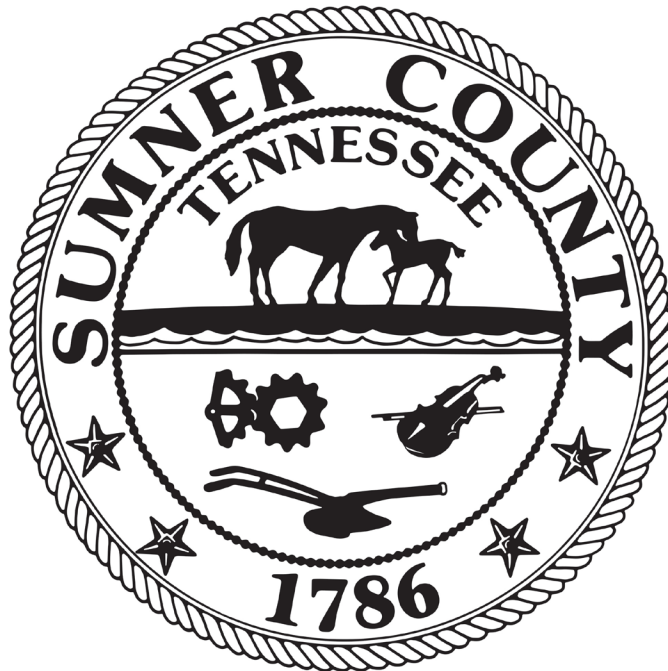


REQUEST FOR PROPOSAL (RFP)

SUMNER COUNTY GOVERNMENT SUMNER COUNTY, TENNESSEE

20230608

PROPERTY AND CASUALTY INSURANCE FOR SUMNER COUNTY EMA



Purchasing Staff Contact:

Mindy Currey
(615) 575-0514

mcurrey@sumnercountyttn.gov

Release date: May 25, 2023

RFP due date: June 8, 2023 @ 10 AM CST

This proposal solicitation document is available in an Adobe Acrobat (pdf) format. Any alterations to this document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Sumner County Government.

Sumner County Government, herein known as Sumner County, is hereby requesting a proposal for **Property and Casualty** utilized by the **Sumner County EMA**.

Upon mutual agreement by all parties, Sumner County shall grant the right to extend the terms, conditions, and prices of contract(s) awarded from this RFP to other institutions (such as state or public agencies) who express an interest in participating in any contract that results from this RFP. Each of the “piggyback” institutions will issue their own purchasing documents for purchase of the goods and/or services. Proposer agrees that Sumner County shall bear no responsibility or liability for any agreements between proposer and the other institution(s) who desires to exercise the option.

I. Proposal Specifications

Reference to available specifications shall be sufficient to make the terms of the specifications binding on the proposer. The use of the name of a manufacturer, or any special brand or make in describing an item, does not restrict the proposer to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the proposal. Proposers are required to notify the Sumner County purchasing supervisor whenever specifications/procedures are not perceived to be fair and open. The articles on which the proposal is submitted must be equal or superior to that specified.

See following page(s) for complete specifications.

ANNOUNCEMENT

Request for Bid: Insurance for the

Sumner County Emergency Management Agency

Sealed proposals for insurance, as specified in the attached pages, are invited on the property and casualty insurance requirements to become **effective: 7/1/23 with a 3 fiscal year period with an annual renewal for Sumner County.**

Bid Opening Date: June 8, 2023

Time: 10:00 am CST

Mark Bid Envelope:

Sealed Bid

Insurance Bid for the

Sumner County Emergency Management Agency

This is a request for proposals and not an order for insurance. SEALED proposals and specimen policies should be mailed or hand-delivered to the following:

Sumner County Government
Attn: Purchasing Supervisor
355 N Belvedere Dr., Room 302
Gallatin, TN 37066

GENERAL TERMS AND CONDITIONS

Name of Insured: Fire Chief's Association of Overton County

Date Policies Are to Be Effective: 7/1/23

Insurance Company Ratings

All coverage must be placed with an admitted insurer with an A. M. Best rating of A (Excellent) or better.

Deviations and/or Exceptions from Specifications

All deviations and/or exceptions from the specifications must be noted in detail by the bidder in writing at the time of submission of the formal bid. The absence of a written list of specification deviations at the time of submission of the bid will cause the bidders to be strictly accountable for furnishing coverages and services in full accordance with the specifications as written, and will be grounds for rejection upon delivery of any item(s) not fully meeting the specifications.

Specimen Policies

Every bid that is submitted must be accompanied by a complete set of current specimen policies and endorsements for every coverage form that is being proposed.

Award

Bids will be considered on the basis of all coverages combined. The insured wishes to deal with only one agent and, ideally, one company. The insured reserves the right to accept or reject any bid, and to accept the bid most advantageous as to coverage, services, and premium.

Premium Summary Page

The premium summary page must be completed and submitted. Other information in support of the bid may be attached.

Volunteer Coverage

Coverage will be provided for Volunteer Members. No Paid Personnel will be included.

PROPERTY

Coverage Amounts:	See attached property schedule
Covered Locations:	See attached property schedule
Real Property Valuation:	Guaranteed Replacement Cost
Personal Property Valuation:	Replacement Cost
Co-Insurance:	Waived for both real and personal property losses
Deductible:	\$ 250.
Special Deductibles:	\$1,000 for flood, 5% for earthquake and volcanic eruption per item.
Deductible Waiver:	Should a property claim occur in conjunction with a portable equipment or auto physical damage claim, only the largest deductible will apply; the other(s) will be waived.

Minimum Coverage Requirements:

- "All Risk" from any "covered causes of loss", except for those specifically excluded
- Earthquake and Volcanic Action:
 - Up to full amount of coverage on buildings and contents (no sub-limit); 5% deductible per item
- Flood:
 - Up to full amount of coverage on buildings and contents (no sub-limit); \$1,000 deductible
 - Coverage for Backup of Sewers and Drains; Runoff from Surface Water
- Equipment Breakdown:
 - Comprehensive coverage for all on-premises equipment utilizing energy and off-premises equipment such as mobile cascade units, generators, portable pumping units and portable extrication devices; a covered accident must include, at minimum:
 - Steam boiler explosion
 - Mechanical breakdown (unless covered by the basic property form)
 - Damage caused by artificially generated electrical currents (unless covered by the basic property form)
 - Coverage Extensions to Include:
 - \$25,000 hazardous substance limit
 - Unlimited food spoilage
 - Expediting expenses
 - Jurisdictional inspections as required by law on certain equipment
- Building Ordinance:
 - Coverage must be included for the loss of value of the undamaged portion of real property, the cost to demolish and clear the site, and the increased cost of construction according to code.
- Interruption of Power Off Premises:
 - Covered cause of loss with no distance restriction.
- Valuable Papers and Records
 - Actual costs incurred during the period of restoration
- Accounts Receivable:
 - Actual costs incurred as a result of a covered loss
- Loss of Income/Extra Expense:
 - Actual loss sustained during the 24 month period of restoration
 - Period of restoration includes increased time due to the enforcement of an ordinance or law
- Sirens and Antennas:
 - Covered as real property while at another location; must be associated with a covered premises
- Member's Residence
 - Up to \$1,000 deductible reimbursement for damage to member's residence while responding to an emergency on the insured's behalf. No deductible applies.
- Permanently Installed Property Off Premises:
 - Limit of \$125,000 for outdoor property permanently installed away from the insured's premises

Property - Minimum Coverage Requirements (Cont.):

- Personal Effects:
 - Members/employees - full replacement cost
 - All others - \$1,500 per person
 - Primary coverage
 - No deductible
 - Replacement cost valuation
- Arson Reward
 - Limit of \$ 25,000
- Glass:
 - Building glass for the same perils/limits as real property
 - Deductible waived when loss only involves building glass
- Deductible Waiver:
 - Should a property claim occur in conjunction with an Auto Physical Damage or Portable Equipment claim, only the largest deductible should apply; the other(s) should be waived
- Commandeered Property:
 - Full replacement cost basis, including loss of use coverage; no deductible applies if property belongs to a member
- \$2,500,000 Newly Acquired Real Property
- \$50,000 Personal Property at Newly Acquired Locations
- Debris Removal:
 - Actual incurred debris removal expenses
- \$100,000 Pollution Remediation for Scheduled Premises
- Personal Property Off Your Premises:
 - Greater of the highest personal property limit or \$25,000
- Fine Arts
 - Limit of \$50,000 owned by insured for which there is a certified appraisal, \$25,000 is provided if there is no certified appraisal subject to \$1,500 limit per item
- Lock and Key Replacement
 - Limit of \$25,000 to reimburse the insured for lock and key replacement after theft at insured's premises
- Trees, Shrubs, Plants and Lawns:
 - Full replacement cost; no limit per tree
- Unintentional Omissions of Real Property
 - Limit of \$500,000 in any one occurrence
- Vehicle Parts
 - Limit of \$25,000 for vehicle stock owned by insured at schedule location
- Computer Hardware Mechanical Breakdown
 - Covered cause of loss for personal property
- \$250,000 Computer Virus for Software per Occurrence
- \$250,000 Computer Software per Occurrence
- Crisis Incident Response
 - We will pay up to \$25,000 for any one crisis incident that results in crisis management expenses (to restore your public image) or post crisis counseling services

FIDELITY

Blanket Bond

Employee Dishonesty Bond

\$50,000 Limit

PORTABLE EQUIPMENT

Coverage Amount:	Blanket – no dollar limit
Deductible:	\$ 250.
Valuation:	Guaranteed Replacement Cost
Co-insurance:	None
Deductible Waiver:	Should a portable equipment claim occur in conjunction with a property or auto physical damage claim, only the largest deductible will apply; the other(s) will be waived.

Minimum Coverage Requirements:

- Coverage must be provided for all equipment owned by or furnished for the insured's regular use.
- \$50,000 of coverage should be provided for non-owned equipment temporarily in the insured's possession.
- Coverage should be provided for owned watercraft up to 100 HP with no length restriction.
- Coverage should be provided for all personal watercraft (jet skis, waverunners, etc.) owned by the insured or furnished for their regular use, regardless of the horsepower.
- Comprehensive coverage including the perils of flood, earthquake and contamination.
- Primary coverage on a full replacement cost basis without limit for personal effects of each member while engaged in official duties, not subject to any deductible.
- Coverage should be provided for expenses incurred in the reproduction of valuable papers and records if they are destroyed or damaged by a covered loss off premises.
- Any trailer carrying portable equipment should be covered as portable equipment.
- Coverage to replace obsolete chargers – when associated covered portable equipment is damaged and replaced
- Theft of portable equipment by member – limit of \$5,000 for portable equipment taken by a member no longer affiliated with the organization provided the portable equipment is reported as stolen. The most we will pay in a one year is \$10,000.
- Search and Rescue Dogs – insured for named perils when dog is scheduled by name, breed and value. No deductible applies. Newly acquired search and rescue dogs covered up to \$10,000 for up to 30 days.

AUTOMOBILE LIABILITY

Bodily Injury and Property Damage Liability: \$1,000,000 Any One Accident or Loss (Combined Single Limit)

Medical Payments: \$ 10,000 Each Person/Accident

Uninsured/Underinsured Motorist: \$1,000,000 Any One Accident or Loss

Covered Vehicles: See attached vehicle schedule

Minimum Coverage Requirements:

- **Fellow Member Liability**
- **Hired/Borrowed Auto Liability**
- **Injury to Volunteers while performing official duties of the organization if not covered by Workers' Compensation**
- **Volunteers or employees as insureds when using their personal vehicles on behalf of the organization**
 - **Primary coverage option**
- **Bodily injury or property damage resulting from intentional acts must be covered, if actions are taken to protect life or property out of the use of a covered auto.**
- **Incidental Garage Liability**
- **Garagekeepers Legal Liability - \$50,000 per "loss"**
- **Auto Pollution Liability**
- **Commandeered Auto Liability (primary)**

AUTOMOBILE PHYSICAL DAMAGE

Comprehensive Deductible:	\$250.	Collision Deductible:	\$250.
Covered Vehicles:	See attached vehicle schedule		
Automobile Valuation:	Agreed Value on all emergency vehicles		
Deductible Waiver:	Should an Auto Physical Damage claim occur in conjunction with a Property or Portable Equipment claim, only the largest deductible will apply; the other(s) will be waived.		

Minimum Coverage Requirements:

- If the estimated repair costs exceed 75% of the Agreed Value on the covered vehicle, the Organization shall be paid the lesser of the cost to replace the vehicle with a new vehicle or the Agreed Value.
- Freezing Coverage on special equipment common to emergency vehicles.
- Hired/Borrowed/Commandeered Auto Physical Damage coverage on an Actual Cash Value primary basis with a \$50 comprehensive deductible and a \$100 collision deductible.
- Customized Vehicle Extension to cover the cost of replacing custom features such as gold leaf lettering, sirens, radios, & light bars on the private passenger and service vehicles that are written on an Actual Cash Value basis.
- Physical Damage Reimbursement on an Actual Cash Value basis if not covered by personal insurance, or the amount of a member's deductible, if a member damages his/her personal vehicle while participating in an official duty of the organization.
- Rental Reimbursement for member's personally owned vehicles – when loss occurs en route, during, returning from an emergency or while at the direction and knowledge of an officer of the insured. Limit of \$30 per day for up to 30 days. (not available in Virginia)
- Towing and Labor costs. Includes the cost to tow the disabled auto to multiple facilities as necessary, prior to delivery to final repair facility. A limit of \$2,500 applies.
- Rental Reimbursement coverage for Fire Trucks if no spare or reserve units are available. Limit of \$250 any one day for up to 40 days.
- Temporary Substitute Vehicles – loss will be settled based on the valuation method of owner's policy, up to \$1,000,000. Subject to the insured's deductible.
- Full glass coverage. No deductible for glass.
- Additional 25% of loss for incurred costs rendered to comply with the latest safety standards when the vehicle is repaired or a part is replaced.
- Direct primary coverage for loss to any auto while left with an insured's garage operation (if any), up to \$50,000 per loss with a \$250 comprehensive deductible and \$500 collision deductible.
- Regardless of the number of covered autos in a covered loss in a single emergency, only one deductible, the largest, shall apply to the entire event.

GENERAL LIABILITY

Limits:	\$ 1,000,000	Per Occurrence
	\$10,000,000	Annual Aggregate
	\$ 1,000,000	Fire Damage Legal Liability
	\$ 10,000	Medical Payments

Minimum Coverage Requirements:

- Defense payments in addition to limits.
- Aggregate limit must apply per location, if more than one.
- Aggregate limit must apply per named insured, if more than one.
- Professional health care (medical malpractice) liability must cover all employees and volunteers, whether certified or not.
- Employees and volunteers must be insureds under the policy while acting on behalf of the named insured.
- "Good Samaritan" liability including bodily injury, property damage and Professional Health Care coverage for employees and volunteers.
- Bodily injury or property damage resulting from intentional acts must be covered, if actions are taken to protect life or property.
- "Host" liquor liability coverage must be included.
- Liquor liability coverage arising out of the serving or selling of alcoholic beverages must be included.
- Fellow member liability must be included.
- Fireworks liability as a result of the insured's fireworks events on an excess basis.
- Medical director (if any) must be covered for his/her administrative duties and hands-on activities.
- Injury to volunteer coverage must apply unless the named insured covers, or is required to cover, volunteers under Workers' Compensation.
- Pollution liability resulting from off-premises emergency operations, training activities and water runoff when cleaning equipment. (Not available in VT)
- Pollution liability arising out of an incident originating from an above ground storage tank, named peril basis.
- Owned watercraft liability for owned boats of 100 horsepower or less must be included.
- Personal watercraft (jet skis, waverunners, etc.) liability, whether owned by the insured or furnished for their regular use, regardless of the horsepower.
- \$10,000 Line of Duty Accidental Death Benefit – we will reimburse the insured for voluntary payment made to the family of an insured whose death results directly from participation in an emergency operation (**not available in all states**)

MANAGEMENT LIABILITY

Limits:	\$ 1,000,000	Each Wrongful Act
	\$10,000,000	Annual Aggregate
Deductible:	None	

Coverage Form: Claims Made Basis

Minimum Coverage Requirements:

- Defense payments in addition to limits
- Liability for Monetary Damages:
 - The policy must apply to liability arising out of an actual or alleged act, error, or omission by or on behalf of the insured in the performance of the insured's operations.
- Injunctive Relief:
 - \$50,000 defense expense reimbursement for suits seeking action rather than money.
- Coverage Trigger (specify if claims made or occurrence)
 - If claims made basis, no retro date (full prior acts coverage).
- Definition of Insured:
 - Insured must be defined as the named insured, executive officers, directors, commissioners, trustees, employees and volunteers acting on behalf of the named insured, as well as former employees and volunteers.
 - Includes Estates Heirs and Legal Representatives
 - Includes Spouses
- Employee Benefits Liability
- Outside Directorship Liability:
 - Employees and volunteers must be covered (excess of any other insurance) when serving on the board of directors of any non-profit organization related to emergency services.
- Employment Related Practices Liability without exclusion for discrimination or harassment.
- Fair Labor Standard Act Suit Defense Coverage – Limit of \$100,000 each claim incurred.
- Unintentional Release of HIPPA Information – Limit of \$100,000 for the payment of fines and penalties assessed upon the insured for HIPPA violations.
- Cyber Liability
 - Protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- Privacy Crisis Management Expense
 - \$50,000 each privacy event / \$50,000 aggregate
 - Reimburses for expenses you incur as a result of a privacy crisis management event first occurring during the policy period.

ACCIDENT AND SICKNESS / ILLNESS INSURANCE

Limits of Coverage

Accidental Death and Dismemberment	\$ 50,000
Illness Loss of Life	\$ 50,000
Additional Death Benefit for Seat Belt Usage	\$ 12,500
Scholarship Fund for Dependent Children (Per Child)	\$ 30,000
Spousal Benefit (Lump Sum – No Expense Documentation)	\$ 15,000
Memorial Benefit (Lump Sum – No Expense Documentation)	\$ 5,000
Blanket Medical Coverage (Excess of Workers Compensation)	\$250,000
Vision Impairment	\$ 50,000
Permanent Physical Impairment (1% - 125%) (Injury – Illness – Heart)	\$ 50,000
Occupational Retraining	\$ 20,000
Cosmetic Disfigurement from Burns	\$ 50,000
HIV Positive – Immediate Benefit	\$ 50,000
Cosmetic Plastic Surgery	\$ 25,000
Family Expense Benefit (Per Day-Lump Sum-No Documentation)	\$ 100
Post-Traumatic Stress Disorder	\$ 25,000
Critical Incident Stress Management	\$ 25,000
Felonious Assault	\$ 25,000
Home and Vehicle Alteration / Modification	\$ 50,000
Weekly Income Benefit	
First Four Weeks	\$600.
After Four Weeks – (Lessor of)	Up to \$600. or Regular Salary

Definition of Disability: Defined as the inability to perform “Your Job” Throughout the entire benefit period. No exceptions.

Permanent Physical Impairment Weekly Income Included.

Transition Weekly Income Benefit included. (Loss of Job Due to FD Disability)

The identical coverage must extend to all Volunteer Members, Junior Members, Deputized By-Standers, Auxiliary Members and Non-Members asked to assist the Auxiliary.

Coverage is to be provided during and travel to and from normal duties Such as: Firematic Events/Contests, training Exercises and Fundraising Events.

Coverage is to be provided for Accidents and Illnesses and not be restricted by age or pre-existing conditions. No physical exam required.

Coverage cannot be limited by “Direct Result” wording.

Career Rider Included

PREMIUM SUMMARY

<u>Coverage</u>	<u>Company Name</u>	<u>Annual Premium</u>
Property	_____	\$ _____
Crime	_____	\$ _____
General Liability	_____	\$ _____
Auto Liability	_____	\$ _____
Auto Physical Damage	_____	\$ _____
Portable Equipment	_____	\$ _____
Management Liability	_____	\$ _____
Excess Liability	_____	\$ _____
Accident and Sickness / Illness	_____	\$ _____
Other: _____	_____	\$ _____
TOTAL ANNUAL PREMIUM		\$ _____

ADDITIONAL SERVICES OR PROGRAMS OFFERED

- | | | |
|--|------------------------------|-----------------------------|
| • 24-hour claims answering service | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Driver training programs | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Education and training programs | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Loss control services | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Free safety posters | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Client newsletters | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Free recordkeeping forms/safety kits | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Premium installment programs | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| • Local agent representation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Agency submitting bid:

Agent who will service the account:

Deviations and/or Exceptions to the Bid Specifications:

_____ **None**

_____ **See Attached**

Schedule of Vehicles

Year	<u>Make&Model</u>	VIN	ACV	Agreed Value	Comp. Ded	Coll. Ded.
1979	JEEP PPT	J9F83EC085558	X	NIA	\$250	\$250
2005	ROADKING TRAILER	5MUBB242SJF004474		NIA	NIA	NIA
2007	PACE COMMAND TRAILER	4FPWB202976118965		NIA	NIA	NIA
1994	HALLMARK HAZMAT TRAILER	16HGB1627RH021120		NIA	NIA	NIA
2006	HOMESTEAD DECON TRAILER	5HABC20286N057519		NIA	NIA	NIA
2006	PACE MED SURGE TRAILER	4FPWB24227G119241		NIA	NIA	NIA
2001	MID-AMERICA UTILITY TRAILER	5E6US16231BDD3335		NIA	NIA	NIA
2012	FORD RESCUE LT	1FD0X5HT2CEB79667		\$100,000	\$250	\$250
2008	FORD TRUCK	1FTXW43R38EE15083	X	NIA	\$250	\$250
2017	FORD PICKUP TRK	1FT7W2B64HEF20839	X	NIA	\$250	\$250
2017	FORD PICKUP TRK	1FT7W2862HEF20838	X	NIA	\$250	\$250
2019	FORD PICKUP TRUCK	1FT7W286XKED00693	X	NIA	\$250	\$250
2019	FORD TRUCK	1FTW2868KED00692	X	NIA	\$250	\$250
2020	FORD TRUCK	1FT7W2861LEC30891	X	NIA	\$250	\$250
2020	FORD TRUCK	1FT7W2B6XLEC30890	X	N/A	\$250	\$250
2021	FREIGHTLINER COMMAND POST	4UZCHF9MCMR1283		\$1,148,000	\$250	\$250
2023	Ford Truck	1FT8W4DT8PEC44280			\$250	\$250
2023	Ford Truck	1ftf3bn4pec44277			\$250	\$250

PROPERTY

Insurer: National Union Fire Insurance Company of Pittsburgh, Pa.

Schedule of Locations

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
1	1	100 MUSIC MTN RD GALLATIN, TN 37066	TOWER/ANTENNA/REPEATER
2	1	640 MUTTON HOLLOW RD BETHPAGE, TN 37022	TOWER/ANTENNA/REPEATER
3	1	604 SOUTH BROADWAY PORTLAND, TN 37148	TOWER/ANTENNA/REPEATER
4	1	1204 WALNUT ST WESTMORELAND, TN 37186	TOWER/ANTENNA/REPEATER
5	1	1916HWY31W WHITE HOUSE, TN 37188	TOWER/ANTENNA/REPEATER
6	1	CHASE POINT DR HENDERSONVILLE, TN 37075	TOWER/ANTENNA/RPTR
7	1	Cumberland Hills 383 Cumberland Hills Dr Hendersonville Tn 37075	TOWER/ANTENNA/RPTR
8	1	173 Boone Holleman Dr Hendersonville Tn 37075	TOWER/ANT/RPTR
9	1	3126 Long Hollow Pk Hendersonville Tn 37075	Tower/ant/Rptr.
10	1	164 Blackey bandy Rd Oak Grove Tn 37022	Tower/Ant/Rptr.
11	1	641 LONG HOLLOW PIKE GALLATIN, TN 37066	TOWER/ANTENNA/RPTR

Schedule of Limits & Deductibles

Property Deductible: \$250

For the Earthquake, Flood, and Named Storms deductibles listed below, if a deductible percentage is listed, that percentage applies to the sum of the Building and Contents limits.

<u>Premises/ Item</u>	<u>Building Limit</u>	<u>Building Valuation</u>	<u>Contents Limit</u>	<u>Contents Valuation</u>	<u>Earthquake Deductible</u>	<u>Flood Deductible</u>	<u>Named Storms Deductible</u>
1 / 1	\$312,997	GRC	Not Covered	N/A	5%	\$1,000	NIA
2 / 1	\$75,461	GRC	Not Covered	N/A	5%	\$1,000	NIA
3 / 1	\$17,180	GRC	Not Covered	NIA	5%	\$1,000	NIA
4 / 1	\$80,799	GRC	Not Covered	NIA	5%	\$1,000	NIA
5 / 1	\$17,180	GRC	Not Covered	N/A	5%	\$1,000	NIA
6 / 1	\$76,282	GRC	Not Covered	NIA	5%	\$1,000	NIA
7 / 1	\$19,491	GRC	Not Covered	NIA	5%	\$1,000	NIA
8 / 1	Not Covered	NIA	\$113,940	RC	5%	\$1,000	NIA

Proposal Package

The sealed proposal package must include all the following, when applicable. Any sealed proposal may be rejected as a non-conforming proposal if any applicable item is missing.

- Two complete copies of the proposal or one sealed copy of the proposal along with a flash drive
- Evidence of a valid State of Tennessee business license and/or Sumner County business license, if applicable. If vendor does not have current license, one must be provided within ten business days of award notification.
- Evidence of compliance with the Sumner County insurance requirements, if work is performed on Sumner County property (see section III)
- RFP Sheet/ Contact Information/ Certification by Vendor (Attachment 1)
- Signed and completed Statement of Non-Collusion (Attachment 2)
- Drug-Free Workplace Affidavit (Attachment 3) - Evidence of a company's safety program and, if supported, a drug testing program
- If proposal is in excess of \$25,000, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Attachment 4) must be completed
- Attestation Re Personnel (Attachment 5) must be completed
- References (Attachment 6) must be completed if applicable
- Open Records Acknowledgement (Attachment 7) must be completed
- Properly completed Internal Revenue Service (IRS) Form W-9

The package containing the proposal must be sealed and clearly marked on the outside of the package as follows:

Vendor Name/Contact Email Address
20230608 PROPERTY AND CASUALTY INSURANCE FOR SUMNER COUNTY EMA
DO NOT OPEN

Sealed proposals must be physically received by **June 8, 2023 @ 10 AM CST**. Proposals received after that time will be deemed invalid. Sumner County is not responsible for delivery from any carriers. Vendors mailing proposal packages must allow sufficient time to ensure receipt of the package by the time specified. Sumner County shall not accept proposals via electronic transmission such as email, fax, etc. There will be no exceptions. Proposals will be opened and read aloud on **June 8, 2023 @ 10 AM CST** at the address indicated below.

Proposals may be hand delivered or mailed to the following address.

Sumner County Government
 Attn: Purchasing Supervisor
 355 N Belvedere Drive, Room 302
 Gallatin, TN 37066

Vendors must guarantee that all information included in the proposal will remain valid for a period of at least 90 days from the date of proposal opening to allow for evaluation of all proposals.

Samples of items, when called for, must be furnished free of expense and, if not destroyed, will, upon proposer's request within ten days of RFP opening, be returned at the proposer's expense. Each sample must

be labeled with the proposer's name, manufacturer's brand name and number, RFP number, and item reference.

Sumner County is not responsible for any costs incurred by any vendor pursuant to the RFP. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

II. Instructions for Proposal

A. Responses

1. Proposal must include point-by-point responses to the RFP.
2. No erasures or white-out permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing the proposal.
3. The number of calendar days in which delivery is to be made after the receipt of the order shall be stated in the RFP and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the proposal, proposer agrees that the delivery is to be made within ten business days of order.
4. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the RFP. Proposal prices shall include delivery of all items F.O.B. destination.
5. New materials and supplies must be delivered unless otherwise specifically called for in the RFP.
6. Payment terms must be specified in the proposal, including any discount for early payment. Partial payments will not be approved unless justification for such payment can be shown. Terms will be NET 30 days. Payment will not be made until the conditions and specifications of the RFP are inspected and approved as conforming by persons appointed by Sumner County.
7. Proposal must include a list of exceptions to the specifications, if any.
8. Proposal must include the legal name of the vendor and must be signed by a person legally authorized to bind the vendor to a contract.
9. Other than bonding requirements and business license, any and all proposal requirements must be met prior to submission. Bonding and business license requirements must be met before Sumner County signs contract.
10. The proposer understands and accepts the non-appropriation of funds provision of Sumner County.
11. If noted in the section "proposal specifications" or if later requested, the proposer will be required to provide a reference list of clients.
12. Sumner County is tax exempt. Vendor shall not include taxes in proposal. Vendors making improvements or additions to or performing repair work on real property for Sumner County are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

B. Vendors

1. All vendors are required to have a current IRS Form W-9 on file with Sumner County. It can be obtained from the Internal Revenue Service's website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act (50-1-702 and 50-1-703), non-employees (individuals hired as independent contractors) must have on file any one of the following documents:
 - Valid Tennessee driver's license or photo identification issued by department of safety
 - Valid driver's license or photo identification from another state where the license requirements are at least as strict as those in Tennessee
 - U.S. birth certificate
 - Valid U.S. passport
 - U.S. certificate of birth abroad (DS-1350 or FS-545)

- Report of birth abroad of a U.S. citizen (FS-240)
 - Certificate of citizenship (N560 OR N561)
 - Certificate of naturalization (N550, N570, or N578)
 - U.S. citizen identification card (I-197 or I-179)
 - Valid alien registration documentation or proof of current immigration registration recognized by the United States Department of Homeland Security that contains the individual's complete legal name and current alien admission number or alien file number (or numbers if the individual has more than one number).
3. If required, a Tennessee business license must be on file in the finance department. Evidence of the license must be provided within ten business days following notification of award. Otherwise, Sumner County may rescind its acceptance of the proposal.

III. Insurance Requirements and Liability

Each respondent to the RFP who may have employees, contractors, or agents working on Sumner County properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation at least which meet state standards. The owner or principal must also be insured by workers' compensation if they will be performing any of the services on Sumner County properties. There will be no exceptions to the insurance requirement. Proposer must indemnify and hold Sumner County harmless against any claim which might be filed against it. Proposer also understands that the evidence of required insurance must be submitted within ten business days, unless specified otherwise under RFP specifications, following notification of award; otherwise, Sumner County may rescind its acceptance of the proposal.

The vendor shall indemnify Sumner County against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

Sumner County has no obligation for the payment of any judgment, or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

IV. Clarification and Interpretation of RFP

The words "must" and "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements Sumner County considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

Any alterations to the document made by the proposer may be grounds for rejection of proposal, cancellation of any subsequent award or any other legal remedies available to Sumner County.

In the event that any interested vendor finds any part of the listed specifications, terms, or conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to immediately notify Sumner County, via email at purchasing@sumnercountyttn.gov, of such matters.

All questions, including any follow up questions, must be received by **May 31, 2023**. All inquiries to proposals will be posted on the Sumner County website at www.sumnercountyttn.gov under "Request for Proposal (RFP)" a minimum of 5 days before the proposal "deadline".

Unauthorized contact regarding this RFP with employees or officials of Sumner County other than persons named below may result in disqualification from this procurement process.

Interested parties must direct all communication regarding this RFP to the following persons (please copy both on any email):

<p>RFP Procedures: Mindy Currey Purchasing/Payroll Clerk 355 N. Belvedere Drive, RM 302 Gallatin, TN 37066 mcurrey@sumnercountyttn.gov</p>	<p>RFP Specifications: Ken Weidner 615-714-4258 kweidner@summerema.org</p>
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V. Bonding Requirements

For any construction contracts, contractor shall first execute a good and solvent bond before the contract can be awarded. The bond shall be for no less than twenty-five percent of the contract price on all contracts in excess of \$100,000.

VI. Withdrawal or Modification of Proposal

Proposals may be withdrawn at any time for any reason. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided it fully conforms to the same general terms and requirements.

VII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the proposals to this RFP and making awards, Sumner County may consider such factors as the quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price. Sumner County reserves the right to ask questions of the proposer for clarification of proposal.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.

VIII. Awarding of or Right to Seek a New Proposal

Sumner County reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

In case of vendor default, Sumner County may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost. If the awarded vendor violates any terms of their proposal, the contract, Sumner County policy, or any law, they may be disqualified from proposing for a period of two years for minor violations or longer for major violations. Proposals from disqualified proposers will not be accepted during the period of disqualification.

IX. Open Records

After a proposal is awarded, all proposals will be subject to the Tennessee Open Records Act and will be available to the public, County Commission, and other County staff and individuals upon written request. Instructions can be found under the law director's tab on the Sumner County website (www.sumnercountyttn.gov). Summary information on proposals submitted will be posted on the Sumner County Finance website under the "Purchasing" tab.

X. Assignment

Neither the vendor nor Sumner County may assign this agreement without prior written consent of the other party.

XI. Inspection of Purchases

Articles received which are not equivalent will not be accepted. Vendor will be responsible for return of items. Sumner County shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Sumner County to use nonconforming materials, an appropriate reduction in payment may be made.

XII. Invoicing

Invoices are to be submitted to:

Sumner County EMA
Attn: Carla Miller
255 Airport Rd.
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the payment terms, the amount(s) due, and the due date. All invoices shall indicate any prepayment discounts.

XIII. Contract Nullification

Sumner County may nullify the contract at any time if, in the judgment of Sumner County, the vendor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the vendor(s), but no further sums shall be owed to the vendor(s). The agreement between Sumner County and the vendor (s) is contingent upon an approved annual budget allotment, and it is subject, with thirty days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

XIV. Applicable Law

Sumner County is an equal opportunity employer. Sumner County does not discriminate towards any individual or business based on race, sex, color, age, religion, national origin, disability, or veteran status.

The successful vendor agrees he/she shall comply with all local, state, and federal laws, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event any claims should arise with regard to this contract for a violation of any such local, state, or federal laws, rules, or regulations, the provider will indemnify and hold Sumner County harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws of the State of Tennessee.

Sumner County does not enter contracts that provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

XV. Data Privacy and Security

Personal information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, or Gramm-Leach-Bliley or such information which would allow a third party to gain access to the personal, medical, or financial records of any party. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that vendor will maintain compliance with SSAE16 standard and shall undertake any audits and risk assessments vendor deems necessary to maintain compliance with SSAE16. Vendor shall provide Sumner County with the name and contact information for an employee of vendor who shall serve as Sumner County's primary security contact and shall be available to assist customer in a timely manner, as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall mitigate or resolve any security incident at vendor's expense and in accordance with application privacy rights, laws, regulations, and standards. Vendor shall reimburse Sumner County for actual costs incurred by Sumner County in responding to and mitigating damages caused by any security incident, including all costs of notice and/or remediation incurred under applicable law as a result of the security incident.

XVI. Iran Divestment Act

By submission of this proposal, each proposer and each person signing on behalf of any proposer, and in the case of a joint proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to T.C.A. § 12-12-106.

ATTACHMENT 1 – RFP Sheet/Contact Information/Certification by Vendor

Sumner County Government
 355 N Belvedere Drive, Room 302, Gallatin, TN 37066

Company Legal Name: _____

Company Official Address: _____

Company Website: _____

Company Phone: _____

Date: _____ Proposal Valid Thru Date: _____

Proposal Number/Title: **20230608 Property and Casualty Insurance for Sumner County EMA**

Deadline: **June 8, 2023 @ 10 AM CST**

Proposal Amount: Fill out, if applicable (for multiple years) check box if price list is attached

Year	Amount

Contact person for project administration:

Name: _____ Phone: _____

Email: _____

Certification by Vendor:

I, the undersigned, certify that on behalf of vendor, I am authorized to attest and obligate the above certification and to legally bind vendor to these terms, conditions, and obligations.

 Authorized Company Representative Name and Title (printed)

 Authorized Company Representative (signature)

 Date

ATTACHMENT 2 – Statement of Non-Collusion

The undersigned affirms they are duly authorized to execute this contract. This company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent. The contents of this proposal as to prices, terms, or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company: _____

Address: _____

Phone: _____

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

ATTACHMENT 3 – Drug Free Workplace

The Sumner County Government is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and vendors to remain, or become and remain, drug-free. Abuse of and dependency on alcohol and/or drugs can seriously affect the health of employees, vendors, and citizens, can jeopardize personal safety, can impact the safety of others, and can impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Government is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Government is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any vendors providing goods or services to Sumner County Government must comply with all state and federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (*Attachment 3, page 2*).

ATTACHMENT 3 (page 2) – Drug Free Workplace Affidavit

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five or more employees contracting with Sumner County Government to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the “company”) and is duly authorized to execute this affidavit on behalf of the company.
2. The company submits this affidavit on behalf of the company.
3. The company is in compliance with all state and federal laws, rules, and regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer (printed)

Principal Officer (signature)

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me based on satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at the office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

ATTACHMENT 4 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency.
2. Have not, within the three-year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted, or had a civil judgement rendered against it
 - For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction.
 - For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or proposal rigging; or
 - For the commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Company Legal Name

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 5 – Attestation Re Personnel

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

Company Legal Name:	
Federal Employer Identification Number (or Social Security Number):	

The contractor, identified above, does hereby attest, certify, warrant, and assure that the contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this contract.

 Authorized Company Representative Name and Title (printed)

 Authorized Company Representative (signature)

 Date

ATTACHMENT 6 – References

1. **Project Name/Location:** _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

2. **Project Name/Location:** _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

3. **Project Name/Location:** _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

4. **Project Name/Location:** _____

Agency/Department: _____

Date of Project: _____ Dollar Value: _____

Project Manager/Contact: _____

Phone: _____ Email: _____

**Proposers may copy this page and submit additional references.*

ATTACHMENT 7 – Open Records Acknowledgement

The undersigned acknowledges after a proposal is awarded, all proposals will be subject to the Tennessee Open Records Act and will be available to the public, County Commission, and other County staff and individuals upon written request.

Authorized Company Representative Name and Title (printed)

Authorized Company Representative (signature)

Date