

AGENDA ITEM # 24

September 30, 1997

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Consider awarding property and casualty insurance.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To award property and casualty insurance to Leibowitz/Coregis Insurance.

Vote: Motion carried 4 - 0 With Judge Doerfler absent from the dais.

< Clerk copy here >

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed PROPOSAL for items to be purchased by Williamson County, Texas for the 1998 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: LEIBOWITZ INSURANCE/COREGIS INSURANCE
 Mailing Address: P. O. BOX 299
 Telephone: (254) 939 3711 City: BELTON State TX Zip 76513

PROPOSAL

(Add additional sheets if necessary)

ITEM	UNIT PRICE
PROPERTY & CASUALTY INSURANCE	SEE PROPOSAL SHEETS

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low-item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the PROPOSAL opening until September 30, 1998.]

Signature:  Date of PROPOSAL: 9-16-97

Name and Title of Signer: E. PHIL LEIBOWITZ, PRESIDENT

THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

LEIBOWITZ INSURANCE/COREGIS INSURANCE

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

SPECIAL NOTES

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Bid Form Completed, signed, and enclosed?

YES XX NO

2. All bid specification sheets completed (including company name at bottom of each sheet) and attached?

YES XX NO

3. Have you included three (3) copies of your bid as required?

YES XX NO

4. Have you written the name of your business on the front of the sealed envelope?

YES XX NO

5. Have you written the description of the commodity that you are bidding on the front of the sealed envelope?

YES XX NO

LEIBOWITZ INSURANCE/COREGIS INSURANCE(RATING A VIII)

**WILLIAMSON COUNTY
BUILDINGS AND PERSONAL PROPERTY
INSURANCE COVERAGE**

SPECIFICATIONS

THE SPECIFICATIONS listed below are minimum requirements and are intended to govern, in general, the insurance coverage desired.

THE INSURANCE COVERAGE including all necessary endorsements furnished under these specifications shall be with an insurer licensed to transact insurance business in the State of Texas.

PERILS:

FIRE AND LIGHTNING - Total Insurance - See Schedule Attached

EXTENDED COVERAGE - Windstorm, Hurricane, Hail, Explosion, Riot, Civil, Commotion, Smoke, Aircraft and Land Vehicles.

EXPLOSION

INSURED LOCATIONS: See Attached Schedule "Williamson County Properties"

TERM: THREE YEARS*

Payment shall be made at the beginning of each of the three fiscal years covered under this agreement, however, it is understood that the county shall have the right to terminate the policy at the end of any fiscal year if the county's commissioners' court does not appropriate moneys sufficient to pay the premium for the next fiscal year.

DEDUCTIBLE: \$1,000.00 EACH OCCURRENCE

VALUATION: REPLACEMENT COST

THE INSURANCE offered shall meet all Federal and State of Texas regulations and standards in effect and applicable to the insurance furnished.

ANY VARIATIONS from the specifications must be indicated on the proposal or on a separate attachment to the proposal so identified as such.

DESCRIPTIVE LITERATURE: Each proposer shall submit with this proposal a copy of descriptive literature sufficient in detail to enable an intelligent comparison of coverage.

EVALUATION AND AWARD: Williamson County will evaluate and award based on the lowest and best proposal meeting specifications. Ratings, performance and service history will be an important evaluation factor. "Best" ratings shall be included and

made part of the proposal.

PLEASE SUBMIT YOUR PROPOSAL BASED ON THE MINIMUM CRITERIA AS OUTLINED.

OPTION I \$ 36,119 - 100% COINSURANCE *

OPTION II \$ 28,893 - 80% COINSURANCE *

* - SEE DEFINITION OF COINSURANCE
ATTACHED TO PROPOSAL

PLEASE SUBMIT A PROPOSAL FOR THE FOLLOWING ADDITIONS:

BUILDING CODE COVERAGE: \$ 500,000.00

\$ 170

EXTRA EXPENSE COVERAGE: 6 months \$500,000

\$ 275 (.055 PER \$100 OF COVERAGE)

BUSINESS INTERRUPTION COVERAGE: Jail revenue - \$ 500,000.00

\$ 285

THEFT COVERAGE FOR ALL LOCATIONS:

\$ INCLUDED

***Definition: Coinsurance**

Coinsurance - A policy provision requiring the insured to carry insurance equal to a designated percentage of the value of the property covered. The inclusion of the provision, whether mandatory or optional, usually gives to the insured rates lower than would otherwise apply. However, in many parts of the country it is not generally used in policies covering dwellings and contents or unprotected property since no rate credit is allowed. It provides for the full payment, up to the amount of the policy, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered, or if the loss is equal or exceeds the coinsurance percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage.

For Example: with an 80% coinsurance clause,

If value of a property is	\$10,000
and it is insured for	\$ 8,000
for a loss of	\$ 2,000
the insured collects	\$ 2,000

(The insured collects the full amount of loss because he/she carries insurance equal to 80% of the value of the property.)

But, again with an 80% coinsurance clause,

If value of a property is	\$10,000
and it is insured for	\$ 6,000
for a loss of	\$ 2,000
the insured collects	\$ 1,500

(The insured only collects three-fourths of the loss since he/she carries insurance for only three-fourths [$\$6,000/\$8,000$] of the named percentage of value.)

However, had the loss been \$8,000 or greater instead of \$2,000 the insured would have collected three-fourths of the \$8,000, or \$6,000 - the full face amount of the policy. Thus it is evident that the coinsurance provision has no effect if the amount of the loss equals or exceeds the coinsurance percentage of the value of the property covered. In no event is there more than the specified limit on the item nor the actual loss sustained paid.

(From the Glossary of Insurance Terms and Phrases, Published by Commercial Union)

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

7/24/97

PRODUCER
STERLING SASSER & SONS INC
PO BOX 5625
AUSTIN TX 78763

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A UTICA MUTUAL INSURANCE COMPANY

COMPANY
B

COMPANY
C

COMPANY
D

INSURED
LEIBOWITZ INSURANCE AGENCY INC
400 EAST CENTRAL AVENUE
BELTON TX 76513

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
	GENERAL LIABILITY				BODILY INJURY OCC	\$				
	<input type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG	\$				
	<input type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE OCC	\$				
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG	\$				
	<input type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC	\$				
	<input type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG	\$				
	<input type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG	\$				
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE									
	<input type="checkbox"/> PERSONAL INJURY									
					AUTOMOBILE LIABILITY				BODILY INJURY (Per person)	\$
					<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$
<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)										
<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)		PROPERTY DAMAGE	\$							
<input type="checkbox"/> HIRED AUTOS										
<input type="checkbox"/> NON-OWNED AUTOS		BODILY INJURY & PROPERTY DAMAGE COMBINED	\$							
<input type="checkbox"/> GARAGE LIABILITY		\$								
			EXCESS LIABILITY				EACH OCCURRENCE	\$		
			<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM		\$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> STATUTORY LIMITS					
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$				
					DISEASE - POLICY LIMIT	\$				
					DISEASE - EACH EMPLOYEE	\$				
A	OTHER AGENTS & BROKERS ERRORS & OMISSIONS	EO 2025015	7/01/97	7/01/98	PER LOSS	1,000,000				
					AGGREGATE	3,000,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

DEDUCTIBLE \$1,000 AGGREGATE \$3,000

STERLING SASSER & SONS, INC.
INSURANCE
P.O. BOX 5625
AUSTIN, TEXAS 78763

CERTIFICATE HOLDER

TEXAS DEPARTMENT OF INSURANCE
333 GUADALUPE
PO BOX 149104
AUSTIN TX 78714-9104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

ACORD 25-R (3/90)

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Leibowitz Insurance Political Subdivision Property References:

Bell County
Russell Williams
P.O. Box 454
Belton, TX 76513
254.939.3521

El Paso County
Gene Wiegel
500 E. San Antonio, #302
El Paso, TX 77091
915.546.8123

Howard College
Terry Hansen
1001 Birdwell Lane
Big Spring, TX 79720
915.264.5167

About Leibowitz Insurance

Leibowitz Insurance is a family-owned full service insurance agency, with 3 locations and over 20 insurance professionals. We have been serving Texans for over 50 years and offer deep and varied experience analyzing and insuring property and casualty risks.

We pride ourselves on having the expertise and professionalism to cover large, complicated risks, but because we're a small town family business, every customer is important to us. We take our business personally, and we take the time and care with every client to provide the personalized service they demand.

Leibowitz Insurance has insured many vast and complicated undertakings -- the Texas State Capitol in Austin, a domed stadium, a professional sports team, public entities of varying sizes such as colleges, public school districts and some of the largest counties in Texas - we have developed programs to evaluate the risks, itemize the values and craft coverages that work together to cover these diverse exposures.

Leibowitz Insurance consistently acquires these clients because of our special combination of expertise, care and price. We are in the unique position of being large enough to specialize and to attract the very best insurance programs available -- but small enough to provide personalized service. Leibowitz Insurance - we're big enough for Texas and the right size for you.

It takes experienced people to provide the best answers to your insurance questions, and our people are some of the best. We are proud of our years of experience and knowledge of the insurance industry. Our expertise and service is at your disposal. Leibowitz Insurance covers significant property and casualty risks daily -- we do it professionally and personally.

Services

The insurance carriers, working in concert with Leibowitz Insurance will provide loss control and claim services as well as other services as needed by Williamson County. An extensive risk management program will be outlined and, with cooperation of the district's risk manager, tailored to provide a personalized risk management program.

Both the carriers and Leibowitz Insurance maintain the service of claims professionals. The carrier's claims representatives maintain draft authority. The procedures in place at top notch companies such as those used by Leibowitz Insurance generally provide for completion and payment of claims in a timely manner.

WILLIAMSON COUNTY PROPOSAL CONDITIONS

PROPOSALS must be received in the County Auditor's office either by hand-delivery to the 3rd floor of the County Courthouse, 710 Main, Georgetown, Texas 78626, or by mail to County Auditor/Purchasing, 710 Main St., Georgetown, Texas 78626, prior to 10:00 AM o'clock, September 16, 1997, at which time the PROPOSALS will be opened in open court at the Commissioners' Courtroom on the 2nd floor of the County Courthouse. PROPOSALS received after that time will automatically be rejected. As to each item bid, the Court may either reject all PROPOSALS or award a contract to the lowest and best PROPOSAL. All PROPOSALS must be submitted on this standard form available from the County Auditor. All others will be rejected.

It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his PROPOSAL to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the PROPOSAL received expressly states that the bidder will accept only the award of all items bid, each item in the PROPOSAL will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the PROPOSAL expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or PROPOSAL expressly states otherwise, PROPOSALS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the PROPOSAL, shall be at the discretion of Commissioners' Court at the time a PROPOSAL is awarded.

No more than one PROPOSAL will be awarded for any item for a single department and area. All PROPOSALS may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best PROPOSAL.

All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. This price must be good from the date of PROPOSAL opening for a fixed period of time. Unless the PROPOSAL expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 1998. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid, but for no longer than the current fiscal year.

At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the county.

The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County will not be obligated to purchase any minimum amount, and it may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the PROPOSAL.

THE REQUIRED BID FORM IS ON PAGE 2 OF THIS BID PACKAGE.

WILLIAMSON COUNTY

INVITATION FOR PROPOSALS

PROPOSAL INSTRUCTIONS/REQUIREMENTS

Williamson County appreciates your time and effort in preparing a PROPOSAL. Please note that all PROPOSALS must be received at the designated location by the deadline shown. PROPOSALS received after the deadline will automatically be considered void and unacceptable. Opening is scheduled to be held in the Commissioners Courtroom, Second Floor, County Courthouse, Georgetown, Texas.

1. Sealed Proposals shall be received no later than:

10:00 AM Tuesday, September 16, 1997

MARK ENVELOPE: "PROPERTY AND CASUALTY INSURANCE"

2. Submission of Proposal:

Sealed Proposals MAY BE DELIVERED to:

Williamson County Auditor's Office, Third Floor
Williamson County Courthouse - (on the square)
Georgetown, Texas

OR:

Sealed Proposals MAY BE MAILED to:

Williamson County, Sealed Bids
Bob Space, Auditor's Office
710 Main Street
Georgetown, Texas 78626

3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all PROPOSALS for any or all materials and/or services covered in this PROPOSAL request, and to waive informalities or defects in the PROPOSAL or to accept such PROPOSAL it shall deem to be in the best interest of Williamson County.

4. PROPOSALS shall be tabulated by commodity and/or service and results mailed to all bidders within four (4) weeks after the PROPOSAL opening. Should you fail to receive a tabulation please call (512) 930-4321.

5. Awards should be made approximately four (4) weeks after the Bid opening date. To obtain results, or if you have any questions, please contact Bob Space at (512) 930-4321.

6. Funding: Funds for payment have been provided through the Williamson County budget

7. Late PROPOSAL: PROPOSALS received after submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.

8. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

9. Altering PROPOSAL: PROPOSALS cannot be altered or amended after submission deadline.

10. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

11. Contract: This PROPOSAL, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.

12. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various PROPOSAL Packages and or PROPOSAL Instructions/Requirements.

13. Delivery Times and Locations: The commodity and/or service covered by this PROPOSAL shall be as stated in the various PROPOSAL Packages.

14. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

15. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

16. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a. have adequate financial resources, or the ability to obtain such resources as required;
- b. be able to comply with the required or proposed delivery schedule;
- c. have a satisfactory record of performance;
- d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

17. References: Williamson County requests bidder to supply with this PROPOSAL, a list of at least three **(3) references** where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

18. Bidder shall: provide with this PROPOSAL response, all documentation required by this PROPOSAL. Failure to provide this information may result in rejection of the PROPOSAL.

19. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract.

20. Contract Administration: Under this contract, Bob Space, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.

21. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.

22. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

23. Bids MUST BE: legible and of a quality that can be reproduced.

24. PROPOSAL forms that are included in PROPOSAL packages shall be used. **CHANGES to PROPOSAL forms made by bidders shall DISQUALIFY THE PROPOSAL.** Exceptions to the PROPOSAL forms and or specifications shall be made on an attachment to the PROPOSAL package. **Call Bob Space (512) 930-4321 for explanation if exceptions are needed.**

25. For detailed specifications and questions relating to the bidding process, contact Bob Space at (512) 930-4321.

**PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR PROPOSALS**

**The Williamson County Commissioners Court invites the submission of sealed PROPOSALS for:
PROPERTY AND CASUALTY INSURANCE**

Sealed PROPOSALS will be publicly opened in the County Commissioners Court Room, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Tuesday, September 16, 1997 at 10:00 AM .

PROPOSALS received after the above stated date and time will automatically be rejected.

Detailed specifications may be obtained by calling Bob Space at (512) 930-4321.

The Williamson County Commissioners Court reserves the right to accept the lowest and best PROPOSAL as deemed by the Court, or reject any and/or all PROPOSALS.

Issued by order of the Williamson County Commissioners Court on August 05, 1997. John C. Doerfler, County Judge.

AGENDA ITEM # 25

September 30, 1997

*

Consider awarding vehicle insurance.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To award vehicle insurance to Texas Association of Counties (TAC).

Vote: Motion carried 4 - 0 With Judge Doerfler absent from the dais.

< Clerk copy here >