




TOWN OF BRIDGEWATER REQUEST FOR PROPOSALS

RFP NUMBER:	94921-Calm
ISSUE DATE:	February 23, 2024
PROPOSAL DUE DATE:	March 15, 2024
LAST DAY FOR QUESTIONS	March 8, 2024  TAKE NOTE.
PURPOSE:	Procurement of Insurance Services for FY2025
UPDATES & ADDENDA	procurement.bridgewater.town
CONTACT:	J. Jay Litten, Town Manager procurement@bridgewater.town , (540) 908-4212

The Town of Bridgewater, Virginia (the “Town”) is seeking proposals from qualified insurance carriers or brokers for a municipal insurance policy as described herein. Proposals should be responsive to—and compliant with—the terms of this Request for Proposals (this “RFP”).

Proposals are to be submitted in pdf form, by email, to the Contact listed above, by 5:00 pm (ET) on the Proposal Due Date set out above.

§ 1. Incorporation into Contract. This RFP will form part of any contract awarded hereunder (each “Awarded Contract”) between the successful firm and the Town. The terms hereof will supersede any conflicting provisions of an Awarded Contract unless the conflicting provision expressly and conspicuously overrides a particular section hereof.

§ 2. Nature of Insurance Services. The insurance services included in this request are those typically purchased by municipalities to cover them for liability, casualty losses, theft, and similar types of losses. We expect firms to provide some guidance as to what we need, but Exhibit A shows our existing coverages, and we are generally, if perhaps naively, satisfied with them.

We seek a one-year insurance contract, with four renewal options requiring mutual consent to be exercised. In other words, we hope that we will not be back in the marketplace for five years, but either side can walk away at the end of any fiscal year. Carriers thus would have the right to raise prices annually, and we would have the right to look elsewhere.

§ 3. Proposals. Proposals should include, at a minimum, the following items:

- i.* A description of the proposed coverages (preferably in plain English, but we are somewhat fluent in Insurance-ese). If alternate coverages are proposed, a recommendation would be appreciated.
- ii.* Identification of the carrier underwriting the insurance coverages, with data speaking to its solvency.
- iii.* A general description of the types of ancillary services to be provided by the carrier, such as liability-avoidance training, contract reviews, etc.
- iv.* A non-binding cost estimate.

Questions regarding this RFP may be submitted (preferably by email to the Contact) until 5:00 pm (ET) on the Last Day for Questions set out above. Questions will be answered through addenda posted to *procurement.bridgewater.town* at least seven days prior to the Proposal Due Date. It stands to reason that we might be able to provide better answers if given more time with the questions.

§ 4. Evaluation Criteria. Proposals will be evaluated using the following criteria:

- i.* Coverage...35 points. This is the degree to which the proposed coverages offer necessary protection to the Town.

- ii. Price...33 points. Lower is better.
- iii. Services...27 points. This reflects the quality and quantity of ancillary services offered, such as training, the claims-adjustment process, etc.
- iv. Administrative Matters...5 points. This is the degree to which the proposal complies with this request and the degree to which renewal options, as described above, can be granted.

Note that carrier solvency is not scored but it is treated as a threshold issue. A carrier deemed insufficiently solvent will not be selected. There are no points for superabundant solvency (but we're happy for you).

§ 5. Selection and Award. Proposals shall be evaluated using the following process:

- a. Using the criteria in § 4 above, the Town will review the proposals and invite the most qualified firms to engage in informal interviews. In such interviews, firms should elaborate on their qualifications and provide a binding price.
- b. After the informal interviews, the Town will apply the evaluation criteria set out in § 4 to all information by then developed in the procurement to choose a firm.
- c. Should the Town determine in writing and in its sole discretion that only one firm is fully qualified or that one firm is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded directly to that firm.

§ 6. Firms' Representations.

- a. Each firm, by submitting a proposal in response to this RFP, represents that it has read and understands the contract specifications above and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect the services to be provided hereunder.
- b. By submitting a proposal, each firm certifies that its proposal is made without collusion or fraud and it has neither offered nor received any kickbacks or inducements from any other firm in connection with their proposal, and that it has not conferred upon any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- c. By submitting a proposal, each firm affirms that it does not and will not during the performance of an Awarded Contract knowingly employ an unauthorized alien worker as defined in the Federal Immigration Reform and Control Act of 1986.
- d. By submitting a proposal, each firm certifies that it is not currently debarred by the Commonwealth of Virginia and is not listed among the governmentwide exclusions in the federal System for Award Management from submitting proposals or contracts for the type of services covered by this RFP.

§ 8. Standard Contractual Terms.


- a. The following provisions shall be terms of the Awarded Contract, incorporated *ipso facto* therein, and accordingly, such terms will apply to every purchase of services.
 - 1. The firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of the contractor. The firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The firm, in all solicitations or advertisements for employees or on behalf of the successful firm, will state that such contractor is an equal opportunity employer.
 - 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 4. The firm shall include the provisions of paragraphs (a)(1)-(3) of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - 5. **The Town does not discriminate against faith-based organizations.**

6. The Town does not discriminate against a firm because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- b. *Drug Free Workplace.* During the performance of the Awarded Contract, the firm agrees to (i) provide a drug-free workplace for the firm's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the firm's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

§ 9. Miscellaneous Provisions.

- a. In all matters relating to this RFP, the Town may, in its discretion, waive "informalities," meaning those procurement requirements not affecting the nature or quality of the services offered or the compensation to be paid for them.
- b. Proprietary information submitted in this procurement will not be disclosed to the public or to competitors, provided such information is duly designated as "Proprietary" by the firm in the manner provided by Va. Code, § 2.2-4342.

TOWN OF BRIDGEWATER, VIRGINIA

By:  _____
Town Manager

Member Name: Bridgewater, Town of
Member Address: P.O. Box 72
 Bridgewater, Virginia 22812

Policy Period: 7/1/2023 to 7/1/2024

Coverage	Limits	Deductibles
Local Government Liability Coverage		
General Liability Coverage	\$1,000,000 Per Occurrence	\$0
Law Enforcement Liability Coverage	Included in General Liability Limit	\$0
Public Officials Liability Coverage	Included in General Liability Limit	\$0
Land Use	\$100,000	
Medical Payments	\$10,000 Any One Person	
Damages to Premises Rented to You	\$1,000,000 Any One Fire	
General Liability No Fault Coverage		
No Fault Property Damage	\$10,000 Per Occurrence	\$0
Automobile Liability Coverage		
Auto Liability	\$1,000,000 Per Occurrence	\$0
Medical Payments Coverage	\$10,000 Per Person	\$0
Uninsured/Underinsured Motorist	\$30,000 bodily injury each person/\$60,000 bodily injury each accident/\$20,000 property damage each accident	\$0
Garagekeepers Legal Liability	See Endorsement	
Automobile No Fault Coverage		
Automobile No Fault Coverage	\$10,000 Per Occurrence	\$0
Automobile Physical Damage Coverage		
Auto Physical Damage Comprehensive		Refer to Schedule
Auto Physical Damage Collision		Refer to Schedule
Hired Auto Physical Damage Comprehensive	See Endorsement	
Hired Auto Physical Damage Collision	See Endorsement	
Excess Liability Coverage		
General Liability Excess	\$10,000,000 Per Occurrence	
Public Officials / Employment Practices		
Law Enforcement		
Automobile Liability		
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	
Cyber Liability Coverage		\$1,000



Privacy Liability	\$250,000 Per Occurrence	
Data Breach Fund	\$250,000 Data Breach Fund Limit	
	\$1,000,000 Aggregate Limit for All Members Combined	

Property Coverages

Blanket Buildings, Contents, PIO	\$18,599,875	\$1,000
Flood (Zones B, C & X only)	\$1,000,000	\$25,000
Extra Expense	\$1,000,000	\$1,000
Business Interruption - Property	\$100,000	\$1,000
Debris Removal	\$500,000	\$1,000
Earthquake	\$5,000,000	\$25,000

Miscellaneous Items Coverages Refer to Schedule

Boiler & Machinery Coverage

Property Damage Limit	\$5,000,000 Per Accident	\$1,000
Water Damage	\$100,000	
Hazardous Substances	\$100,000	
Demolition & ICC	\$1,000,000	
Computer Data & Media	\$100,000	
Perishable Goods	\$250,000	
Consequential and Ammonia	\$100,000	
Newly Acquired Locations (120 Days)	\$1,000,000	
Expediting Expenses	\$100,000	
CFC	\$100,000	
Deductible Endorsement	See Endorsement	

Crime Coverage

Form F - Computer and Funds Transfer Fraud	\$500,000	\$250
Form O - Employee Theft/Public Employees Dishonesty	\$500,000	\$250
Form B - Forgery or Alteration	\$500,000	\$250
Form C - Theft, disappearance, and destruction	\$500,000	\$250
Form R - Money Orders & Counterfeit Money	\$500,000	\$250

Workers' Compensation Coverage \$0

Coverage A:	Statutory
Coverage B:	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

Additional Premium Factors

Experience Modifier

Premium Discount

Included

Classification	Code	Estimated Payroll	Rate	Manual Premium
Streets/Roads	5506	\$124,000	3.69	
Sewer Construction	6306	\$88,000	2.69	
Water Dept. Employee	7520	\$489,000	2.98	
Police Dept.	7720	\$718,000	4.00	
Clerical	8810	\$800,000	0.07	
Building Maint/Cust	9015	\$268,000	1.21	
Park/Lawn, Parks & Rec, Non Construction	9102	\$392,000	1.58	

Garbage Collection	9403	\$132,000	6.91	
Municipal Employees	9410	\$189,000	0.82	

Line of Duty Coverage

Specific Excess Limits Provided per §15.2-2700
