

The City of East Ridge is requesting proposals for Property, Liability, and Workers Compensation insurance, subject to the terms and conditions of the Request for Proposal (RFP), and the accompanying specifications.

At the appointed time proposals will be publicly opened in the office of East Ridge City Hall at the address below. Proposals arriving past the appointed date and time will be considered late and will not be opened.

**Deliver Proposals To:**

**East Ridge City Hall**  
**1517 Tombras Avenue**  
**East Ridge, TN 37412**

**PROPERTY, LIABILITY, AND WORKERS COMPENSATION INSURANCE**

**Bid Open Date & Time:**

**Thursday 5.15.2025 at 2:00p EST**

The Proposal Envelope must show the Name of the Proposal and the Opening Date.

**PURCHASING CONTACT INFORMATION**

**Diane Qualls, Finance Director/Deputy City Recorder**  
**1517 Tombras Avenue**  
**East Ridge, TN 37412**  
**423.867.7711**  
**dqualls@eastridgetn.gov**

**GENERAL TERMS & CONDITIONS**

1. Attached are instructions and conditions for submitting a proposal for the City of East Ridge. The objective of this proposal is to make a selection in such a manner as to provide for open and free competition and comparability.

**PROPOSAL PREPARATION & SUBMISSION**

1. 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.
2. It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted to the City of East Ridge as described below.
3. All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.

4. On the outside of the envelope/package mark the proposal as follows:
  - Insurance Carrier and Agent Name and Address
  - Proposal Number if applicable
  - Proposal Date & Time
5. The proposal must then be in a sealed envelope/package mailed or delivered to the following address:  
**East Ridge City Hall**  
**1517 Tombras Avenue**  
**East Ridge, TN 37412**
6. Sealed written proposals will be received up until 2:00 pm on Thursday May 15, 2025 at which time they will be opened and read aloud. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

#### **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

1. It is the responsibility of the proposer to review the entire RFP document and to notify the City of East Ridge if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Any questions concerning this RFP are to be in writing by email to Diane Qualls at [dqualls@eastridgetn.gov](mailto:dqualls@eastridgetn.gov). Questions will be answered via addenda.

#### **PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL**

1. Proposal pricing will be read aloud at the discretion of the City of East Ridge. Proposals will also be examined for compliance with specifications and conditions outlined in the proposal document.
2. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding.
3. The contract will be awarded in writing to the most responsive proposer whose proposal conforms best to the RFP and will be the most advantageous to the city. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of the City of East Ridge to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the City of East Ridge.
4. The City of East Ridge reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the best interest of the city. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise or special conditions exist.

#### **INSURANCE**

1. 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 \$4,000,000 per occurrence.

2. The insurance company shall have an A.M. Best rating of A- or better. If the insurance company is not rated by A.M. Best, then a copy of the most recent financial statement filed with the Tennessee Comptroller must be attached. Any deviations from the above requirements must be disclosed in the bid submission.
3. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing the City of East Ridge as Certificate Holder.

#### **INDEMNIFICATION/HOLD HARMLESS**

1. Insurance agent shall indemnify, defend, save and hold harmless all departments of the City of East Ridge, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by the insurance agent, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the insurance agent, its subcontractors, suppliers, agents or employees until the contract terminates.

#### **BREACH OF CONTRACT**

1. A party shall be deemed to have breached the contract if any of the following occurs:
  - Failure to provide products or services that conform to contract requirements.
  - Failure to maintain/submit any report required hereunder.
  - Failure to perform in full or in part any of the other conditions of the contract.
  - Violation of any warranty.

#### **INVOICES AND PAYMENTS**

1. Payment will be made within 30 days after receipt of invoice and/or delivery of policies included in this Request for Proposal, whichever is later.

## PROPERTY, LIABILITY, AND WORKERS COMPENSATION INSURANCE PROGRAM SPECIFICATIONS

The City of East Ridge desires to receive your proposal on its Property, Liability, and Workers Compensation Insurance Program which, if approved and adopted, will take effect 12:01 A.M. on July 1, 2025. While total cost is naturally a factor, the City of East Ridge is likewise interested in the broadest coverage available with an excellent and responsible insurance 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 on the merits of the total "package."

However, the City of East Ridge reserves the right to place separately any coverage that is not critical to package treatment. Accordingly, the City of East Ridge requests that detailed premium cost breakdowns accompany the quotation as well as indications of what coverage can be written separately from others. (See General Conditions Separate "Bid")

If individual insurance company or special forms are to be used, the City of East Ridge requests the attachment of specimen copies for review.

Underwriting information is included, and the City of East Ridge will furnish all possible, additional information requested. Five years of loss runs will be furnished upon request. Property and Auto schedules will be furnished upon request. We have attempted to be as accurate as possible with all information furnished; however, no warranty is to be taken as expressed or implied.

Alternative, imaginative and creative recommendations and alternate proposals are solicited with quotations and will be appreciated. Any such proposal will be considered most carefully and completely.

Please allow sufficient time to obtain additional information before quotation.

## **INFORMATION ATTACHED**

General Conditions  
Specifications  
Bid Sheet  
Workers Compensation Payroll and Classifications

### **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.

#### **I. UNINTENTIONAL FAULTY OR INCOMPLETE INFORMATION**

- A. It is agreed that the insurance company shall not hold the insured, its risk manager, insurance consultant, employees, agents, servants, and/or representatives responsible for faulty, incomplete or misleading information unless such information was intentionally withheld or altered.

#### **II. KNOWLEDGE OF OCCURRENCE**

- A. It is agreed and understood that knowledge of a loss or occurrence shall mean knowledge by an officer, manager, risk manager or consultant and then only as it relates to his scope of authority.
- B. Knowledge by an employee or subcontractor shall not constitute knowledge of an occurrence.

#### **III. INADVERTENT NON-DISCLOSURE**

- A. 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.
- B. Any premium due for such exposure shall be paid by endorsement.

#### **IV. NOTICE OF CANCELLATION**

- A. It is agreed that a 60 Day notice of cancellation, non-renewal or rate change shall apply. Notice of cancellation for non-payment shall remain at 10 days via direct written notice.

#### **V. LOSS HISTORY**

- A. The insurance company shall (preferably on a quarterly basis), forward to the insured written statements and reports of the status of all claims for damage or injury made against the insured.

#### **VI. INSURANCE COMPANY RATING**

- A. It is requested that each insurance company provide its "A.M. Best Key Rating" or proof

of financial stability. Insurance Companies with "A-" ratings or better will be given preferential treatment. No company bid will be accepted by any company on the "Early Warning Priority List".

## **VII. FAILURE TO PROVIDE COVERAGE PER BID**

**IT IS TO BE UNDERSTOOD AND AGREED THAT THE COVERAGE AND PRICING PRESENTED BY THIS BID WILL BE CONSIDERED BINDING. INSURANCE CONTRACTS DELIVERED WITH DIFFERENCES IN COVERAGE TO THAT WHICH WAS BID SHALL BE UNACCEPTABLE IN THOSE AREAS OF DIFFERENCE AND THE SPECIFICATIONS SHALL APPLY. ANY BIDDER UNABLE TO PROVIDE INSURANCE POLICIES IN COMPLIANCE WITH THE BID SHALL BE RESPONSIBLE FOR THE COSTS OF REBIDDING THEIR PORTIONS OF THE PROGRAM. COMPLETE POLICIES WITH ALL ENDORSEMENTS, CONDITIONS, AND EXCLUSIONS MUST BE PROVIDED AT THE TIME THAT THE POLICIES ARE DELIVERED.**

### **DEVIATIONS TO SPECIFICATIONS**

All deviations to the specifications should be clearly noted. It is understood that some exceptions may have to be made due to the insurance marketplace, but we require such deviations to be noted in the bid.

**THE INTENT OF THE SPECIFICATIONS IS TO BE INCLUSIVE NOT EXCLUSIVE. WHILE BIDS WITH DEVIATIONS MAY BE ACCEPTED, THOSE BIDS CONFORMING WITH BID SPECIFICATIONS WILL BE CONSIDERED MORE RESPONSIVE.**

### **TERM OF THE CONTRACT(S)**

The City of East Ridge potentially bids insurance every three (3) years, with the option of two (2) one (1) year renewal periods. Once a type of insurance is placed with an agent, the agent will be allowed to keep that coverage throughout the renewal periods. Should there be a need to change insurance companies on a particular line of coverage during the three (3) year period, with the option of two (2) one (1) year renewal periods, the agent with that coverage will provide alternate companies to meet or exceed the coverage currently under contract.

### **SEPARATE BID**

The City of East Ridge desires to obtain the most competitively priced comprehensive insurance program through the bid process. However, it does realize that some insurance markets for some areas are limited while others are very competitive.

Bidders who are unable to bid on the entire package are encouraged to bid on those areas where they can bid. The City of East Ridge will need a complete program, so those programs that are complete may be given preference.

## **AGENCY SERVICES EXPECTED**

The agent awarded this account will be expected to provide or help provide the following:

### **I. CLAIMS SERVICE**

- (a) 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.
- (b) The agent will also be expected to provide a report o the status of all outstanding claims including information on all reserves on a quarterly basis.
- (c) The claims personnel will be expected to discuss claim payments of sizeable amounts with the insured prior to payment.
- (d) Please provide a Certificate of Insurance reflecting Insurance Agents Professional Liability or Errors or Omissions Liability coverage with a limit of at least \$4,000,000 per occurrence.
- (e) The Auto agent will be required to provide insurance ID cards for all vehicles as soon as possible after the awarding of the bid.
- (f) Please indicate on the bid when you expect the insurance policies to be delivered.

### **II. PAYMENT OPTIONS**

The successful bidder will be expected to provide premium payment options. Such options should include financing methods, as well as reporting form options. The options should be detailed showing precisely the duties of all parties involved.

### **III. LOSS CONTROL SERVICES**

The City of East Ridge expects input from the insurance carrier and agency on loss prevention and loss engineering. The City of East Ridge is receptive to all reasonable engineering requests and will want to know what premium cost effects, if any, there are for putting these recommendations into effect.

Please include information on Loss Control services provided by your agency and insurance company.

### **IV. OTHER SERVICES**

- (a) Written confirmation of requests by Company or its representatives.
- (b) Aid in reviewing audits.
- (c) Complete Certificates of Insurance

## **INSURED**

Named Insured to read on all policies:

The City of East Ridge to include but not be limited to - members of the governing body; members of the Board of Commissioners; any elected or appointed official; any board, commission or governmental unit and department under the jurisdiction of the county and funded and operated as a part of the total operating budget; any employee; and any authorized volunteer.

## **PROPERTY INSURANCE**

**Limit:** \$34,798,326 Blanket Building

\$2,518,000 Blanket Contents

**Coverage:**

Special Cause of Loss Coverage  
90% Co-insurance Clause  
Replacement Cost Basis

**Deductible:**

\$1,000 Per Occurrence

**Additionally, please identify those locations that are excluded from Flood coverage.**

## **EQUIPMENT INSURANCE**

**Description:**

Miscellaneous "Contractors" type Equipment per schedule attached. Please identify the type of "contractors equipment" for each type of equipment that is listed on the spreadsheet.

**Limit:**

\$1,576,885 Blanket all locations

**Coverage:**

Special Cause of Loss Coverage  
Valuation – Actual Cash Value

**Deductible:**

\$1,000 Per Occurrence



## **CRIME/ BONDS/ FIDUCIARY LIABILITY INSURANCE**

### **Limit:**

\$150,000 Employee Dishonesty or Theft  
\$150,000 Loss Inside/Loss Outside (each)  
\$150,000 Computer Fraud (optional)  
\$150,000 Funds Transfer Fraud (optional)

### **Coverage:**

Include Faithful Performance of Duties.

### **Deductible:**

\$1,000 Per Occurrence

## **EQUIPMENT BREAKDOWN INSURANCE**

### **Limits:**

\$37,316,326 Blanket Limit all locations  
All locations are to be covered.

### **Coverage:**

Equipment Breakdown Direct Damage

### **Deductible:**

\$1,000 Per Occurrence

## **CYBER LIABILITY AND RESPONSE EXPENSES INSURANCE**

### **Limits:**

\$1,000,000 Third Party Liability and \$1,000,000 First Party Response Expenses  
\$250,000 Extortion and Cyber Crime and Social Engineering

### **Coverage:**

Cyber Liability Coverage and Cyber Response Expenses

### **Deductible:**

\$10,000 Per Occurrence

## GENERAL LIABILITY INSURANCE

### Limit:

\$1,000,000 Per Occurrence and \$2,000,000 Aggregate

Abuse and Molestation Coverage Limit - \$1,000,000 per Occurrence and \$1,000,000 Aggregate

### Coverage:

Commercial General Liability

Personal Injury Liability

Products and Completed Operations

Broad Form Contractual Liability

Professional Liability for EMTs and Paramedics

Employees Benefits Liability - \$1,000,000/\$3,000,000 - \$1,000 Deductible

•Please state whether Occurrence form or Claims Made form is used.

## PROFESSIONAL LIABILITY INSURANCE

### Insured

### Limit

- |  |  |
|--|--|
| (a) Public Officials Liability<br>Or Errors or Omissions Liability | \$1,000,000/\$1,000,000 (\$2,500 Deductible) |
| (b) Law Enforcement Liability                                      | \$1,000,000/\$1,000,000 (\$1,000 Deductible) |
| (c) Employment Practices Liability                                 | \$1,000,000/\$1,000,000 (\$2,500 Deductible) |

Please include Umbrella coverage as necessary to obtain ultimate available limits for all coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate limits for all lines of liability coverage..

•Please state whether Occurrence form or Claims Made form is used. If Claims Made, Retroactive Date must be 7.1.1986. If Occurrence, Prior Acts Coverage premium must be included.

## AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE INSURANCE

### Limits:

### Automobile Liability

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage Liability  
Non-Owned and Hired Car - Included

\$1,000,000 Uninsured Motorists (optional \$75,000 minimum limit)

\$ 5,000 Automobile Medical Payments

**Automobile Physical Damage**

\$1,000 Deductible Comprehensive coverage

\$1,000 Deductible Collision coverage

**Coverage:**

Business Automobile Liability  
Automobile Physical Damage

**WORKERS COMPENSATION INSURANCE**

**Workers Compensation:** Statutory

**Employers Liability:** \$1,000,000/\$1,000,000/\$1,000,000

**Include:** Broad Form "Other States" Coverage

Voluntary Compensation Endorsement – 5 Volunteer Firefighters, 7 Auxiliary Reserve Officers, and 5  
Elected Officials  
Terrorism Coverage

**Payrolls and Classifications:**

Code 8831 \$170,548  
Code 9402 \$495,072  
Code 7710 \$1,849,358  
Code 7720 \$3,319,685  
Code 8810 \$1,317,033  
Code 9015 \$155,571  
Code 9102 \$779,222  
Code 9503 \$566,006  
Code 9410 \$224,018

Total Payroll \$8,875,513

**Note:**

We have enclosed a "Bid Form" that **must** be completed by each bidder. Your completion of this form will help us evaluate your bid more accurately and quickly and will give you a check list for coverage. Additional explanations or notes, if needed, can be attached and we will review these attachments carefully.

Please review all information enclosed thoroughly. It is understood there might be some additional information needed. Five years of loss runs will be furnished upon request. Property and Auto schedules will be furnished upon request.

## BID FORM

AGENCY NAME \_\_\_\_\_

**NOTE: PLEASE CLEARLY INDICATE WHAT PREMIUMS ARE INCLUDED AND THOSE THAT ARE ADDITIONAL**

### GENERAL CONDITIONS

- |    |   |     |    |
|----|---|-----|----|
| 1. | Unintentional Faulty or Incomplete Information  | Yes | No |
| 2. | Knowledge of Occurrence   | Yes | No |
| 3. | Inadvertent Non-Disclosure  | Yes | No |
| 4. | 60 Day Notice of Cancellation/Non-Renewal   | Yes | No |
| 5. | Quarterly Loss Runs   | Yes | No |
| 6. | Insurance Company A.M. Best Ratings Attached  | Yes | No |
| 7. | Three Year Premium Option available?  | Yes | No |
| 8. | Bidder has (and can provide evidence of) at least \$4,000,000 of Professional Liability Insurance | Yes | No |
| 9. | Policies to be delivered within _____ days  |     |    |

### PROPERTY INSURANCE

\$ \_\_\_\_\_

- |  |     |    |
|--|-----|----|
| (1) Blanket Form                       | Yes | No |
| (2) Special Cause of Loss Coverage     | Yes | No |
| (3) 90% Co-Insurance                   | Yes | No |
| (4) Replacement Cost Basis             | Yes | No |
| (5) Deductible \$1,000                 | Yes | No |
| (6) Flood Coverage at \$1,000,000      | Yes | No |
| (7) Earthquake Coverage at \$1,500,000 | Yes | No |

Can the Property coverage be purchased by itself? Yes No

### EQUIPMENT INSURANCE

\$ \_\_\_\_\_

Can Equipment coverage be purchased by itself? Yes No

### CRIME/ BONDS/ FIDUCIARY LIABILITY INSURANCE

\$ \_\_\_\_\_

Can Crime coverage be purchased by itself? Yes No

**EQUIPMENT BREAKDOWN INSURANCE** \$ \_\_\_\_\_

**CYBER LIABILITY AND RESPONSE EXPENSES INSURANCE** \$ \_\_\_\_\_

Can Cyber Liability and Response Expenses coverage be purchased by itself? Yes No

**GENERAL LIABILITY INSURANCE** \$ \_\_\_\_\_

- |   |        |
|---|--------|
| (1) \$1,000,000/\$2,000,000 Limits                        | Yes No |
| (2) \$ _____ Deductible                                   | Yes No |
| (3) Occurrence Form                                       | Yes No |
| (4) Professional Liability for Medical Personnel Included | Yes No |
| (5) Employee Benefits Liability Included                  | Yes No |
| (6) Can General Liability coverage be written by itself?  | Yes No |

**PROFESSIONAL LIABILITY INSURANCE** \$ \_\_\_\_\_

- |   |          |
|---|----------|
| (1) Administration                                  | \$ _____ |
| (2) Abuse and Molestation Liability                 | \$ _____ |
| (3) Errors or Omissions Liability                   | \$ _____ |
| (4) Employment Related Practice Liability           | \$ _____ |
| (5) Law Enforcement Liability                       | \$ _____ |
| (6) Claims Made Form with Retroactive Date _____    | Yes No   |
| Can any of these coverages be written individually? | Yes No   |

**AUTO LIABILITY / PHYSICAL DAMAGE INSURANCE** \$ \_\_\_\_\_

- |   |        |
|---|--------|
| (1) \$1,000,000 Limit                         | Yes No |
| (2) Auto Physical Damage Included             | Yes No |
| Can Automobile coverage be written by itself? | Yes No |

**WORKERS COMPENSATION INSURANCE** \$ \_\_\_\_\_

- |  |        |
|--|--------|
| (1) Statutory Workers Compensation     | Yes No |
| (2) \$1,000,000 Employers Liability    | Yes No |
| (3) Broad Form "Other States" Coverage | Yes No |

(4) Voluntary Compensation	Yes	No
(5) Drug Free Work Place Credit	Yes	No
(6) Terrorism Coverage	Yes	No
Can Workers Compensation coverage be written by itself?	Yes	No

**NOTES:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Agency:** \_\_\_\_\_ **Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **FAX:** \_\_\_\_\_  
**Email address:** \_\_\_\_\_

<u>Insurance Companies</u>	<u>A.M. Best Rating</u>	<u>Financial Statement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**I. CLAIMS SERVICE:**

- (a) Complete explanation as to how claims are to be handled through your agency. 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.
- Will comply?    Yes    No

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (b) The agent will also be expected to report the status of all outstanding claims including information on all reserves on a monthly basis.    Will comply?    Yes    No

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (c) The claims personnel will be expected to discuss claim payments of sizeable amounts with the insured prior to payment.    Will comply?    Yes    No

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (d) Agent will provide Insurance Agents Professional Liability or Errors or Omissions Liability coverage with a limit of at least \$4,000,000 per occurrence. Will comply? Yes No
- (e) The Auto agent will provide insurance ID cards for all vehicles. Will comply? Yes No

Comments:

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- (g) Please indicate on the bid when you expect the insurance policies to be delivered. Approximate date of delivery: \_\_\_\_\_

**II. PAYMENT OPTIONS:**

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The successful bidder will be expected to provide premium payment options. Such options should include financing methods, as well as reporting form options. The options should be as detailed as possible showing precisely the duties of all parties involved.

**III. LOSS CONTROL SERVICES:**

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The City of East Ridge expects input from the insurance carrier and agency on loss prevention and loss engineering. The City of East Ridge is receptive to all reasonable engineering requests and will want to know what premium cost effects, if any, there are for putting these recommendations into effect.

Please include information on Loss Control services provided by your agency and company.

**IV. OTHER SERVICES:**

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- (1) Written confirmation of requests by Company or its representatives.
- (2) Aid in reviewing audits.

**NOTES AND DEVIATIONS ON BID:**

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