



# CLINTON CENTRAL SCHOOL DISTRICT

75 Chenango Avenue  
Clinton, New York 13323-1395  
(315) 557-2253  
Fax (315) 853-8727  
Website: [www.ccs.edu](http://www.ccs.edu)

## Request for Proposal Property and Casualty Insurance

### Important Dates

Invitation to Bid:	May 2, 2025
RFP Questions due by:	May 16, 2025
RFP Response Due Date:	May 23, 2025 by 12:00pm
Recommendation to Board:	June 24, 2025
Potential Award Date:	June 25, 2025
Effective Date:	July 1, 2025

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<u>Item</u>	<u>Description</u>
1.	Instructions & General Conditions
2.	Coverage & Limits of Liability
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## Documents Included

<u>Attachment</u>	<u>Description</u>
1.	Property Values and Locations
2.	Equipment Schedule
3.	Auto Schedule
4.	General Liability Schedule

## Instructions & General Conditions

1. Clinton CSD invites you to submit sealed proposal for insurance indicated in the attached specifications. Insurance proposals will be received at the District Office until **May 23, 2025, at 12:00pm**. All original and signed proposals must be delivered directly to:

Clinton CSD  
Attn: Ethan Martin – School Business Official  
75 Chenango Ave.  
Clinton, NY 13325

2. The named insured and mailing address are as follows:

Clinton CSD  
75 Chenango Ave.  
Clinton, NY 13325

3. The effective date of all coverages discussed in this proposal shall be **07/01/2025 – 07/01/2026**.
4. Assignment of Agent to represent Insurance Companies:
  - a. New York Schools Insurance Reciprocal, 333 Earle Ovington Blvd., Suite 905, Uniondale, NY 11553-3624 to Eastern Shore Insurance Agency, 101 Cayuga Street, PO Box 480, Fulton, NY 13069
  - b. Utica National Insurance Group, 180 Genesee St, New Hartford, NY 13413 to Gilroy, Kernan & Gilroy, 210 Clinton Rd, New Hartford, NY 13413
  - c. No other insurance companies specifically assigned to an Agent
5. On all policies, a "90 Day Notice of Cancellation or Non-Renewal Clause" shall be attached. The Notice of Cancellation or Non-Renewal Clause shall be sent to the School District Business Official of the named insured.
6. The following extensions of coverage or equivalent coverage form shall be attached to all policies:

### Unintentional Failure to Disclose Hazards

Your failure to disclose all hazards or prior occurrences existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards of prior occurrences is not intentional.

### Broad Knowledge of an Occurrence

It is agreed that knowledge of an occurrence by any agent, servant or employee of the insured shall not in itself constitute knowledge by the insured, unless an officer or his

designee of the insured's corporation shall have received such notice from its agents, servant or employee.

**Broad Notice of Occurrence**

In the event of an occurrence, accident, injury or damage, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of witnesses shall be given by or for the insured to the company or any of its authorized agents as soon as practicable; provided that with respect to the named insured, such notice shall be given as soon as practicable after the occurrence, accident, injury or damage has been reported to the School District Business Official.

7. Each quotation must be made upon the attached Quotation Sheets and shall be submitted in a sealed envelope with the name and address of the agency submitting the proposal shown on the outside along with the notation "Insurance Proposal."
8. The District reserves the right to reject any and all quotations. If any contracts for insurance are awarded, they shall be the carrier or carriers whose quotation and services, in the opinion of the Board, best serve the interests of the District.
9. Each carrier proposed must be licensed to do business in the State of New York and must maintain an office and place of business in this state.
10. All quotations shall be prepared in accordance with the attached instructions and specifications to receive consideration. All quotations must be firm until 30 days after the respective coverages are to be effective. This will allow the Board to "re-award" coverage in the event the Agent, Broker or Insurer originally awarded the coverage is unable to provide the coverage at the premium quoted.
11. The proposal must indicate the General Policyholder's Rating and the Financial Rating for each insurance carrier proposed (e.g. AM Best rating). The District reserves the right to accept or reject any carrier if it is, in the opinion of the District, in the best interest of the District.
12. Although the premium costs submitted are an essential part of the proposal and will weigh heavily in the deliberations of the District, the District is not obligated by operation of any statute or regulation to award contracts for insurance on the sole basis of low quotations. Factors such as experience in handling school district insurance and financial and underwriting stability will also be considered.
13. Should anyone proposing a quotation be in doubt as to the meaning of any provision in the instructions or specifications or find that information essential to the quotation has been omitted he shall notify the School District Business Official in writing. The District will endeavor to issue clarification by an addendum to all who have taken a set of proposal forms. Any such addendum shall be binding on all quotations. It is the duty of each proposer to make certain that he has received copies of all addenda.

14. The carrier(s) shall provide inspection and loss prevention services to the District without additional cost. Qualified engineers furnished by the carrier(s) shall be available for discussion with the District as may be required and shall assist the District in maintaining an adequate safety program.
15. The carriers are requested to calculate the experience modifications which will apply effective as of the inspection date of the new policies based on loss data which is available in the specifications.
16. If the carrier's inspection of the premises reveals any conditions which would have to be corrected as a condition of the carrier's acceptance of an award of the insurance, the proposal must include an exact statement of the recommendations upon which the proposal is based.
17. Any carrier submitting a proposal must furnish loss runs on a quarterly basis to the District. The loss runs shall include the date of loss, amount paid, amount reserved, a brief description of the loss and current status.
18. Unless otherwise indicated on the enclosed insurance proposal form, it will be assumed that each coverage, limit, deductible or self-insured retention requested in these instructions has been included. Recommendations for additional coverage or other options are encouraged and will receive careful consideration. However, such recommendations or options should be identified separately.

Any discrepancies to any limit, coverage, condition or requirement or inability to complete a response (Not Applicable is not a response) MUST be disclosed or identified on the proposal and quotation. The District will determine if the discrepancy(ies) are acceptable and also reserves the right to disqualify or reject the proposal / quotation.

19. All underwriting, exposure, loss and other information has been compiled from the most currently available data which is believed to be accurate, but cannot be guaranteed. The District reserves the right, if warranted, to amend exposure data as necessary.
20. The preference is to select a single agent in the placement of all lines of insurance. However, if necessary or cost-effective, the various lines of insurance may, at the option of the District, be apportioned to more than one agent. ANY PROPOSED COVERAGE THAT IS DEPENDENT UPON PURCHASE OF OTHER COVERAGE MUST BE SPECIFICALLY IDENTIFIED.
21. It is the intention of the District to maintain its insurance coverages with the successful carrier or carriers for at least three full years, with negotiations of renewal premiums and rates consistent with changes in risk or exposure. The District requires the right to make any changes in its Agent, Broker or Insurance Company if the services being performed by the Agent, Broker or Insurance Company are not satisfactory to the District.

22. A complete copy of the Insurance Specification and Proposal Forms must be given to all carriers involved in the quotation process. This copy must be prepared and distributed by the submitting agents.
23. Agents must specify any fees or service charges in their proposals if, in addition to, or in lieu of normal commissions.
24. The Agency must carry Errors and Omissions insurance with a minimum limit of \$8,000,000 each occurrence; \$8,000,000 aggregate.
25. Provide at least (3) New York Public School District references written with your agency.
26. For policies subject to dividends, show on the Quotation Form separately for each policy the percentage of dividend paid for each of the past five (5) years. Please be sure to indicate the annual period for which each dividend was paid. Please indicate on the Quotation Form each policy that is not subject to dividends.
27. A complete copy of all coverage forms and endorsements must be submitted for consideration along with the Premium Proposal Pages.

# **Clinton CSD**

## **Coverage & Limits of Liability**

### **I. Property**

#### **A. Commercial Property**

1. Blanket Building & Contents Limit: \$90,756,523.00 Agreed Value, Deductible: \$10,000
2. Extra Expense (Including Loss of Income)
3. Ordinance or Law: \$5,000,000.00 limit per occurrence
4. Pollution Cleanup and Removal: \$100,000
5. Property in transit: \$100,000
6. Exterior Signs: \$50,000 with \$250.00 deductible
7. Valuable Papers: \$50,000
8. Accounts Receivable: \$50,000
9. Primary Flood Coverage: \$25,000.00 with \$250 Deductible
10. Backup of Sewers & Drains: Included
11. Debris Removal Limit: \$100,000
12. Violent Event Extra Expense Reimbursement: \$1,000,000
13. Public Relations & Media Consultant Limit: \$25,000
14. Counseling Services Limit: \$25,000
15. Earthquake: \$500,000 with \$25,000 deductible
16. Excess Flood: \$2,600,000

#### **B. Blanket Extra Expense/Loss of Income**

Limit: Actual Loss Sustained  
Deductible: No waiting period

#### **C. Equipment Breakdown: \$100,000,000 Maximum Limit, with \$1,000 deductible**

Combined Loss of Income & Extra Expense: \$5,000,000  
Computer Equipment coverage included.  
Data Restoration: \$1,000,000  
Spoilage: \$1,000,000  
Service Interruption: \$1,000,000 (24 hours)

### **II. Inland Marine**

#### **A. Current Coverages**

Audio/Visual Equipment	\$521,700
EDP Equipment (Incl. Software)	\$1,467,220
Fine Arts (\$2,500 per item)	\$15,000
Miscellaneous Property (School Equipment)	\$100,000
Musical Instruments	\$399,450
Other (Library, Textbook, AEDs, etc)	\$535,030
Athletic Equipment	\$474,160
Telecom / Transmission Towers	\$20,000

Valuable Paper & Records	\$250,000
Building and Grounds Equipment	\$228,890
Other (Moveable Recreation Equipment)	\$376,490
Leased, Rented, Borrowed/Loaned Equipment from Others	\$100,000
<u>Deductible for all coverages in IIA = \$250 each</u>	

### **III. Commercial General Liability**

A.	Bodily Injury/Property Damage	\$1,000,000 per occurrence, \$3,000,000 annual limit
	Products Operations Aggregate	\$1,000,000 per occurrence
	Personal & Advertising Injury Aggregate	\$1,000,000 per occurrence, \$3,000,000 annual limit
	Fire Damage Legal Liability	\$1,000,000
	Medical Expense Limit	\$10,000 per person
	Employee Benefits Liability	\$1,000,000 with \$1,000 deductible
	Limited Pollution Liability Extension	\$3,000,000 annual limit \$1,000,000
B.	Include coverage for the Save Harmless Statutes – Liability imposed under Sections 3811, 3023 and 3028 of the New York Education Law.	
C.	The “Definition of Insured” shall extend coverage to members of the Board of Education, all teachers, teacher’s aides, administrative staff, employees and volunteer workers with respect to all portions of liability coverage.	
E.	Incidental Medical Malpractice Liability for doctors, dentists, nurses, nurse teachers and psychologists employed by the District.	
F.	Include Worldwide Foreign Coverage.	
G.	Aggregate Limits apply per policy.	
H.	Liability Coverage for Employed School Resource Officers.	
I.	Pesticide or Herbicide Applicator Coverage.	
J.	Employee Benefits Liability	
	1. Each Loss: \$1,000,000	
	2. Aggregate per year: \$3,000,000	
	3. Retroactive Date: 7/01/89	
	4. Deductible: \$1,000	
	5. Include: Optional extended reporting period	

- K. Abuse and Molestation Liability Coverage form-including Sexual Misconduct or Sexual Molestation
  - Each Occurrence: Shared with General Liability Limit
  - General Aggregate: Shared with General Liability Limit
- L. Limited Pollution Liability Coverage must be \$1,000,000 and explain how coverage pertains and any restrictions applicable.
- M. Coverage for claims arising from unauthorized mobile equipment, racing or stunting activities on district premises. Liability arising from the use of snowmobiles must also be covered.
- N. Coverage must not be excluded for significant exposures such as: sports and physical education activities, including use of gymnastic rebounding devices and climbing walls; child abuse or molestation; riot, civil commotion, terrorism, or mob action.

#### **IV. Crime (Need to review per current limits)**

- A. Public Employee Dishonesty – Per Loss: \$1,000,000; Deductible \$1,000 Including Faithful Performance of Duty
- B. Forgery or Alteration: \$100,000; Deductible: \$500
- C. Theft Disappearance & Destruction
  - Inside & Outside Premises: \$50,000; Deductible: \$500
- D. Computer Fraud Coverage (Including Wire Transfer Coverage) \$1,000,000; Deductible: \$1,000
  - 1. Computer Fraud is described as a loss or damage to “money”, “securities” and “other property” resulting directly from the use of any computer to fraudulently cause the transfer of property from outside the “premises” or “banking premises” to a person (other than a “messenger”) outside those premises, or to a place outside those premises.
  - 2. Wire Transfer is a loss of “funds” resulting directly from a fraudulent instruction directing a financial institution to transfer, pay or deliver “funds” from your “transfer account.”
- E. Required Endorsements:
  - 1. New York endorsement (CR 10 50 or equivalent) eliminating the exclusion for the Treasurer and Tax Collector.
  - 2. Faithful performance of duty (CR 10 44 or equivalent).
  - 3. School System endorsement extending the definition of employee to include any student while handling or having possession of property or funds in connection with sanctioned student activities (CR 1048 or equivalent).

4. Coverage must be provided for Internal Auditor, Internal Claims Auditor and Audit Committee members.

## **V. Automobile**

- A. Liability
  1. Combined Single Limit: \$1,000,000 Each Accident
  2. Personal Injury Protection: \$50,000
  3. Uninsured/Underinsured Motorists: \$50,000
  4. Include Employees and Volunteers as Insureds while acting within the scope of their activities.
  5. Layup period on buses is 7/1-9/1
- B. Physical Damage
  1. Comprehensive:  
Actual Cash Value  
Deductible – Refer to Vehicle Schedule (\$0)  
Include Full Glass coverage on all Private Passenger Vehicles
  2. Collision:  
Actual Cash Value  
Deductible – Refer to Vehicle Schedule (\$100)
- C. Include Coverage – Full Replacement Cost coverage for both Comprehensive and Collision coverage on all buses 10 years old and newer.
- D. Hired Auto Physical Damage: \$40,000
  1. Liability: \$1,000,000
  2. Comprehensive Deductible: \$500
  3. Collision Deductible: \$1,000
- E. Garage Liability \$1,000,000 / Garage keepers Liability \$150,000
  1. Comprehensive - Deductible: \$100
  2. Collision - Deductible: \$250

## **VI. School District Legal Liability**

- A. Coverage to be afforded to the following:
  1. The School District
  2. The Board of Education
  3. All teachers, including student teachers
  4. All employees including Interim School Officials and Administrators
  5. All Volunteers and other employees
- B. Limits of Liability

1. Each loss: \$1,000,000  
Defense Costs: Outside of Policy Limit  
Non-Monetary Defense: \$100,000
2. Aggregate per year: \$3,000,000
3. Deductible: \$1,000
4. Retroactive Date: Full Prior Acts
5. Include: Optional Extended Reporting Period
6. Employment Practices Liability: Included

## **VII. Umbrella Liability**

- A. Limit of Liability: \$15,000,000
- B. Aggregate per year: \$30,000,000
- C. Coverage to be excess of General Liability, Automobile Liability, School Legal Liability, Employee Benefits Liability, Abuse and Molestation Liability and Employer's Liability coverage.

## **VIII. Data Breach & Cyber Liability endorsements to include first and third party coverage on a “claim-made basis” as follows:**

- A. Data Compromise and Breach Response Expense to minimum annual aggregate limit of \$250,000 or higher and include the following:
  - Forensic IT Review: \$25,000 sublimit or higher
  - Legal Review: \$25,000 sublimit or higher
  - Public Relations Services: \$10,000 or higher
  - Named Malicious Code: \$50,000 or higher
  - Notification to Affected Individuals – Reimbursement of expenses associated with notification to “affected individuals”.
  - Services to Affected Individuals – including toll free help-line, one year credit monitoring, identity restoration case management service.

Defense and Liability to minimum annual aggregate limit of \$250,000 or higher

- B. Computer Attack minimum aggregate limit of \$250,000 or higher – coverage is triggered by damage to computer system or data caused by the following: an unauthorized person gaining access to the policyholder's computer system, or a malware attack, or a denial of service attack including:
  - Data Restoration, Data Recreation, Systems Restoration: \$12,500 or higher
  - Business Interruption: \$12,500 or higher
  - Public Relations: \$10,000 or higher

Network Security Liability \$250,000 annual aggregate limit or higher. Coverage is triggered by a network security liability suit – a civil proceeding, an alternative dispute resolution proceeding or a written demand for money alleging that a negligent failure of the Insured's computer security allowed one of the following to occur:

- Breach of third party business data;
- The unintended transmission of malware;
- A denial of service attack in which the policyholder unintentionally participated;

## **IX. Program Coverage and Service Enhancements**

A. Outline any value-added benefits and services provided by the quoting carrier/firm.

## **Clinton CSD Premium Proposal**

I.	Property	
	Total Annual Premium	_____
	Insurance Carrier AM Best's Rating	_____
	Earthquake:	Premium: _____ Deductible: _____
	Flood:	Premium: _____ Deductible: _____
II.	Inland Marine	
	Total Annual Premium	_____
	Insurance Carrier & Best's Rating	_____
III.	General Liability	
	Total Annual Premium	_____
	Insurance Carrier & Best's Rating	_____
IV.	Crime	
	Total Annual Premium	_____
	Insurance Carrier & Best's Rating	_____
V.	Automobile	
	Total Annual Premium	_____
	Total Annual Phys. Dam. Premium	_____
	Insurance Carrier & Best's Rating	_____
VI.	School District Legal Liability	
	Total Annual Premium	_____
	Insurance Carrier & Best's Rating	_____
VII.	Umbrella Liability	
	Total Annual Premium	_____
	Insurance Carrier & Best's Rating	_____
VIII.	Cyber Insurance	
	Total Annual Premium	_____
	Insurance Carrier & Best's Rating	_____
	Total Annual Premium for All Coverages	_____

The submitting agent declares that he/she has carefully examined the specifications and instructions and will provide the insurance coverages indicated for the premiums set forth in this proposal form.

Exceptions:

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(Use Additional Pages if Necessary)

PLEASE NOTE: Carefully read the following paragraphs before signing.

In signing below, the individual submitting this quotation proposed certifies that the quotations have been independently arrived at without collusion with any competing or potential competition, and that the quotation contained herein has not been disclosed prior to opening of the quotations to any other competitor.

In addition, the quote certifies that no attempt has been made to induce any other person, partnership or corporation to submit or not to submit a quotation and that all statements are accurate under penalty of perjury.

The quote further certifies that all requirements of the specifications are understood and accepted and that the premium quoted includes all required coverages, except as noted on the Quotation Form.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

## **Broker Service Requirement**

1. Broker must have at least 5 years or more in insuring Public School Districts
2. Must currently insure a minimum of 5 Public School Districts
3. Must be licensed in New York State for Property and Casualty & Life, Accident and Health

## **Scope of Services**

At a minimum, the selected Consultant/Broker will be expected to provide the following services;

1. Access to all Markets for school insurance and have the ability to periodic marketing of the school insurance program
2. Full Policy Review- Evaluate and analyze District's current insurance program design. Identify and evaluate alternative approaches and make recommended program improvements (Scope of Coverage, coverage limits, deductibles, retention limits, and risk management).
3. Review Risk Management objectives by identifying potential loss exposures and make recommendations Safety and loss Control services and training when needed
4. Claims Administrative Services include reporting and review claims updating the school on the status of ongoing claims on a semiannual or quarterly basis.
5. Issuing Certificates of Insurance and Reviewing Certificates of Insurance from outside groups.
6. Review RFP for Construction Projects, Contractors Bids and contractors certificates for proper Insurance coverages.
7. Review Policy Change endorsements, Billings , vehicle changes, contracted equipment
8. Provide the district with a forecast for changes that may arise in the insurance marketplace.
9. Coordinate the renewal process with existing carriers and analyze the proposal to negotiate terms and conditions and make recommendations.

## **Estimated Exposures General Liability Schedule**

<u>Classification</u>	<u>Premium Basis</u>	<u>Exposure</u>
Schools – Public: Grades K-5	Pupils	583
Schools – Public: Grades 6-8	Pupils	296
Schools – Public: Grades 9-12	Pupils	357
Employee Benefits	Employees - Total	214
School District Legal Liability	Pupils - Total	1,235
Abuse/Molestation Coverage	Pupils - Total	1,235