

**CITY OF PARK HILLS, MISSOURI**

**MUNICIPAL INSURANCE**

**REQUEST FOR PROPOSALS**

**NOTICE**

The City of Park Hills, Missouri will accept bids for Municipal Insurance, this includes liability, automobile, property, and worker's compensation.

**SUBMITTALS MUST BE SEALED AND LABELED AS "SEALED BID FOR INSURANCE" AND ADDRESSED TO:**

**City of Park Hills, City Administrator, 9 Bennett Street, Park Hills, MO 63601.**

**SUBMITTALS MUST BE RECEIVED BY:**

**3:00 p.m. Monday, November 5, 2023**

**QUESTIONS MAY BE DIRECTED TO:**

**Zach Franklin**

**City Administrator**

**573-431-3577**

Standardized Specifications for Municipal Insurance packets will be available at City Hall, 9 Bennett Street, Park Hills, MO 63601

STANDARDIZED SPECIFICATIONS  
FOR  
MUNICIPAL INSURANCE

City of Park Hills, Missouri

Due

3:00 p.m. Monday November 5, 2023

Office of City Administrator  
9 Bennett St.  
Park Hills, MO 63601

CONDITIONS AND INSTRUCTIONS  
TO BIDDERS

In this competitive process, such services will be factored into the final comparison. Therefore, when presenting your firm's proposal please also address how your firm would provide such services as outlined in later sections of this RFP.

In addition to the requirements set forth in the specifications, all bidders shall be responsible to familiarize themselves and comply with the following instructions:

1. Sealed bids will be accepted at the Office of the City Administrator until the hour and date specified. No proposal will be considered if received after the date and hour specified.
2. The bids will be opened publicly on Monday, November 5, 2023 at 3:00 p.m.
3. The bids will be decided on publicly during the City Council meeting beginning at the time of 6:00 p.m. on the date of November 14, 2023.
4. The city reserves the right to reject any or all proposals or any part thereof.
5. All proposals shall be deemed final, conclusive, and irrevocable and shall not be subject to correction or amendment for any error or miscalculation or for any other reason.
6. The right to reject any/or all bids and to waive any informalities in the bid or to accept the one that, in the judgment of the City, will be in the best interest and/or most advantageous to the City is hereby expressly reserved by the City.
7. No increase in price shall be permitted during the term of a Contract except in those lines of insurance where changes are a normal practice in the insurance industry and the possibility of such shall be disclosed with in the proposal.
8. Bids may be withdrawn at any time prior to 3:00 p.m. on Monday, November 5, 2023.
9. Premiums bid will be binding for 60 days after the bid opening.
10. Liability, automobile, and property insurance policies are to be effective January 1, 2024 at 12:01 a.m. with a policy term of at least one (1) year.
11. Worker's Compensation insurance policy is to be effective April 1, 2024
12. All proposals or bids submitted must contain a statement indicating that those costs or premiums quoted are guaranteed through January 1, 2025

13. Bids must be submitted in a sealed, opaque envelope, clearly marked, Sealed Bid for Insurance.
14. Commercial insurance will be placed only with companies that have at least a general policyholder's rating of A- and a financial rating of XII as published in the most recent edition of Best's Key Rating Guide. Pools or Trusts must have excess insurers with similar ratings.
15. Agents may submit additional information and data that they believe may be helpful to the City in the evaluation of the coverages and the company(ies) represented.
16. Bidders shall read thoroughly and understand the requirements in relation to the bid which is submitted.
17. Quotations will be accepted on all or any part of the specifications, but preference will be given to those firms or companies that can provide the entire municipal insurance package.
18. Requests for additional information should be directed to:

Office of City Administrator  
9 Bennett St.  
Park Hills, MO 63601  
(573) 431-3577

### NAME INSURED

The name insured on all insurance policies shall be the City of Park Hills 9 Bennett St., Park Hills, MO 63601 In addition to the Named Insured, this insurance shall also include as an insured any official, trustee, employee or member of a board or commission of the City while acting within the scope of his/her duties as such, and any person, organization, trustee, or estate to whom the City is obligated by virtue of written contract or agreement to provide insurance such as is offered by this insurance, but only in respect to operations by or on behalf of the City of Park Hills.

### TERRITORY

Insurance to be purchased by the City shall apply within the 50 states comprising the United States of America, including its territories and possessions, Puerto Rico and Canada.

## **INSURANCE COVERAGES**

The City of Park Hills is requesting bids for coverage the same or similar to the City's current policies including the below listed coverage types. Bidders making recommendations for increased/decreased or additional/reduced coverage can indicate such on their bid. Current coverage limited will be provided by the city.

### **SECTION I: PROPERTY COVERAGE**

Provided on an occurrence basis

#### **A. COVERED PROPERTY**

The Insurer agrees to indemnify the City on a replacement cost basis, not to exceed 120% of the values listed on the most recent Property Schedule, for direct physical loss or damage to Covered Property from a Covered Cause of Loss (including flood and earthquake).

However, the Insurer agrees to indemnify the City for a Covered Cause of Loss to Heavy Equipment at the lesser of the cost to repair or the Actual Cash Value for items listed on the most recent Heavy Equipment schedule on file.

##### **1. Covered Property**

Covered Property, as used in this Coverage Part, means all Buildings, Business Personal Property, and Heavy Equipment in which the City has an insurable interest, and that is listed on the City's most recent Property Schedule or Heavy Equipment Schedule on file. An Automobile is not covered under this Coverage Part.

a. Building(s) means the buildings or other structures at a Scheduled Location, including:

- i. Completed additions;
- ii. Fixtures, including outdoor fixtures;
- iii. Machinery and equipment permanently attached to the building;
- iv. Personal property owned by the City that is used to maintain or service the buildings, structures or grounds; and
- v. When the construction and/or work is being completed by an "employee(s)" and if not covered by other insurance:

- (a) New construction, renovations and additions under construction, alterations and repairs to the buildings or structures; and
- (b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the City's premises, used for making

alterations or repairs to the buildings or structures.

- b. Business Personal Property located in or on the buildings at a Scheduled Location or in the open (or in a vehicle) within the Coverage territory, consisting of the following:
  - i. Furniture and fixtures;
  - ii. Machinery and equipment;
  - iii. Stock;
  - iv. All other personal property owned by you and used in the City's business;
  - v. Labor, materials or services furnished or arranged by the City on personal property of others;
  - vi. The City's use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
    - (a) Made a part of the buildings or structures occupied or leased, but not owned, by the City; and
    - (b) Acquired or made at the City's expense but which you are permitted to remove.

**B. ADDITIONAL COVERAGES**

- 1. Debris Removal
- 2. Business Income
- 3. Extra Expense
- 4. Fire Department Service Charge
- 5. Fire Protective Equipment Discharge
- 6. Ordinance or Law
- 7. Preservation of Property
- 8. Water, Other Liquids, Powder or Molten Material Damage
- 9. Property of Others

C. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

D. DEDUCTIBLES shall be the same as the deductibles of the City's current policies. Bidders making recommendations for increased or decreased deductibles can indicate such on their bid. Current coverage deductibles will be provided by the City.

**SECTION II: BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

Provided on an occurrence basis

A. COVERAGE AGREEMENT

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages as a result of bodily injury or property damage to which this coverage applies. The Insurer has the duty to defend the City against any lawsuit or other cause of action seeking those damages. (This coverage includes Liquor Liability, EMT, Paramedic and First Responder Liability, and Police Liability)

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

\*For liability claims that are subject to the sovereign immunity limits for Missouri public entities the applicable coverage limit will be the maximum of the limits published annually in the Missouri Register per Section 537.610 RSMo.

C. DEDUCTIBLES shall be the same as the deductibles of the City's current policies. Bidders making recommendations for increased or decreased deductibles can indicate such on their bid. Current coverage deductibles will be provided by the City.

**SECTION III: PERSONAL AND ADVERTISING INJURY LIABILITY**

Provided on an occurrence basis

A. COVERAGE AGREEMENT

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages arising out of personal and advertising injury to which this coverage applies. The Insurer has the right and duty to defend the City against any lawsuit or other cause of action seeking those damages.

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

\*For liability claims that are subject to the sovereign immunity limits for Missouri public entities the applicable coverage limit will be the maximum of the limits published annually in the Missouri Register per Section 537.610 RSMo.

C. DEDUCTIBLE - None

**SECTION IV: ERRORS & OMISSIONS**

Provided on an occurrence basis

A. COVERAGE AGREEMENT

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages as a result of a wrongful act(s) or a series of related wrongful act(s). However, this coverage only applies to Chiefs of Police, Police Officers, Public Officials, Members of councils, boards, commissions, and department heads, and only while acting in their official capacities as representatives or employees of the City. The Insurer has the right and duty to defend the City against any lawsuit or other cause of action seeking those damages.

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

\*For liability claims that are subject to the sovereign immunity limits for Missouri public entities the applicable coverage limit will be the maximum of the limits published annually in the Missouri Register per Section 537.610 RSMo.

C. **ADDITIONAL COVERAGE**

1. Defense costs to defend city or city employee against a lawsuit for injunctive, declaratory or other non-monetary relief arising out of acts or omissions in the course of normal municipal operations.
2. Defense costs to defend city or city employee that is named as a defendant in a lawsuit arising out of serving on a board or commission that is not under the control of the city.
3. Defense costs to defend city or City employee for any lawsuit involving the city and/or employee taking action to physically alter, tear down, demolish, and/or raze a building that is an imminent threat to public property, such as a building or part thereof collapsing onto a public sidewalk, street, alley or thoroughfare.

D. **DEDUCTIBLE - None**

**SECTION V - AUTO LIABILITY COVERAGE**

Provided on an occurrence basis

A. **COVERAGE**

1. **Coverage Agreement**

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages because of bodily injury or property damage to which this coverage applies, caused by an occurrence that takes place in the coverage territory and results from the ownership, maintenance or use of a city automobile.

2. **Additional Coverages**

- a. Non-owned Automobile
- b. Uninsured Motorist

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

C. DEDUCTIBLES shall be the same as the deductibles of the City's current policies. Bidders making recommendations for increased or decreased deductibles can indicate such on their bid. Current coverage deductibles will be provided by the City.

#### **SECTION VI: EMPLOYMENT PRACTICES LIABILITY**

Provided on an claims-made basis; retroactive date July 1, 2002

##### **A. COVERAGE**

The Insurer agrees to pay those sums that the City becomes legally obligated to pay as damages arising out of a wrongful employment act. The Insurer has duty to defend the City against any claim, suit or other cause of action seeking those damages, including grievances filed with the Equal Opportunity Employment Commission (EEOC), Missouri Commission on Human Rights (MCHR) or any other similar governmental entity.

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

C. DEDUCTIBLES shall be the same as the deductibles of the City's current policies. Bidders making recommendations for increased or decreased deductibles can indicate such on their bid. Current coverage deductibles will be provided by the City.

##### **D. CONDITIONS**

The Insurer agrees to not settle any employment claim without the City's consent.

#### **SECTION VII: WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Provided on an occurrence basis

##### **A. COVERAGE**

###### **1. Coverage Agreement – Workers' Compensation**

This coverage applies to bodily injury to an employee by accident, including occupational disease and death, arising out of and in the course of employment during the coverage period.

The Insurer agrees to pay on the City's behalf all benefits required under the Missouri Workers' Compensation Act, Chapter 287, RSMo or liability imposed upon the City by the workers' compensation law of any other state in which an employee bodily injury occurs.

The Insurer has the right and duty to defend, at their expense, any claim, proceeding, or other cause of action against the City for benefits payable under the provisions of the Missouri Workers' Compensation Act or other applicable workers' compensation law.

2. Coverage Agreement – Employers Liability

The Insurer will indemnify the City for all sums the City is legally obligated to pay as damages arising out of bodily injury to an employee by accident, including occupational disease, arising out of and in the course of employment during the coverage period.

The Insurer has the duty to defend, at their expense, any claim, proceeding, or other cause of action against the City.

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

C. DEDUCTIBLE – None

**SECTION VIII: AUTOMOBILE PHYSICAL DAMAGE**

Provided on an occurrence basis

A. COVERAGE

1. Coverage Agreement

The Insurer will indemnify the City for loss or damage to any city automobile wherever located in the coverage territory, against all risks of direct physical loss or damage, including collision of the city automobile with another automobile or object.

The Insurer will not pay for loss to a city automobile due to diminution in value.

2. Additional Coverage

a. The Insurer will pay reasonable towing and storage charges incurred as a result of damage to a city automobile to which this coverage applies.

- b. The Insurer will pay for reasonable and necessary costs incurred for a temporary replacement vehicle while the city automobile is being repaired or replaced as a result of damage to which this coverage applies. However, a temporary replacement vehicle will only be authorized if it is necessary to resume normal municipal operations.
- B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.
- C. DEDUCTIBLES shall be the same as the deductibles of the City's current policies. Bidders making recommendations for increased or decreased deductibles can indicate such on their bid. Current coverage deductibles will be provided by the City.

If more than one automobile sustains loss or damage from the same event, then only the one highest applicable deductible will apply.

#### **SECTION IX: CRIME COVERAGE**

Provided on an occurrence basis

##### **A. COVERAGE**

###### **1. Coverage Agreement - Employee Theft**

The Insurer will indemnify the City for loss of money, securities, or other property, except a city automobile, resulting directly from theft, larceny, embezzlement, forgery, wrongful abstraction, or other fraudulent or dishonest acts committed by the City's employee, acting alone or in collusion with others. A single act or a series of related acts will be considered a single loss.

###### **2. Coverage Agreement - Money and Securities**

The Insurer will indemnify the City for all loss of money and securities resulting directly from, theft, burglary, robbery, kidnapping, disappearance, or destruction as follows:

- a. When the loss occurs in or upon, or believed to be in or upon, any premises occupied or used by the City or by any bank, trust company, or safe deposit box company, including a night depository safe provided by a bank or trust company on its premises for the use of its customers.
- b. When the loss occurs while in transit in the custody of the City's officers or employees anywhere, commencing at the moment when

the person into whose hands the property is entrusted for delivery receives same and continuing until delivery to its final destination.

This coverage does not apply to loss by fraud or connivance committed by a City officer(s) or employee(s). A single act or a series of related acts shall be considered a single loss.

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

D. DEDUCTIBLE – None

#### **SECTION V: SEXUAL ABUSE & MOLESTATION LIABILITY**

Provided on a claims made basis

##### **A. COVERAGE**

We will pay those sums that the "Member" is legally obligated to pay as damages arising out of "sexual misconduct" to which this coverage applies. We have the right and duty to defend the "Member" against any claim, suit or other cause of action seeking those damages. We have the right, but no duty, to appeal any judgment.

B. LIMITS shall be the same as the limits of the City's current policies. Bidders making recommendations for increased or decreased coverage can indicate such on their bid. Current coverage limited will be provided by the City.

C. DEDUCTIBLE - The "Member" shall have no deductible under this Coverage Part assessed for any claim that is closed with only expense payments, including legal defense costs. For any claim that results in a payment being made to the claimant(s), either by settlement, judgment, or verdict, the deductible shall be the same as the deductibles of the City's current policies. Bidders making recommendations for increased or decreased deductibles can indicate such on their bid. Current coverage deductibles will be provided by the City.

##### **D. ADDITIONAL COVERAGES**

1. Notwithstanding Section VI. B. EXCLUSIONS, MIRMA will pay up to a pre-sett maximum of in defense costs to defend an "employee" for any claim or lawsuit arising out of "sexual misconduct" to which this coverage applies. We have the right and duty to defend the "employee" against any claim, suit or other cause of action seeking civil damages. We have the right, but no duty, to appeal any judgment.

2. The cost of defense coverage in 1. above will cease if the "Employee" is convicted of a crime arising from any act described in the definition of "sexual misconduct".

### **SPECIAL FEATURES TO CONSIDER WHEN SUBMITTING BIDS**

1. There shall be automatic coverage for all new acquisitions of property, equipment, or vehicles at the time of acquisition, with all changes to be reported at least annually.
2. Property Coverage for all buildings and contents shall not be subject to a coinsurance penalty.
3. All Liability Coverage (with the exception of Employment Practices and Sexual Abuse) shall be provided on an occurrence basis.
4. The right of cancellation by either party is understood, however, due to the time required for the purchasing process to be completed, a 60 day cancellation, non-renewal or material change in coverage notice provision must be included in all policies.

### **SERVICE TO BE PROVIDED IN ADDITION TO INSURANCE PROTECTION**

1. Claims Adjusting Services
2. Legal Defense of Claims
3. Annual Loss Prevention Program Evaluation
4. Minimum Four On-site Loss Prevention Visits Annually by Qualified Safety Professionals
5. Loss Prevention Seminars
6. Online Safety Training
7. Online Claims access & Monthly Loss & Claim Experience Reports
8. Online Legal Training for Police
9. Special Workshops for Police
10. Model Police Policies on Critical Tasks
11. Simulated Situational Shooting Training for Police
12. Monetary grant program, to include partial funding for loss prevention related equipment
13. Reimbursement for Aquatic Risk Management Audits provided by approved provider

14. Reimbursement for Police Department Accreditation
15. MoLTAP course reimbursement
16. Reimbursement for RP3 Accreditation
17. Annual Conference for Participating members

**QUESTIONS TO BE ANSWERED AND INCLUDED IN BID**

1. What companies will be providing the required insurance services and what is their BEST RATING? (Please list)
2. Where is your office located, and what is the name of your agency?
3. Specify in writing if any of the premiums for coverage will be subject to a monthly, quarterly, or annual premium audit.
4. Please provide the City with a list of municipal client references.
5. Please highlight or spell out in writing if anything in your proposal deviates from the enclosed specifications.

\*Workers' Compensation Classification breakdowns equipment/property schedules are available at and will be provided by the City.