

Request for Proposals (RFP)
Commercial General Liability Insurance

Schools: MacDowell Elementary/Middle School
4201 West Outer Drive, Detroit, MI 48221

Services: Commercial General Liability Insurance

Term of Services: Expected contract term is July 1, 2017 -
June 30, 2018, with option to renew for up
to four additional one-year terms.

Proposals Due: June 15 by 5PM

Questions: Submit questions to APS Director of
Operations Elizabeth Ruiz via email at
eruiz@americanpromiseschools.org by June
8, 2017. Vendors will receive written
responses to all questions posted by June
12, 2017.

Submit Proposal To: Elizabeth Ruiz
Director of Operations, American Promise
Schools
4366 Military Street, Detroit, MI 48210
Please provide three hard copies of your
insurance quotation.

About American Promise Schools and MacDowell

American Promise Schools (APS) was formed in April 2013 with a focus on the turnaround and support of existing urban schools in Michigan. During the 2013-14 school year, APS supported its first network school, the Jalen Rose Leadership Academy. APS added two additional schools to the network in the 2014-15 school year: Voyageur College Preparatory High School and Voyageur Academy. APS added MacDowell Preparatory Academy for the 2016-17.

MacDowell Elementary/Middle School is an open enrollment, public charter school located on the northwest side of the city servicing students grades K-8. For more information on American Promise Schools, please visit www.americanpromiseschools.org and www.macdowellprep.com.

Scope of Services

MacDowell desires insurance quotation based upon the information supplied herein.

It is to be understood that the following constitutes specifications only for the purpose of premium and coverage proposals and do not constitute an order for the placement of insurance. In addition, MacDowell may or may not elect to purchase any or all of the indicated basic coverage adjustments. It is further expected that each proposer will read these specifications with care, for failure to meet certain specified conditions may invalidate the proposal(s).

The information contained herein is believed to be accurate, but is not to be considered in any way as a warranty. Insurance shall not be prejudiced by any error or omission in the name or title of the insured, in stating the location of any building or contents, or in describing any property to be covered by insurance.

Consideration

The Board of Education will consider all quotations at its meeting in June 2017 for coverage effective July 1, 2017 through June 30, 2018.

Quotations

Quotations must be submitted in sealed envelopes plainly marked "Insurance Quotations for MacDowell". The bidder shall prepare the proposal on the proposal forms issued by MacDowell. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a

unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, and contain the cost for furnishing the MacDowell with insurance policies for the following coverages listed below:

1. All Risk Commercial Property
2. Comprehensive General Liability
3. Automobile Liability/Statutory No Fault
4. Umbrella Excess Liability
5. Employee Fidelity Bonds or Equivalent
6. PSA Board Directors Liability
7. All Risk

Approximate Coverage

It is understood that the insurance requirements as relates to coverage, are approximate only and MacDowell reserves the right at any time to increase or reduce same during the policy period.

Qualification of Insurer

The proposals shall state the name of the companies with which the policies will be written. Although bids will be accepted from carriers regardless of their Best's Rating (or regardless of whether or not they are rated by Best's), more favorable consideration will be given to those proposals submitted by carriers with ratings of at least A: XII. All insurers rated lower than A: XII or not subject to rating shall furnish a current financial statement and identify parent or holding company. Non-stock insurers shall offer **NON-ASSESSABLE** policies that comply with applicable state regulations. Each agent shall include in the proposals the address of servicing office in or near MacDowell.

Services Required

1. Loss Prevention Engineering - The district expects to receive required statutory inspections. In addition, the District will be receptive to loss prevention review of its premises and operations with written reports of desirable loss prevention actions to be taken.
2. Claims Service - Claims service must be available in the MacDowell area. It is anticipated that more favorable consideration will be given to proposers who have 24-hour claim service facilities. **In addition, it is preferred to receive prompt and accurate loss runs at least quarterly, of all paid and outstanding (reserved) claims.**
3. Policy Format - Proposers are reminded that clearly outlined coverages, easily understood, readable policy program construction, will receive more favorable consideration.

4. Information, Advice and Notice of Changes: - MacDowell expects to receive from its insurance representative(s) advance information and advice with regard to improved programs and methods available, and constructive suggestions as to methods of implementation.

Errors and Omissions Insurance

The agent must supply a certificate of Insurance Agents Errors and Omissions insurance along with his quotation. Minimum limit of liability is \$1,000,000. Failure to supply Insurance Agents Errors and Omissions will be cause for quotation rejection.

Form of Policies

Each proposer shall furnish a typed Specimen Policy of the company for each form of insurance to be written and must attach all typed (manuscript) endorsements so as to constitute the entire contract. Failure to provide these documents may be cause for quotation rejection.

Cancellation Notice

The policy or policies shall provide that cancellation of policies by insurance companies shall not become effective until thirty (30) days after receipt of notice of cancellation by MacDowell.

Deviation from Specifications

Any deviation from these specifications, i.e. policy language, coverage limits, must be clearly defined and explained and included as a part of the bid proposal. The information provided herein is believed to be accurate but not to be considered in any way a warranty.

Inspection

If any underwriter wishes to inspect the property, it would be necessary to arrange an appointment with Liz Ruiz, Director of Operations at eruiz@americanpromiseschools.org. The phone number is (Phone Number).

Notice of Occurrence

Failure of an agent, servant or employee of the insured, other than an official of the insured, to notify the company of any occurrence of which he/she has knowledge, shall not invalidate insurance afforded by this policy with respect to the named insured.

Knowledge of Occurrence

Knowledge of an occurrence by an agent, servant or employee of insured shall not in itself constitute knowledge by the insured unless an office of MacDowell shall have received such notice from its agent, servant or employee.

P.A. 138 OF 1982:

The use of a pooling arrangement presents a viable risk transfer technique. However, because it is not insurance, agents presenting a quotation using this technique must supply the following additional data. Failure to submit the required data will be cause for possible quotation rejection.

1. Audited Financial Statement of said pool.
2. Detailed listing of property reinsurance contracts above pool retention. Names of reinsurance intermediaries of brokers are not acceptable. If using the facilities of Lloyds, individual syndicates must be identified.
3. Detailed listing of casualty reinsurance contracts above pool retention. Names of reinsurance intermediaries or brokers are not acceptable. If using the facilities of Lloyds, individual syndicates must be identified.
4. Identify any participation in any reinsurance contracts by pool.
5. Identify any participation in any retrocession arrangements by pool or reinsurers.
6. Percentage of earned deposits retained for IBNR losses.
7. Limit of Accessibility.

Punitive Damages

It is requested that punitive damage exclusions be deleted from any liability policy in which they appear. Where the policy from is silent on this issue, written affirmation is requested that coverage for punitive damages apply to the extent permitted by law for the full amount of the policy limit. It is understood that this shall not act to increase policy limits.

Commercial General Liability Coverage Specifications

Requested Coverages, Limits and Deductibles

<u>\$3,000,000</u>	Bodily injury and property damage, per occurrence
<u>\$3,000,000</u>	Personal injury and advertising injury, any one person or organization
<u>\$3,000,000</u>	General aggregate limit (other than products/ completed operations)
<u>\$3,000,000</u>	Products/Completed Operations Limit
<u>\$1,000,000</u>	Comprehensive General Liability
<u>\$2,000,000</u>	Umbrella Excess Liability
<u>\$5,000</u>	Medical expense limit, any one person
<u>\$500,000</u>	Damage to premises Rented to You Limit
<u>\$500,000</u>	Automobile Liability/Statutory No Fault
<u>\$250,000/\$500,000</u>	Employee Fidelity Bond
<u>\$1,000,000</u>	PSA Board Director's Liability

Requested Coverage Provisions

Please quote occurrence (rather than claims-made) coverage.

Please amend the fellow employee exclusion to include coverage for supervisory personnel.

Requested Coverage Provisions

Covered Locations: Please provide coverage on all covered property.

Covered Property: Please include the following as covered property.

- Personal property of others
- Employees' property
- Building glass
- Attached signs
- Detached signs
- Fences
- TV and radio antennas
- Foundations and other underground property
- Retaining walls not part of a building
- Land, excavations, grading, filing
- Lawns, trees, shrubs, plants

Perils: Please provide all risks coverage that includes each of the following. BROAD FORM

- Full collapse coverage (including collapse resulting from design error and faulty workmanship or materials after completion of construction)
- Ordinance coverage (contingent liability for building laws, demolition, and increased cost of construction)
- Radioactive contamination, resulting loss only, direct damage
- Off-premises utility service interruption - direct damage and time element, including transmission lines.
- Spoilage of perishable goods resulting from mechanical breakdown
- Spoilage of perishable goods resulting from power failure originating on or off-premises

Instructions for Vendor Proposals

In your proposal, please answer the following questions:

1. Experience: What experience does your firm bring to this work?
 - a. Please specifically describe your firm's history, leadership, organization structure, and experience with charter schools in Michigan.
 - b. Please provide three references that we might contact to further evaluate your services. If possible, we would prefer to contact charter schools in the Detroit area.
2. Services: Please outline your approach for providing the services noted in the scope of services above.

In your proposal, please include the following documentation:

1. Signature Page (attached)
2. Bid Submission Sheet (attached)
3. Conflict of Interest Affidavit (attached)
4. Assurances and Certification Page (attached)

Indemnity, Release, Insurance and Security

Insurance

1. Evidence of Insurance Coverage
 - a. The vendor shall provide MacDowell at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable as listed below:
 - i. Certificate of Liability Insurance properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.
 - b. Insurance Requirements
 - i. During the performance and up to the date of final acceptance of the work, the Vendor must effect and maintain insurance hereafter listed below:
 1. The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of \$100,000 per person, \$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
 2. The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

- ii. The following shall be Additional Insureds on Commercial General Liability Insurance: MacDowell, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
 - iii. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
2. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to MacDowell at least ten (10) days prior to the expiration date.

Indemnification and Hold Harmless

1. The Vendor shall indemnify and hold harmless APS, MacDowell, its officers, agents, and employees from:
 - a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of the Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. MacDowell Academy will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the contractor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
 - d. The Vendor shall reimburse MacDowell any expenses incurred as a result of the Contractor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

Default and Termination

1. In the event the Vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, MacDowell may notify the Vendor of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendors the manager or, in the case of notice by the Vendor or by mailing the same certified or

registered mail to the address for the Vendor in the proposal, or the address for MacDowell in the case of notice by the Contractor.

3. Failure on the part of MacDowell to notify the Vendor of default shall not be deemed a waiver by MacDowell of MacDowell's rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.
4. Upon receipt of notice of default from, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of MacDowell, MacDowell shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to MacDowell for damages sustained by virtue of any default by the Contractor.
5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event MacDowell prevails, the Vendor shall pay all expenses of such action including MacDowell's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (30) day notice to the other party.

Integration

1. All RFP documents and addendum, contractor's response to this RFP, subsequent purchase orders, and contract with the successful Vendor contains the entire understanding between the parties.

SIGNATURE PAGE

This form must be returned, properly executed. Please use this page as a cover sheet for your bid proposal.

In compliance with the Request for a Proposal made by MacDowell the undersigned proposes to furnish and deliver all services in accordance with the accompanying descriptions and instructions in the RFP. The undersigned also asserts that:

- This proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud.
- No member of the APS/MacDowell Board of Directors nor any officer, employee or person whose salary is payable in whole or in part by the respective boards is directly or indirectly interested in this proposal or in the services to which it relates, or in any portion of the profits thereof.
- All prices herein are net and exclusive of all federal, state and municipal sales and excise taxes.
- Said bidder clearly understands that APS/MacDowell will be the sole judge in determining the quality of services as being equal to or in compliance with the descriptions set forth in the RFP.

Company: _____

Name: _____

Signature of above: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Are you a small business? Yes _____ No _____

Are you a minority business? Yes _____ No _____

If yes, list minority: _____

BID SUBMISSION SHEET

Coverage

Premium

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Name/Title

Company Name

Telephone Number

Address

Approximate Installation Date

City/State/Zip

Exceptions, additions or deviations from specifications

I, _____, a duly authorized representative of the
(please print name)

Bidding firm, agree to provide all goods and services included in this bid submittal in accordance with all applicable federal, state and local laws, regulations and ordinances and, further, to hold MacDowell harmless should any judgment be rendered against our firm for violations(s) during the performance of this project. The undersigned does, by his/her signature, indicate he/she has read, understands and will comply with all requirements and conditions of the specifications.

Signature

Title

Date

CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following:
State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW:

List and describe all existing Conflicts of Interest. (Attach an additional page if necessary.)

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: _____

Signature: _____

Name of Company: _____

City: _____

State/Zip: _____

NOTARY: State of _____

County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this _____ Day of _____, 20__ .

Notary Public: _____

My commission expires: _____

ASSURANCES AND CERTIFICATIONS

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective Vendor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Iran Economic Sanctions Act

The prospective Vendor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. MacDowell as a Michigan public entity is required to follow Public Act 517 of 2012.

Signature

Date