any exceptions to the general conditions and specifications must be clearly stated in the RFP response. In addition, proposer should include a copy of any contract they may require with their proposal.

Costs not delineated in the RFP response will not be negotiated in the contract.

Proposer's recommendations must be in compliance with all local, state and federal regulations, laws, and licenses.

The successful proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, and in compliance with any and all reasonable rules of Oak Ridge Schools relative to the premises. No instructions given in the contract or RFP documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.

Any alteration to this RFP document by a proposer will deem that proposer's response to this RFP as null and void.

**Addenda - Revisions, Questions/Responses:**

Any and/all revisions made to this RFP prior to due date will be posted on the following website and will be the responsibility of the proposer to check for any and/all revisions, <https://www.ortn.edu/central-office/business-and-operations/open-rfps/> and [www.vendorregistry.com](http://www.vendorregistry.com) .

The District shall issue a written addendum if substantial changes, which impact the technical submission of Proposals, are required. A copy of the addenda will be posted online at our website: [www.ortn.edu](http://www.ortn.edu) In the event of a conflict with the original RFP documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The school district has the right at their discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond its control. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

**Non-Appropriation of Funds:** Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the customer shall have no continuing obligation under the terms of this Contract.

**Questions:** All questions related to specifications regarding this Request for Proposal must be submitted electronically no later than 4:00 PM Eastern Time, February 24, 2021 to the District's Purchasing Specialist, Mary Ann Riley, [mariley@ortn.edu](mailto:mariley@ortn.edu) **ALL questions must be submitted by e-mail and only e-mail questions will be answered.** All questions and responses are public and posted in a timely manner on the Oak Ridge School website [www.ortn.edu](http://www.ortn.edu) under the RFP section. No questions will be received after February 24, 2021.

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the District Purchasing Specialist and must be in writing. Every request for a written interpretation or correction must be received not later than 4:00 PM EST on February 24, 2021 in order to be considered. Requests may be submitted by email to [mariley@ortn.edu](mailto:mariley@ortn.edu) . Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation and posted online by the Purchasing Specialist as outlined above.

**Rejection of Proposal:** Proposals must be delivered to the specified location and received before the Proposal opening in order to be considered. Untimely Proposals will remain unopened and automatically disqualified. Proposals will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Proposals, or other material irregularities in an otherwise valid Proposal. **THE DISTRICT RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS WHEN IT DETERMINES IN ITS SOLE JUDGMENT AND DISCRETION THAT IT IS NOT IN ITS BEST INTEREST TO AWARD THE AGREEMENT.**

**Evaluation of the Proposal:** Proposals will be evaluated by a staff Evaluation Committee based upon the criteria and weighting set forth in "EVALUATION CRITERIA." (Appendix G)

**Completeness:** Each response will be reviewed prior to the selection process for completeness and adherence to format.

**Evaluation Process:** The District will rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on their merit and responsiveness. The District will develop and employ a grading scale when evaluating proposals based on insurance company ratings and financial rankings, coverage adequacy and scope of contract, professional qualifications, specialized experience and technical competence, service support capabilities of proposer, proposer's references from previous or current clients of comparable size to the District, ability to meet or exceed the specifications and standards of the RFP and product price.

The committee members will meet as appropriate to discuss the Proposals and their individual evaluations. Each committee member will complete an evaluation form, from which the overall ranking of Proposals is compiled.

A Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals based on the selection criteria. Oak Ridge Schools may elect to select multiple responsive, responsible Respondents, having the highest ranked Proposal, as a result of this solicitation. Any final agreement may be modified based on the District's acceptance of any alternatives listed in the Proposal that the District deems in its best interest.

All Respondents will be notified in writing of the committee's intended recommendation to the Board of Education regarding award of the Agreement. Alternatively, the committee may elect to submit the final ranking to the Board of Education for approval prior to commencement of negotiations and, upon approval of the ranking of Proposals, commence negotiations and execute an agreement as approved by the Board. All Respondents will then be notified in writing of the committee's intended award of the Agreement.

**Proposal Preparation & Submission:**

- All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP. Specifications are intended to be open and non-restrictive.



- It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted prior to the deadline as described above.
- All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope or package that is labeled according to the directions stated in the RFP.
- Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed or electronic proposal documents will not be accepted.

**Restrictive or Ambiguous Specifications:** It is the responsibility of the proposer to review the entire RFP document and to notify the Purchasing Specialist of Oak Ridge Schools [mariley@ortn.edu](mailto:mariley@ortn.edu) if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.

**Minimum Qualifications:**

- The insurance agent will maintain, at their expense, adequate insurance coverage to protect them from claims arising under the Workers Compensation Act and Professional Liability or Errors or Omissions Liability coverage in the amount of no less than \$2,000,000 per occurrence.
- Qualified proposers must be a qualified self-insured pool established under TCA 29-20-401 or an insurance company with an A.M. Best rating of A- or better. Any deviations from the above requirements must be disclosed in the bid submission.
- Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Proposal if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

**Claim(s) Adjustment Services:** The awarded proposer will administer the District's claim activities in accordance with the requirements of Tennessee Statutes and District policy. Types of claims to be administered include general liability, auto liability, public official errors and omissions, and workers' compensation, among others. The awarded proposer shall:

- 1) Administer all open, all newly filed, and all reopened claims on behalf of the District.
- 2) Administer claims in a timely, courteous, and equitable manner.
- 3) Utilize effective claims management techniques designed to contain costs and resolve claims as quickly as possible.
- 4) Maintain open communication with and provide excellent customer service to claimants, employees, other providers, and regulatory bodies.
- 5) Conduct field investigations and all customary investigative work as necessary.

- 6) Attend meetings, depositions, mediations, and other proceedings as necessary and provide the District with written updates on those proceedings.
- 7) Report claims in accordance with their respective written procedures.
- 8) Compile data for and file all notices and reports required by the State of Tennessee and/or other pertinent regulators.
- 9) Make contact with claimants within 24 hours of notification of a claim.
- 10) Provide review of all accounting and billing data received on the District's behalf to ensure accuracy.
- 11) Provide monthly claim status reports, with loss runs, to District Management, to include a summary and analysis of the District's claim history (i.e. trends, charts, graphs, etc.) by department and work group as requested.
- 12) Make all claims files and notes of any type, whether involving litigation or not, accessible to the District, whether online or otherwise.
- 13) Assist with coordination of light-duty programs for injured employees during their recovery period.
- 14) Make recommendations to improve claims handling and service.
- 15) Assist with training appropriate District staff on proper claims handling procedures, as agreed upon between the District and the awarded proposer.
- 16) Obtain approval from District prior to selection and/or use of outside legal representation to assist with litigated claims.
- 17) Notify the District of proposed or enacted changes in claims administration regulatory requirements that may affect the District.
- 18) At least every six months, review all open cases, including reserve amounts, in order to expedite settlement, and update District Management on claims status.
- 19) Provide the District with an annual stewardship report detailing claim counts, services rendered, and measurement of performance goals.
- 20) The District retains all ownership rights to loss data and claim files that are generated as a result of services provided by the awarded proposer, and as such, awarded proposer is to provide all claim data, files, documents, etc. in an electronic format to the District upon request, or within 10 days in the event that services are terminated.

**Proposal Document:** Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications.

**Specifications:** Oak Ridge Schools is seeking the best proposal for Property and Casualty Insurance and a Workers Compensation Program. Proposals may be submitted as a "package" or as individual policies. Unless offerors specify mandatory groupings of coverage, it is understood that any separate coverage may be chosen individually. It is also understood that coverages indicated as "optional" may or may not be purchased at the discretion of the Schools. The proposal should include insurance coverage as specified in Appendix A.

**Conflict of Interest:** All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the State of Tennessee, or any of its agencies (which includes Oak Ridge Schools). Further, all bidders must disclose the



name of any state or Oak Ridge School employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches. Bidding by Oak Ridge School employees is prohibited.

**Contractors, Subcontractors and employees:** If work is to be performed during regular school hours when children are present, the BOE reserves the right to require background checks, dress codes, and certain ethical standards of all employees on school property.

**Controlling Documents:** Compliance with Oak Ridge Schools' contract for coverage will be subject to all terms and conditions which comprise Oak Ridge Schools' General and Special Bid Conditions, if any, unless an exception is taken by the bidder to which Oak Ridge Schools has concurred in writing.

**Criminal Background Compliance:** Bidders shall be required to complete the attached Criminal Background Compliance Affidavit form in compliance with the provisions of Tennessee Code Annotated § 49-5-413.

**Deadline:** Any responses received after the scheduled closing time for the receipt for responses will not be considered.

**Default of Vendor:** In the event the Vendor defaults in performing this Contract, the Contractor agrees to pay Oak Ridge Schools all reasonable costs incurred in remedying such default, including a reasonable Attorney's fee.

**Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes to bids must be initialed. Any alteration, erasure, addition to or omission of required information, change of the specifications, or bidding schedule, is made at the risk of the bidder.

**Exceptions:** If the bidder takes exception to anything in the specifications or terms and conditions, the exception must be listed in bid. If necessary, you may supplement with an attachment. If no comments or exceptions are furnished, it will be assumed that no exceptions are being taken.

**Facsimile or Electronic transmissions:** Electronic transmissions will not be accepted except when in the course of the bidding process addendums or other notifications of errors on behalf of the owner places an undue hardship upon prospective bidders. Written notification by the owner must precede the acceptance of Facsimile transmissions.

**Hold Harmless Agreement:** Bidders shall be required to complete the attached Hold Harmless Agreement.

**Laws and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction and shall apply to the contract throughout, and they will be deemed to be

included in the contract the same as though herein written out in full.

**Legal Issues:** Contracts with Oak Ridge Schools will be subject to the laws of Tennessee. Disputes will be tried in the State of Tennessee and in the Court of Anderson County. Bid will be denied if these provisions are not included in the contract.

**Legal Requirements:** The successful bidder shall be responsible for compliance with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the items covered herein. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility for their bid.

**Non-Collusion Affidavit:** Bidder shall be required to complete the attached Non-Collusion Affidavit.

**Pricing:** If the Proposer is awarded a contract under this solicitation, the prices proposed by the Vendor shall remain fixed and firm during the term of the solicitation review and any subsequent contract.

**Public Acts of 2006:** In compliance with the requirements of Chapter 878, Public Acts of 2006, the Contractor hereby attests that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

**Purchase:** No purchase or contract is authorized or valid until the issuance of a Purchase Order from Oak Ridge Schools and the Board of Education approval of a project in accordance with Oak Ridge Schools Policy. No employee is authorized to purchase equipment, supplies, or services prior to the issuance of such Purchase Order and Board of Education approval.

**Sub-contracts:** The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a sub-contract under this contract must be acceptable to the Owner.

**Taxes:** Oak Ridge Schools is exempt from federal excise taxes and from state sales taxes on purchases of tangible personal property. Copies of the appropriate exemption documentation will be provided upon request. Contractors are responsible for the payment of taxes on tangible personal property which they use in the completion of their contracts, for which sales taxes have not otherwise been paid, irrespective of who holds title to the property or for whom the work is done.

**Title VI of the Civil Rights Act of 1964:** All interested parties, without regard of race, color, or national origin, shall be afforded the opportunity to bid and shall receive equal consideration. Title VI states "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program activity receiving Federal financial assistance." Oak Ridge Schools strives to protect individuals' civil rights through active compliance with the requirements of Title VI.

**ABOUT THE DISTRICT:**

Oak Ridge Schools is a City school district located in the City of Oak Ridge, Tennessee.

**Governance:** The Schools are overseen by a five-member board of education. (“Board”) that is elected by the citizens. Each member is elected to a four-year term with the elections being staggered so that not all positions are voted on during the same year.

**Schools:** 1 Preschool  
4 Elementary Schools  
2 Middle Schools  
1 High School

**Total Students:** 4,820

**Staff:** Teachers.....391  
Others.....279  
Food Service and Transportation are currently provided through Contracted Services (no bus drivers and only 2 grandfathered food service employees)

<b>FY21 Annual Budget:</b>	General Fund.....	\$61,154,449
	Federal Projects.....	\$4,798,134
	Food Services.....	\$2,508,891
	Other Funds.....	\$236,719
	Extended Child Care Program.....	\$456,651
	<b>TOTAL.....</b>	<b><u>\$69,154,844</u></b>

**Minimum Coverages and Exposures:**

- I. **Workers Compensation** – Standard Workers’ Compensation Insurance is to be provided in accordance with Tennessee Workers’ Compensation Law and Tennessee Statutory Limits.
- II. **Property** – all Buildings and Contents including:
  - **Property** – all Buildings and Contents including: Electronic Data Processing Equipment, Media & Extra Expense, Contractors’ Equipment & Miscellaneous Equipment, Valuable Papers and Money & Securities.
  - **Employee Blanket Bond** - all member employees including, but not limited to, elected officials, School Directors, Accountants, Bookkeepers and Finance Directors. *Coverage must comply with TCA 4-4-108 for blanket bonds and TCA 8-19-101 as replacement for individual official bonds.*
  - **Auto Liability & Physical Damage**

- **General Liability**
- **Comprehensive Cyber Liability** – including Media and Website; Security Breach Liability, Replacement or Restoration of Electronic Data, Extortion Threats, Business Income and Extra Expense, Public Relations Expense, Security Breach Expense – includes credit monitoring, notification and call center costs (*Only one deductible applies per claim*)
- **Boiler & Machinery**
- **School Leaders Errors & Omissions**
- **Student and Athletic Accident** for 4,763 Preschool through Twelfth Grade students (paid by District)
  - Includes, but not limited to all school sports, cheerleading, band and PE classes, job shadow programs, field trips, & travel to and from games.

**Most Recent Financial Statement and Audit Report:** The FY20 Audit is on the District’s website at [https://www.ortn.edu/Business-Office/ORS\\_FY20\\_Audit\\_Report.pdf](https://www.ortn.edu/Business-Office/ORS_FY20_Audit_Report.pdf)

**Current Exposure Information:** See Appendix H, Property Schedule, for current covered property, and “About the District” above for Workers Compensation and Student Accident.

**Loss and Historical Exposure Information:** For detailed loss and financial loss information for all lines of claims, please email [mariley@ortn.edu](mailto:mariley@ortn.edu).

**Current Insurance Coverage(s) and Minimum(s):** For current coverage and minimum coverages and exposures, see  
 Appendix D - Current Coverage (includes current coverage, deductibles, etc.)  
 Appendix E - Boiler & Machinery Specifications  
 Appendix F - Athletics & Student Accident Insurance.

***PREPARATION AND ORGANIZATION OF PROPSAL DOCUMENTS - Proposal Format Requirements and Specifications:***

Respondents shall submit one (1) original and a minimum of five (5) additional copies of the Proposal package. Please identify the original Proposal as “ORIGINAL.” In order to assist the District’s review process, **each submittal package shall be bound or submitted in three-ring binders.** All Proposal Responses to this RFP must be submitted in the following format: (Each section should be labeled with the corresponding letter and title, in the same order as requested) (i.e. the first item and your proposal will be “a. Firm Structure and Experience”)

Respondent is encouraged to include as much pertinent data and information under each section as necessary to ensure proper evaluation of its qualifications. Each section shall be evaluated separately on its own merit.

This document is a Request for Proposal. It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specification for the lowest price. Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price alone may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how a proposer's approach meet the desired requirements and needs of the District.

Standard brochures and specifications may be submitted as additional material but shall not be submitted as the primary qualification data.

**a. Firm Structure and Experience:**

1. Description of the firm and its relevant experience, including a statement of the date of establishment or incorporation under the present management structure. Statement describing the full extent of the responding firm's business, including all parent and subsidiary entities.
2. Brief history
3. Number of employees
4. Employee turnover
5. Number of years in existence
6. Local and overall organizational structure
7. Legal and other resources
8. Percentage of business by product line
9. Corporate office location and location of the office that will primarily service the account

**b. Qualifications:**

1. Must be a qualified self-insured pool established under TCA 29-20-401 or an insurance company with an A.M. Best Rating of A- or better. Please provide details of firm's qualification.
2. If not rated A.M. Best, then a copy of the most recent financial statement filed with the Tennessee Comptroller must be attached.
3. Proposer qualifications and licenses authorizing them to do business in the State of Tennessee must be included.
4. Description of the firm and its relevant experience, including a statement of the date of establishment or incorporation under the present management structure. Statement describing the full extent of the responding firm's business, including all parent and subsidiary entities.
5. Name and qualifications of qualified principal including number of years' experience in commercial lines insurance brokerage that will oversee all areas of coverage for the District.
6. How would your firm monitor the financial and managerial strength of existing and potential carriers?
7. Must be able to provide policies specifically tailored to the District as detailed in Appendix D.

**c. Company background and qualifications referenced:**

1. Five (5) clients from whom you have currently provided comparable services for K-12 or higher education. Please include contact name, address, telephone number, and email address for each reference.
2. Description of the firm's experience performing the type of services requested in this RFP, including description of current and recent arrangements with other clients for which similar services are performed.
3. Identification of any material litigation, administrative proceedings or investigations regarding your firm or team member that is ongoing or has been settled or otherwise concluded during the past two years.
4. Identification of any conflict of interest related to this proposal.
5. All responses must include, if respondent is incorporated, identification of the firm's state of incorporation and a statement that it is in good standing in that state, and, if the state of incorporation is not Tennessee, a statement that the respondent has complied with all filing requirements of that state.
6. All responses must include any termination of contracts by any school district or municipality with cause or due to failure to provide proper service to any school district.
7. Please provide any other information you feel makes your firm stand out among others in its ability to secure the desired coverage. Please refrain from making broad generalizations regarding the parent corporation and concentrate on the talent that would be directly involved in providing coverage and claims service to the District

**d. Experience providing insurance services to Government entities in Tennessee**

1. How many public entities does the Proposer serve?
2. Of those public entities, how many Tennessee public entities does the Proposer serve?
3. Of those public entities, how many Tennessee public school districts does the Proposer serve?
4. Detail your firm's expertise in specialty coverages for schools, such as environmental liability and cyber liability.

**e. Service Team:**

1. Provide an organizational chart indicating positions that would be servicing the District
2. Describe the proposed account team including their name, job title, current responsibilities, number of years of experience in the insurance industry, number of years with your firm, and professional qualifications of the primary staff who will be assigned to Oak Ridge Schools.
3. Provide resumes of these key individuals as an Appendix to this proposal
4. Include your approach to providing quality customer service and response times on services such as issuance of certificates of insurance and additional insured endorsements.
5. Number of full-time employees at your organization



6. How many years has the Proposer been in the business of workers' compensation administration? In Tennessee?
7. Describe the process of ensuring the Proposer is up to date on Tennessee Workers' Compensation law?
8. Does the Proposer have its own staff, or are services provided by a broker or other third-party vendors? List all providers associated with the Proposer and any associated relationships.

**f. System for aid to District Pre-and-Post Emergency Event**

1. Emergency contact. 24-Hour Emergency Name, Title, and Telephone Number
2. Describe what procedures and policies your company has to prepare for emergency events (i.e. hurricanes, fires, tornadoes, etc.) and what the company response time and procedures are after the emergency events.

**g. Project plan:**

1. Description of the firm's understanding of the District's insurance and risk management needs.
2. Description of the firm's approach to providing the types of services sought by the District
3. Description of the software and analytic capabilities of the firm
4. Outline the process you would employ to assist the District in evaluating its current safety and risk management programs.
5. Outline the process you would employ to assist the District in identifying new and emerging exposures.
6. If the District were to choose your team to be our broker going forward, how would you help us manage the transition?

**h. Required Services:**

1. Assisting the District in surveying, identifying, and analyzing loss exposures including periodic review of the valuation of District property and vehicle inventory. Does proposer provide property appraisals at no additional cost to the District?
2. Designing District insurance requirements for any outside party wanting to rent one of the District's premises. Does proposer provide this service?
3. Reviewing loss runs of all claims on a quarterly basis and consulting with the District regarding trends, problems and possible methods of improvements in claims processing. Does proposer provide this service?
4. Maintaining a good working relationship with the District's law firm on all contractual matters relation to property and casualty insurance for the District.

**i. Support services and training.**

1. Value added services – Describe the value-added services you would bring if you were selected (e.g. online access, training, reference library, loss control review, valuation assessments)

2. Implementation Plan – Supply an outline of an implementation plan including a timeline, key milestones, work streams, roles and responsibilities, and transition from current provider.
3. Describe your administrative systems and process for providing Certificate of Insurance
4. What is the average turn-around time for providing a Certificate of Insurance?
5. Will proposer provide Proof of Insurance Cards for all District-Owned Vehicles?

**j. Claims Service**

1. Complete explanation as to how claims are to be handled through your agency. Detail what the client's responsibilities are in reporting losses and instructions for completing, as well as copies of claims forms. Please be as specific as possible as to how claims will be handled for each area of insurance coverage (e.g. liability, workers compensation, student accident, auto)
2. List the address and phone number of the claims office that will provide the administration of claims for the District. (If different based on areas of coverage.... Please provide details.)
3. What options does the Proposer offer to receive claim reports outside of normal business hours?
4. Describe the quality control process provided for the administration of claims.
5. Describe the Proposer's claims management philosophy, processes, and approach.
6. Describe the Proposer's investigative procedures. Provide information on criteria used and type of experts used in the management of a claim.
7. Provide the qualifications and experience of Claims Adjustors, Supervisors and staff who will be assigned to our account
8. What is the Proposer's average claim load for an adjustor, supervisor, and manager? Please specify for record only, medical only, and indemnity claims.
9. Does proposer provide assistance with Physicians List for Workers Compensation to the District? Please provide details.

**k. Case Management**

1. How does the Proposer identify claims with subrogation potential and what procedures are used for recovery?
2. Does the Proposer provide case management services internally, or is it provided by a third party?
3. Describe the case management process including any additional cost or fees.

4. What is the average time for initial claims management contact with District, employee, claimant? Please provide specific examples for each type of insurance coverage to be provided. (i.e. workers compensation, student accident, general liability, etc.)

**I. Legal Services:**

1. Proposers who include legal services as part of their claims service are requested to submit information regarding who is used, their contractual relationship with the proposer, the individual or firms' qualifications and experience, and applicable costs, if additional. This should include legal consultation, pre-defense review, and claims defense.
2. Does the Proposer have legal counsel available for general legal questions regarding workers' compensation? If yes, what is the charge for the service (i.e. per call, per hour)?
3. Is defense of claims provided? If so, how (internal counsel or contracted)? If contracted, where is counsel located?
4. The District is seeking approval/agreement with Provider upon any legal firm for any employment disputes covered by any proposal award. Is this option available? If so, please outline process.

**m. Risk Management and Loss Prevention**

1. Attach a description of loss prevention services provided.
2. Include a recent example of a loss prevention service completed by the Proposer's firm.
3. Describe the specific risk management materials/resources that are available to the District. Indicate the additional charges, if any.
4. Provide the name(s), title and qualifications for staff that will be providing loss prevention services.
5. Describe the specific education and training that will be provided to District personnel.

**n. Conflict(s) of Interest**

1. Provide a statement of conflicts your firm; sub-consulting firms and/or key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, state so within your proposal.
2. Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of the District? If yes, Proposer will explain

**o. Disclosure of Commission and/or fees**

1. Proposer will fully disclose any and all commission and/or fees which would be payable, directly or indirectly, to any and all insurance intermediaries involved in the placement of the coverage(s) that is the subject of this RFP.

2. Commission Structure: Indicate commission rates on policies written
  3. Would any employee(s) of the Proposer receive a commission or other compensation for any insurance coverage lines proposed? If so, please provide details.
- p. Existing Claims “Run-Out” Management:** Proposer should provide a program and procedure for dealing with “run-out” or existing claims at the termination or non-renewal of any contract period. This should include but is not limited to continued existing claims management and defense, transfer or sale of existing claims to a new carrier or third party, assuming existent claims from an old carrier, and final disposition of existing claims. All associated costs are to be clearly identified. For the purpose and intent of this RFP, existing claims means any style or type of claim with a date of loss prior to July 1, 2021.
- q. Other information as specified or included for consideration**
1. Proposer should attach proof of Errors and Omission insurance, Professional liability and Employee dishonesty insurance
  2. Provide a description of the quality controls, checks and balances currently in place, including the approach to and frequency of internal audits.
  3. List the name of the vendor to which the Proposer anticipates subcontracting any additional services.
- r. Signature and Certification Requirements.** An individual submitting a Proposal must sign his/her name therein and state his/her address and the name and address of every other person interested in the Proposal as principal. If a firm or partnership submits the Proposal, state the name and address of each member of the firm or partnership. If a corporation submits the Proposal, an authorized officer or agent must sign the Proposal, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Tennessee must submit evidence of registration with the Tennessee Secretary of State for doing business in the State of Tennessee. Respondent must certify that all persons or entities having an interest as principal in the submittal of the Proposal or in substantial performance of the Work have been identified in the Proposal forms.
- s. Completion of Coverage Summary Comparison** Due to variations in insurance contracts and ratable exposures, all proposers are expected to complete the coverage summary comparison forms thoroughly and accurately. Discrepancies could invalidate the proposal. **IMPORTANT NOTE:** When completing the coverage summary comparison forms, it is imperative that they be completed thoroughly and accurately. If they are not completed accurately, and any restrictive terms are not divulged, your proposal will be disqualified.

- t. Yearly Return on Premium Policy:** Does the company give a refund if the member saves the company money throughout the year and what percentage would be given back to the District if premium payouts are lower than expected?
- u. Exceptions:**
1. Any and all deviations from the specifications must be individually identified as an alternative proposal or specific deviations from the specifications. If no exceptions are stated, it will be understood that all general and specific conditions will be complied without exception.
  2. Exclusions: In addition to item 1, include Appendix E, Inclusion/Exclusion Q/A with appropriate “Included” or “Excluded” marked for each specific coverage area.
- v. Policy/Contract Format:** The District may benefit if able to combine coverage options from more than one proposal. Each proposer should state the extent to which individual coverage being proposed are separable without a change in premium cost.
- w. Sample Policies, Endorsements and Rate Worksheets:** The District requests that sample policy forms and endorsements be provided with proposals for a fair analysis of coverage as well as price. Proposers are requested to submit with the proposals rate worksheets or a schedule of net rates.
- x. Copy of sample reports available to District regarding claims and indicate the frequency of such.** (*Proposers should indicate the accessibility of online claim management information*);
- y. Early Payment Discount** – Payment terms offering a “prompt payment discount” of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty-five (45) calendar days or greater. Please outline specific details and percentage discount to be offered for early payment.
- z. REQUIRED FORMS:**
1. **Criminal Background Compliance Affidavit**
  2. **Hold Harmless Agreement**
  3. **Non-collusion Affidavit**
  4. **Iran Divestment Act Form**
  5. **Appendix A – Proposal and Cost Certification Sheet**
  6. **Appendix B – Price Quote Details**
  7. **Appendix C – Inclusion/Exclusion Questionnaire**

**Only bids returned in the above-referenced format with the proper forms will be accepted. Packages must be sealed and marked as an RFP document. Any RFP may be withdrawn prior to the date of opening, March 5, 2021.**

**CRIMINAL BACKGROUND COMPLIANCE AFFIDAVIT**

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an Employer contracting with the Oak Ridge School Board of Education to provide services having direct contact with children or access to grounds of an Oak Ridge public school while students are on grounds, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
  
2. The Company submits this Affidavit pursuant to T.C.A. § 49-5-413 as amended effective September 1, 2007, for entities entering into contracts with a local board of education where the Company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.
  
3. The Company is in compliance with the terms of T.C.A. § 49-5-413.

Further affiant saith naught.

Principal Officer

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

**My commission expires:** \_\_\_\_\_



**HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement is between

\_\_\_\_\_  
Name of Proposer

(hereinafter Proposer), and Oak Ridge Schools named in this RFP.

Proposer agrees that as a condition precedent to "Proposer" being awarded a contract from Oak Ridge Schools, "Proposer" agrees to indemnify, protect, defend, and hold harmless Oak Ridge Schools, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against Oak Ridge Schools, its Board Members, agents, and employees alleging injuries or damages sustained by any person arising out of or in the course of "Proposer's" providing goods or services to Oak Ridge Schools.

Name of Proposer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF TENNESSEE**

County of \_\_\_\_\_

\_\_\_\_\_ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Signature

Witness by hand and Notaries seal at office this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**My Commission Expires:** \_\_\_\_\_

\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY Proposer

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is of the party making the foregoing proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer neither possesses a business relationship with any employee of the District which may be involved in the award or administration of the project nor has received or solicited either directly or indirectly any inside information from an employee of the District which would give the proposer an advantage over any other proposer; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham bid, or that anyone shall refrain from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposal for insurance or any other proposer, or to fix any overhead, profit, or cost element of the proposed price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract or any interested in the proposed contract; that all statements contained in the insurance proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposed price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Typed Name of Officer

\_\_\_\_\_  
Office

Notary Seal

**WARNING! PROPOSALS WILL NOT BE CONSIDERED UNLESS THIS AFFIDAVIT IS COMPLETED AND EXECUTED, INCLUDING THE AFFIDAVIT OF THE NOTARY AND THE NOTORIAL SEAL.**

**IRAN DIVESTMENT ACT REQUIREMENTS**

Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is posted on the website of the Tennessee General Services Department's Central Procurement Office\*. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

**CERTIFICATION**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to *T.C.A.* § 12-12-106.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Name of Firm/Company*

\*[https://tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106. Iran Divestment Act-July.pdf](https://tn.gov/assets/entities/generalservices/cpo/attachments/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106.%20Iran%20Divestment%20Act-July.pdf)

**APPENDIX A**

**REQUEST FOR PROPOSAL - Insurance Price Quotation Summary**

**Note:** See current products as shown in Current Coverage Appendix D. Oak Ridge Schools recognizes the important elements of design and cost when scripting the best coverage and value. Deviations from the Current Coverage as shown in Appendix D must be clearly identified. Attach summary of policy form and exclusions for each category of coverage proposed. Include name and claims payment ratings and financial rankings of each insurance company proposed.

	Annual Quoted Premium Amount	Meets or Exceeds District Current Coverage Limits? (as summarized on Appendix ___ Current/Minimum Coverage)		Can this coverage be purchased by itself at this price?	
		Yes	No	Yes	No
<b>I. WORKERS COMPENSATION PROGRAM</b>					
a. Professional, Clerical, & Teachers					
b. All other employees					
<b>II. PROPERTY &amp; CASUALTY PROGRAM</b>					
a. Property - all Buildings and Contents including Electronic Data Processing Equipment, Media & Extra Expense, Contractors' Equipment & Miscellaneous Equipment, Valuable Papers and Money & Securities					
b. Employee Blanket Bond					
c. Auto Liability & Physical Damage					
d. General Liability					
e. Cyber Liability					
f. Boiler & Machinery					
g. School Leaders Errors & Omissions					
h. Student and Athletic Accident					
<b>II Total Property &amp; Casualty Program Cost</b>					
<b>Total Workers Comp and Property &amp; Casualty Program Costs Proposed</b>					

Company Name: \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_

**APPENDIX A**

**Authorized Representative Signature** \_\_\_\_\_

**Representative Name (print)** \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Contact Fax Number \_\_\_\_\_

Contact Email Address \_\_\_\_\_

*The Proposer (by signing above) agrees to comply with all provisions and requirements as detailed in this Request for Proposal. They further agree to provide all products and services as defined in the statement of services and the terms and conditions as specified in this document. Proposer agrees to comply with all local, State and Federal laws. The Proposer assures, to the best of their ability, that all information submitted is accurate and was submitted without collusion with another party. By signing this Proposal, the signatory certifies legal authority to bind the proposing entity to the provisions of this proposal and any award pursuant to it. By signing this document, the proposer declares there are not conflicts of interest between the proposer and the District. Furthermore, the proposer certifies that neither they nor their subcontractors have ever been disbarred by any Federal, State, or Local Governmental Agency.*

APPENDIX B

Price Quote Coverage Details (for coverage quoted on Price Quote Summary)				
		Coverage (Maximum)	Deductible	Exclusion(s)
<b>I.</b>	<b>Workers Compensation -</b>			
	Professional, Clerical and Teachers			
	All Other Employees			
<b>II</b>	<b>Property &amp; Casualty Program</b>			
	<b>Property</b> (All Buildings and Contents including: Electronic Data Processing Equipment, Media & Extra Expense, Contractors' Equipment & Miscellaneous Equipment, Valuable Papers and Money & Securities)			
	<b>Boiler &amp; Machinery</b> - Comprehensive coverage including boiler, pressure vessels, mechanical & electrical machines including air conditioning, refrigeration equipment, electrical apparatus and electronic computer or electronic data processing equipment, including production machines unless otherwise specified.			
	Inland Marine			
	Electronic Data Processing			
	Miscellaneous Equipment			
	Extra Expense			
	Valuable Papers			



**APPENDIX B**

		Coverage (Maximum)	Deductible	Exclusion(s)
	Deductible			
	Employee Fidelity			
	Depositors' Forgery			
	Money Orders & Counterfeit Papers			
	General Liability including all employees as additional insured ( <i>occurrence form</i> )			
	Educators Legal Liability/Errors & Omissions ( <i>Claims Made Form</i> )			
	Employee Benefits Liability ( <i>Claims Made Form</i> )			
	Defense of Ouster			
	Automobile Liability			
	Auto Physical Damage			
	Auto Uninsured/Underinsured Motorist			
	Auto Med Pay			
	Athletic Participation Liability			
	Cyber Liability ( <i>Claims Made Form</i> )			
	Student and Athletic Accident			

\*NOTE: Type of coverage, maximum coverage, and exceptions for insurance coverage quoted on "1 Price Quote Sheet"

**APPENDIX C**

**Are the following items specifically "included" or "excluded" from quoted coverage? (Please provide additional information as necessary)**

		<b>Included</b>	<b>Excluded</b>
1	Physical damage to personally owned automobiles		
2	Property losses of a degenerative nature or from loss by insect or vermin, including mold, wear and tear, and deterioration		
3	Any loss from flood in flood zone "A" or zones prefixed in "A"		
4	Pollution		
5	Mold or Fungus		
6	War Risk		
7	Terrorism (unless Certified Act of Terrorism under TRIA Act)		
8	Aircraft Liability		
9	Medical Malpractice - Employed School Nurses		
10	Nuclear Liability or Damage		
11	Inverse Condemnation		
12	Asbestos Bodily Injury & Property Damage		
13	AIDS Liability		
14	Pension and Welfare Fiduciary Responsibility Insurance		
15	Electromagnetic Fields		
16	Wages		
17	Liability arising from organic pathogens		
18	Liability arising from virus(es)		
19	Liability arising from COVID		
20	Drones		
		<b>Yes</b>	<b>No</b>
21	Is there a mid-term charge for adding vehicles to coverage?		
22	Does coverage contain aggregate liability limits?		
23	Do you provide one (1) point of contact for all coverages and issues?		
24	Is a list of drivers required for coverage under Automobile?		
25	Do you pay dividends based on savings? (If so, please explain how that process works)		
Explanation			

APPENDIX D

Summary of Current (FY21) Insurance Coverage Limits and Deductibles		
<b>I. Workers Compensation - Statutory</b>	\$1,000,000/\$1,000,000/\$1,000,000	None
<b>II Property &amp; Casualty Program</b>		
<b>Property</b> (All Buildings and Contents including: Electronic Data Processing Equipment, Media & Extra Expense, Contractors' Equipment & Miscellaneous Equipment, Valuable Papers and Money & Securities)	Property – Blanket Building - Blanket Extra Expense - \$5,000,000	\$500 Deductible on all first party losses
<b>Boiler &amp; Machinery</b> - Comprehensive coverage including boiler, pressure vessels, mechanical & electrical machines including air conditioning, refrigeration equipment, electrical apparatus and electronic computer of electronic data processing equipment, including production machines unless otherwise specified.	*\$10,000,000 Limit per breakdown (See <i>detailed Summary of Boiler &amp; Machinery coverage details (Appendix E)</i> )	Repair or Replacement Cost
Inland Marine	Per Schedule	Actual Cash Value
Electronic Data Processing	\$1,000,000	Per occurrence including hardware, media and extra expense
Miscellaneous Equipment	\$500,000	Per occurrence
Extra Expense	\$5,000,000	Per occurrence

**APPENDIX D**

Valuable Papers	\$1,000,000	Per occurrence
Deductible	\$500	Each occurrence All First Party losses
Employee Fidelity	\$400,000	Each and every loss \$500 deductible on all first party losses
Depositors' Forgery	\$400,000	Each and every loss \$500 deductible on all first party losses
Money Orders & Counterfeit Papers	\$400,000	Each and every loss \$500 deductible on all first party losses
General Liability including all employees as additional insured	\$2,000,000	Per Occurrence (Includes Sexual Harassment, Sexual Misconduct, Corporal Punishment and Teacher's Professional Liability)  Sexual Abuse Coverage for Accused Perpetrator  (Discretionary legal defense available up to \$35,000 for falsely accused perpetrator)

**APPENDIX D**

Educators Legal Liability/Errors & Omissions	\$2,000,000	Per Occurrence, \$2,500 Retention Includes Non-Monetary Defense Costs \$100,000 Annual Aggregate/\$2,500 Deductible
Employee Benefits Liability	\$2,000,000	Per Occurrence/\$2,500 Deductible
Defense of Ouster	\$100,000	Per Occurrence/Defense Only
Automobile Liability	\$2,000,000	Per Occurrence
Auto Physical Damage	Included	Actual Cash Value (Collision & Comprehensive) \$500 Deductible
Auto Uninsured/Underinsured Motorist	\$2,000,000	Per Occurrence
Auto Med Pay	\$5,000/\$100,000	Any one Person/Any one Claim
Athletic Participation Liability	\$2,000,000	Combined Single Limit
Cyber Liability	\$1,000,000	Each and every loss (\$1,000 deductible)
Student and Athletic Accident	\$25,000 per accident *(See Athletics & Student Accident Program Specifications on Appendix F)	None
<p><b>Note:</b> Limits are paid according to the Tennessee Tort Liability Act. These limits are \$300,000 for Bodily Injury to one person in one accident, \$700,000 for two or more persons and \$100,000 Property Damage. Limit is \$2,000,000 per occurrence if immunity defense does not apply.</p>		

**APPENDIX E**

**Boiler & Machinery Coverage Specifications**

**Coverage:** Comprehensive coverage covering boiler, pressure vessels, mechanical & electrical machines including air conditioning, refrigeration equipment, electrical apparatus and electronic computer or electronic data processing equipment including production machines unless otherwise specified.

The limits of insurance for property damage and the coverage extensions and limitations are part of, not in addition to, the total limit per breakdown. If included is shown under limit of insurance for property damage or a coverage extension or limitation, then the limit for such coverage is part of, not in addition to, the other limit of insurance identified.

**Premises:** All premises on file, except any listed separately

**Valuation:** Repair or replacement cost

<b>Limit(s) per Breakdown</b>	<b>\$10,000,000</b>
Property Damage (Included in total limit per breakdown)	INCLUDED
Expediting Expense	\$500,000
Extra Expense (Included)	INCLUDED
Extended Period of Restoration (# of Days of Coverage)	30
Spoilage Damage	\$500,000
Utility Interruption - Spoilage coverage applies only if the interruption lasts at least (waiting period - hours)	8
Electronic Data or Media Coverage	\$ 500,000
Errors in Description Coverage	INCLUDED
Fungus, Wet Rot & Dry Rot Coverage - Property Damage	\$ 100,000
Hazardous Substance Limitation	\$ 500,000
Newly Acquired Locations	\$ 5,000,000
(# of days of coverage)	90
Ordinance of Law (Including demolition and increased cost of construction) Coverage	\$ 2,500,000
Refrigerant Contamination Limitation	\$ 500,000
Water Damage Limitation	\$ 1,000,000
Conditional & Optional Coverages - Number of Days for notice of Cancellation	\$ 60

**Deductibles:** The deductible applies only to a coverage for which an amount, hours, days, times daily value, or the word INCLUDED is shown.  
 Property Damage - \$5,000/ Extra Expense - 24 Hours/ Spoilage Damage - Included in Property Damage  
 Deductible/Refrigerant Contamination - Included in Property Damage Deductible

**APPENDIX F**

**Athletics and Student Accident Program Specifications**

**Coverage:** Program includes coverage for, but not limited to:

All School Sports, Cheerleading, Band & PE Classes, Job Shadow Programs, Field Trips, Travel to and from Games

The limits of insurance for property damage and the coverage extensions and limitations are part of, not in addition to, the total limit per breakdown. If included is shown under limit of insurance for property damage or a coverage extension or limitation, then the limit for such coverage is part of, not in addition to, the other limit of insurance identified.

**Limits:** Student Accident coverage provided with **no deductible** and a medical maximum benefit of \$25,000 per accident. Specific sublimits apply for covered expenses (see schedule of benefits)

All benefits are provided on a **Full Excess** basis for covered expenses. This means that covered expenses will be paid when they are "in excess of any other plan providing medical expense benefits." Thus, parents must submit all bills to their primary provider first. The accident policy program will consider the unpaid balances for covered expenses up to the limits of the policy. A Proof of Loss (claim form) must be submitted within 90 days. No claim will be considered if Proof of Loss is not submitted within 365 days after the accident.

<b>BENEFITS</b>	Maximum Limit - Plan Purchased by District (Full Excess)	\$25,000 per Accident
<b>Physicians</b>	Surgery/fracture care fees - U&C..... (\$6,000 Max.)	
	Non-surgical visits or consultations.....\$125 per visit	
	Physical therapy.....\$50 visit/Max \$1,000	
<b>Hospital</b>	In-patient room and board.....Semi-private room	
	In-patient miscellaneous charges.....\$6,000 per injury	
	Out-patient charges (non-surgical).....\$1,000 per injury	
	Out-patient charges (surgical).....\$5,000 per injury	
<b>Diagnostic X-Rays, MRIs, CAT Scans</b> .....	\$2,000 per injury	
<b>Dental</b> Amount payable for each injured sound, natural tooth.....	\$1,000 per tooth	
<b>Orthopedic Appliances</b> .....	\$1,500 per injury	
<b>Ground Ambulance Service</b> .....	\$1,000 per injury	
<b>Maximum Motor Vehicle Accident Benefit</b> .....	\$1,000 per injury	

*The student accident coverage applies to all students including Pre K and Head Start Programs but does not cover participants in adult education programs beyond PreK-12.*



**APPENDIX G**

Evaluation Committee Member Name:

Proposer

**Evaluation Criteria  
Insurance Proposal - RFP# 21-005**

Evaluation and selection will be based upon written qualifications and proposals with emphasis on the following general criteria:

	<b>Criteria</b>	<b>Weight</b>	<b>Score</b>	<b>Total</b>
<b>1</b>	<b>Background and Qualifications</b> *Demonstrated experience in providing risk management and insurance services to clients with similar needs as the District. *Technical ability, capabilities and capacity of the firm to provide risk management and insurance as described herein, including legal coverage.	15%	8.00	1.20
<b>2</b>	<b>Personnel</b> *The knowledge, skills, experience and professional credentials of the key personnel to be assigned to the District.	10%	7.00	0.70
<b>3</b>	<b>Technical Merit</b> Approach to risk management and insurance an overall responsiveness to the RFP including: *Completeness of proposal *Clarity of proposal Adequately addresses the needs of the District	25%	6.00	1.50
<b>4</b>	<b>Cost Effectiveness</b> Proposed cost for services to be provided	50%	10.00	5.00
	<b>TOTAL</b>	<b>100%</b>	<b>31.00</b>	<b>8.40</b>

Evaluation Rating Scale - 1 through 10:

More than adequate.....	8 to 10
Adequate.....	5 to 7
Less than adequate.....	1 to 4
Not covered in proposal.....	0

## Appendix H

Property	Address	City	Building Value	Contents	Totals
School Administration	304 New York Avenue	Oak Ridge	5230032	300000	\$ 5,530,032.00
Schools Administration Annex	304 New York Avenue	Oak Ridge	444891	125000	\$ 569,891.00
Storage Shed	304 New York Avenue	Oak Ridge	2918	5000	\$ 7,918.00
Willowbrook Elementary	298 Robertsville Road	Oak Ridge	16623021	1773419	\$ 18,396,440.00
Portable Classroom	298 Robertsville Road	Oak Ridge	272420	18750	\$ 291,170.00
Portable Classroom	298 Robertsville Road	Oak Ridge	272420	18750	\$ 291,170.00
Woodland Elementary	168 Manhattan Avenue	Oak Ridge	13500648	1254340	\$ 14,754,988.00
Portable Classroom	168 Manhattan Avenue	Oak Ridge	261300	18750	\$ 280,050.00
Linden Elementary School	700 Robertsville Road	Oak Ridge	13002648	1737262	\$ 14,739,910.00
Storage Shed	700 Robertsville Road	Oak Ridge	1520	500	\$ 2,020.00
Pump House	700 Robertsville Road	Oak Ridge	6720	20000	\$ 26,720.00
Glenwood Elementary School	125 Auduben Road	Oak Ridge	12669611	1528111	\$ 14,197,722.00
Storage Shed	125 Audubon Road	Oak Ridge	2280		\$ 2,280.00
Outdoor Classroom/Metal Covered Shed	125 Auduben Road	Oak Ridge	33228		\$ 33,228.00
Robertsville Middle School	245 Robertsville Road	Oak Ridge	23196370	2269510	\$ 25,465,880.00
Storage Building/Track	245 Robertsville Road	Oak Ridge	65247		\$ 65,247.00
Jefferson Middle School	200 Fairbanks Raod	Oak Ridge	22883970	2987385	\$ 25,871,355.00
Storage Building	200 Fairbanks Road	Oak Ridge	27563	1000	\$ 28,563.00
Oak Ridge High School	1450 Oak Ridge Turnpike	Oak Ridge	81590634	8993750	\$ 90,584,384.00
G Building/Alternative School	1450 Oak Ridge Turnpike	Oak Ridge	6212923	1500000	\$ 7,712,923.00
Portable Classroom	1450 Oak Ridge Turnpike	Oak Ridge	224640	750000	\$ 974,640.00
Portable Classroom	1450 Oak Ridge Turnpike	Oak Ridge	224640	750000	\$ 974,640.00
Portable Classroom	1450 Oak Ridge Turnpike	Oak Ridge	224640	750000	\$ 974,640.00
Soccer Field	1450 Oak Ridge Turnpike	Oak Ridge	497488		\$ 497,488.00
Concessions/Restroom	1450 Oak Ridge Turnpike	Oak Ridge	230956		\$ 230,956.00
Running Track	1450 Oak Ridge Turnpike	Oak Ridge	750185		\$ 750,185.00
Storage Building	1450 Oak Ridge Turnpike	Oak Ridge	31872		\$ 31,872.00
Storage Building	1450 Oak Ridge Turnpike	Oak Ridge	23600		\$ 23,600.00
Storage Building Behind Cooling Tower	1450 Oak Ridge Turnpike	Oak Ridge	2950	2000	\$ 4,950.00
Soccer Field & Concession Stand	1450 Oak Ridge Turnpike	Oak Ridge	138579		\$ 138,579.00
Storage Shed @ Welding Shop	1450 Oak Ridge Turnpike	Oak Ridge	3040		\$ 3,040.00
Conex Box	1450 Oak Ridge Turnpike	Oak Ridge	1500		\$ 1,500.00
Welding Shop Carport	1450 Oak Ridge Turnpike	Oak Ridge	2452		\$ 2,452.00

## Appendix H

Football Stadium	144 Broadway Avenue	Oak Ridge	2143822		\$ 2,143,822.00
Lower Ticket Booth	144 Broadway Avenue	Oak Ridge	28512		\$ 28,512.00
Visitors Restroom	144 Broadway Avenue	Oak Ridge	70962		\$ 70,962.00
Storage Building	144 Broadway Avenue	Oak Ridge	13196		\$ 13,196.00
Upper Ticket Booth	144 Broadway Avenue	Oak Ridge	1466		\$ 1,466.00
Visitors Concession	144 Broadway Avenue	Oak Ridge	42828		\$ 42,828.00
Press Box/Team Room	144 Broadway Avenue	Oak Ridge	533500		\$ 533,500.00
Upper Concession	144 Broadway Avenue	Oak Ridge	257656		\$ 257,656.00
Doc Combs Pavilion	144 Broadway Avenue	Oak Ridge	15255		\$ 15,255.00
Storage Building	100 Woodbury Lane	Oak Ridge	31845	35000	\$ 66,845.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Conex Box	100 Woodbury Lane	Oak Ridge	1725		\$ 1,725.00
Covered Storage	100 Woodbury Lane	Oak Ridge	5096		\$ 5,096.00
Pre School	157 Carver Ave	Oak Ridge	1000000	500000	\$ 10,500,000.00
Mobile Equipment	Various				\$ 97,835.00
					\$ 237,251,206.00

## Appendix H

Vehicle Department	Year	Make	Model	VIN
Administration	1998	Dodge	CARAVAN VAN	2B4FP2530WR629130
Administration	2000	Ford	WINDSTAR VAN	2FMZA5145YBC87067
Administration	2006	Ford	ESCAPE	1FMYU93196KA56639
Administration	2011	Dodge	GRAND CARAVAN	2D4RN4DG8BR600042
Administration	2017	Dodge	CARAVAN	2C4RDGBG9HR554492
Administration	2017	Dodge	GRAND CARAVAN	2C4RDGBG7HR793720
Administration	2017	Dodge	RAM VAN	ZFBERFABXH6D96953
Administration	2019	Dodge	Grand Caravan	2C7WDGCG1KR649494
Band	1996	GMC	PICKUP	1GTHK39J3TE549824
Band	2006	Ford	F350 PICKUP	1FTWW31P46EA30913
Food Service	1997	Plymouth	VOYAGER VAN	2P4FP2533VR439142
Food Service	2003	Chevrolet	CG2 VAN	1GCFG25T631116323
Food Service	2020	Ram	Promaster City	ZFBHRFAB4L6R57232
Maintenance	1990	Chevrolet	TANDEM TRUCK	1GBG6D1A2LV101726
Maintenance	2001	Dodge	DUMP TRUCK	3B6MC36531M519950
Maintenance	2001	Dodge	PICKUP TRUCK	1B7HC16X01S170059
Maintenance	2002	Ford	F450 TRUCK	1FDXF46S62EC95667
Maintenance	2002	Ford	WINDSTAR VAN	2FMZA50492BA84174
Maintenance	2003	Ford	PICKUP TRUCK	1FTRF17233NB67253
Maintenance	2003	Ford	VAN	1FTPE24213HB24548
Maintenance	2004	Ford	F250 TRUCK	1FDNF20L04EB71958
Maintenance	2005	Ford	F350 DUMP TRUCK	1FDWF36Y65EA33758
Maintenance	2005	Ford	FRE VAN	2FMZA50695BA26409
Maintenance	2006	Chrysler	TOWN & COUNTY VAN	2A4GP44R46R756160
Maintenance	2006	Ford	F250 TRUCK	1FTNF20546EA56188
Maintenance	2006	Ford	F350 PICKUP	1FDSF35546ED26906
Maintenance	2008	Ford	E250 VAN	1FTNE24W58DA29077
Maintenance	2008	Ford	F550 BUCKET TRUCK	1FDAF57R38EB67418
Maintenance	2010	Ford	E350 12 PSGR VAN	1FBNE3BLXADA14941
Maintenance	2010	Ford	F250 TRUCK	1FTSW2B51AEAEA72227
Maintenance	2013	Dodge	CARAVAN	2C4RDGBG8DR787306
Maintenance	2013	Dodge	GRAND CARAVAN	2C4RDGBG9DR787296
Maintenance	2013	Ford	F150 PICKUP	1FTFW1EF9DKD30838

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Maintenance	2016 Ford	F350 SUPERCAB PICKUP	1FD8X3B6XGED15365
Maintenance	2016 Ford	F450 DUMP TRUCK	1FDUF4HY3GEB18229
Maintenance	2017 Dodge	RAM 250 PICKUP	3C7WR5ATXHG558356
Maintenance	2019 Dodge	RAM	3C6URVHG8KE500527
Maintenance	2019 Dodge	RAM	3C6URVHGXKE500528
Special Education	2018 Dodge	VAN	2C4RDGBG6JR187900
Technology	2018 Dodge	PROMASTER VAN	3C6TRVDG6JE108050
Technology	2018 Nissan	NV200	3N6CM0KN1JK697499

## Appendix H

Mobile Equipment Description	Department	Year	Make	Model	Serial Number
Robotics Trailer		2019	FRDM	190	5WKBE1427K1058190
ORHS CARGO TRAILER	BAND	2005			5KXBV36245M004145
Carry-On 7x12 Utility Trailer	Band	2017			4YMBU1216HGO84303
BOBCAT 7x18' TANDEM UTILITY TRAILER	MAINTENANCE				1C9BU18226W998323
ESCALATE HYDRALIC TRAILER	MAINTENANCE				5CUBE35101A000313
FORD 3910 TRACTOR #1 - SWEEPER	MAINTENANCE				BB85407
FORD 3910 TRACTOR #2	MAINTENANCE				39788010300
HUSTLER 7x14 UTILITY TRAILER	MAINTENANCE				4DMBS151871038785
HUSTLER 7x14' UTILITY TRAILER	MAINTENANCE				4DMBS151471038556
HUSTLER 7x20 UTILITY TRAILER	MAINTENANCE				4DMBS2024E1045915
HUSTLER 7x20' UTILITY TRAILER	MAINTENANCE				4DMBS232071037258
HUSTLER 7x21 UTILITY TRAILER	MAINTENANCE				4DMB52121E1046082
JOHN DEERE 4x4 BACKHOE	MAINTENANCE				LV0110T210994
JOHN DEERE 4x4 UTILITY TRACTOR	MAINTENANCE				LV5205C820823
LAUB 7x16' ENCLOSED TANDUM CARGO TRAILER	MAINTENANCE				5BFCB162X8J034486
TRI-DECK FINISH MOWER	MAINTENANCE				0865-21219
NISSAN FORK LIFT	MAINTENANCE	1996			KAPH02-900891
CLARK "GENESIS" BATTERY FORK LIFT	MAINTENANCE	2000			ECG358-0352-6859FB
BOBCAT GATOR 4x4 UTILITY VEHICLE	MAINTENANCE	2016			4XAB3C3A6G8012050
CENTERVILLE 5x11' LOW ANGLE TILT TRAILER	MAINTENANCE	2017			5JVTT1120H1003463
JROTC Trailer	ROTC	2020	Interstate	VICT612SAFS	4RAVS121XLG000933