

## Invitation to Bid

Insurance for the Sumner County Emergency Management Agency

20170214-CO

Responses to an Invitation to Bid will be received by the Purchasing Coordinator, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for INSURANCE FOR SUMNER COUNTY EMERGENCY MANAGEMENT AGENCY until Tuesday February 14, 10:30 a.m. local time. Bid responses will be opened at that time, taken under advisement and evaluated. All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at <http://www.sumnertn.org> and [www.sumnerschools.org](http://www.sumnerschools.org) under the bid tab

# PROPOSAL REQUEST

For

INSURANCE

FOR SUMNER COUNTY EMERGENCY MANAGEMENT AGENCY



## SUMNER COUNTY BOARD OF EDUCATION SUMNER COUNTY, TENNESSEE

**Purchasing Staff Contact:**

**Janice Wright**

**(615) 451-6569**

**[Janice.wwight@sumnerschools.org](mailto:Janice.wwight@sumnerschools.org)**

**20170214-CO**

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 Board of Education.

# Introduction

Sumner County Government (hereinafter referred to as “Sumner County”) is hereby requesting proposals to be submitted for Insurance as specified in the attached documents for the Sumner County Emergency Management Agency (EMA) 255 Airport Road Gallatin, TN 37066. 37066 In addition, all other Sumner County Government Departments and Agencies may also purchase from any submitted proposal.

Annual bid agreement with a five year optional annual renewals beginning after new fiscal year beginning July 1, 2017 upon agreement of both parties and in agreement non-appropriation of funds provision of the Sumner County Government.

## General Information

### **I. Proposal Package**

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Insurance Requirements, if work is performed on Sumner County Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company’s safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

### **NEW VENDORS**

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the Sumner County. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the department head shall forward a completed form W -9 to the finance department. It can be obtained from the Internal Revenue Service's website at [www.irs.gov](http://www.irs.gov).
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any 2m: of the following documents.
  - Valid Tennessee driver license or photo ID issued by department of safety
  - Valid out-of-state driver license
  - U.S. birth certificate
  - Valid U.S. passport
  - U.S. certificate of birth abroad
  - Report of birth abroad of a U.S. citizen
  - Certificate of citizenship
  - Certificate of naturalization
  - U.S. citizen identification card
  - Valid alien registration documentation or proof of current immigration registration

3. in addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

## **II. Responses**

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

## **III. Clarification and Interpretation of RFP**

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that 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.

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 notify Sumner County, via email at [Janice.wright@sumnerschools.org](mailto:Janice.wright@sumnerschools.org) of such matters immediately upon receipt of this Request for Proposal. All questions must be received a minimum of five days before proposal’s “deadline”. All responses to inquiries will be posted on the School System website (<http://www.sumnerschools.org>) under “Invitation to Bid” and Sumner County website at [www.sumnertn.org](http://www.sumnertn.org).

## **IV. Proposal Guarantee**

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

## **V. Related Costs**

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

## **VI. Insurance Requirements and Liability**

Each bidder or 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 of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

**VII. Payment Terms**

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System’s approval of conformance with specifications.

**VIII. Deadline**

Sealed proposals will be accepted until **Tuesday February 14, 2017 @ 10:30 a.m.** local time. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

**IX. Withdrawal or Modification of Proposal**

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

**X. Package**

The package containing the proposal must be sealed and clearly marked “**INSURANCE FOR SUMNER CO EMERGENCY MANAGEMENT AGENCY. BID # 20170214-CO**” on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education  
Attn: Purchasing Supervisor  
1500 Airport Road  
Gallatin, TN 37066

**XI. Right to Seek a New Proposal**

**The 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.

**XII. Procedures for Evaluating Proposals and Awarding Contract**

In comparing the responses to this RFP and making awards, Sumner County may consider such factors as 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.

- 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.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

**XIII. Discussions**

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

**XIV. Open Records**

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> County Website [www.sumnertn.org](http://www.sumnertn.org) under the Bids" link.

**XV. Assignment**

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

**XVI. Liabilities**

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.

**XVII. Tax Status**

Sumner County Government is tax exempt.

**XVIII. Invoicing**

Invoices are to be submitted to:

Sumner County Emergency Management Agency  
255 Airport Road  
Gallatin, TN 37066

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

**XIX. Contract Nullification**

Sumner County may, at any time, nullify the agreement if, in the judgment of Sumner County, the contractor(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 contractor(s), but no further sums shall be owed to the contractor(s). The agreement between Sumner County and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

**XX. Applicable Law**

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

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, 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 and statutes of the state of Tennessee.

Sumner County does not enter into contracts which 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.

---

## GENERAL TERMS AND CONDITIONS

---

**Name of Insured:**

**Date Policies Are to Be Effective:**

**Insurance Company Ratings**

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

**Deviations from Specifications**

All deviations 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.



---

## PROPERTY

---

<b>Coverage Amounts:</b>	See attached property schedule
<b>Covered Locations:</b>	See attached property schedule
<b>Real Property Valuation:</b>	Guaranteed Replacement Cost
<b>Personal Property Valuation:</b>	<input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Guaranteed Replacement Cost
<b>Co-Insurance:</b>	Waived for both real and personal property losses
<b>Deductible:</b>	\$ <u>250.00</u>
<b>Special Deductibles:</b>	\$1,000 for flood, 5% for earthquake and volcanic eruption per item.
<b>Deductible Waiver:</b>	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
- \$500,000 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

---

## CRIME

---

### MONEY & SECURITIES

**Limit:** \$ 30,000 per occurrence

**Deductible:** \$ 0

**Increased Special Events Coverage:**

**Special Event:** \$ \_\_\_\_\_ Increased Limit

**Description of Event:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_

---

## FIDELITY

---

### POSITION SCHEDULE BOND

**Position Covered:** \_\_\_\_\_

**Limit:** \$ \_\_\_\_\_

**Position Covered:** \_\_\_\_\_

**Limit:** \$ \_\_\_\_\_

**Position Covered:** \_\_\_\_\_

**Limit:** \$ \_\_\_\_\_

**Position Covered:** \_\_\_\_\_

**Limit:** \$ \_\_\_\_\_

### BLANKET BOND

**Limit:** \$ 50,000 Employee Dishonesty

---

## PORTABLE EQUIPMENT

---

<b>Coverage Amount:</b>	Blanket – no dollar limit.	Scheduled Portable Equipment: See Attached Schedule
<b>Deductible:</b>	\$ __250.00__	
<b>Valuation:</b>	Guaranteed Replacement Cost	
<b>Co-insurance:</b>	None	
<b>Deductible Waiver:</b>	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 an 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

---

<b>Bodily Injury and Property Damage Liability:</b>	\$ __1,000,000__	Any One Accident or Loss (Combined Single Limit)
<b>Medical Payments:</b>	\$ __10,000__	Each Person/Accident
<b>Uninsured/Underinsured Motorist:</b>	\$ __1,000,000__	Any One Accident or Loss
<b>Covered Vehicles:</b>	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  
                  \$ 3,000,000                      Annual Aggregate  
                  \$ 1,000,000                      Fire Damage Legal Liability  
                  \$ 5,000                                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)**
- Personal and Advertising Injury.

---

## MANAGEMENT LIABILITY

---

**Limits:** \$ 1,000,000 \_\_\_\_\_ Each Wrongful Act  
\$ 3,000,000 \_\_\_\_\_ Annual Aggregate

**Deductible:** None

**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.

---

## EXCESS LIABILITY

---

**Limits:** \$ \_\_\_\_\_ Each Occurrence  
\$ \_\_\_\_\_ Annual Aggregate

**Self-Insured Retention Limit:** None

**Coverage Form:** Coverage must be at least as broad as the underlying policies.

**Minimum Coverage Requirements:**

- Following form Pollution Liability
- Excess (follow form) over Auto Liability, General Liability, Employers Liability (if applicable), and Management Liability if scheduled on underlying insurance.

---

## 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	_____	\$ _____
Other: _____	_____	\$ _____
Other: _____	_____	\$ _____
TOTAL:		\$ _____

---

## ADDITIONAL SERVICES OR PROGRAMS OFFERED

---

- 24-hour claims answering service Yes  No
- Driver training programs Yes  No
- Education and training programs Yes  No
- Loss control services Yes  No
- Free safety posters Yes  No
- Client newsletters Yes  No
- Free recordkeeping forms/safety kits Yes  No
- Premium installment programs Yes  No
- Local agent representation Yes  No

Agency submitting bid:

Agent who will service the account:



**Schedule of Vehicles**

<b>Vehicle No.</b>	<b>Year</b>	<b>Make &amp; Model</b>	<b>VIN</b>	<b>ACV</b>	<b>Agreed Value</b>	<b>Comp. Ded.</b>	<b>Coll. Ded.</b>
1	1979	JEEP PPT	J9F83EC085558	X	N/A	\$250	\$250
2	2003	FORD TRUCK	1FTNF21L13EB17926	X	N/A	\$250	\$250
3	2004	FORD PICKUP	1FTNW21S74EB12464	X	N/A	\$250	\$250
4	2004	FORD SALVAGE	1F6MF53SX40A04625		\$150,000	\$250	\$250
5	2005	DODGE 350 TRUCK	3D7KS28D45G818376	X	N/A	\$250	\$250
6	2006	FORD RESCUE LT	1FTSW21556ED67274		\$28,000	\$250	\$250
7	2005	FORD EXPLORER	1FMDU72EX5ZA64911	X	N/A	\$250	\$250
8	2005	ROADKING TRAILER	5MUBB242SJF004474		N/A	N/A	N/A
9	2003	ALBRIGHT COMMAND TRAILER	1B9CB202136429420		\$20,000	\$250	\$250
10	2007	PACE COMMAND TRAILER	4FPWB202976118965		N/A	N/A	N/A
11	1994	HALLMARK HAZMAT TRAILER	16HGB1627RH021120		N/A	N/A	N/A
12	2006	HOMESTEAD DECON TRAILER	5HABC20286N057519		N/A	N/A	N/A
13	2006	PACE MED SURGE TRAILER	4FPWB24227G119241		N/A	N/A	N/A
14	2001	MID-AMERICA UTILITY TRAILER	5E6US16231BDD3335		N/A	N/A	N/A
15	2008	CHEVY PICKUP	1GCHK23K38F206704	X	N/A	\$250	\$250
16	1996	FORD PICKUP	1FTJW36G1TEA90923	X	N/A	\$250	\$250
17	2012	FORD RESCUE LT	1FD0X5HT2CEB79667		\$100,000	\$250	\$250
18	2008	FORD TRUCK	1FTXW43R38EE15083	X	N/A	\$250	\$250
19	2008	FORD TRUCK	1FTXW43R38ED28980	X	N/A	\$250	\$250

**Sumner County Emergency Management Agency**

**Scheduled Portable Equipment**

2005	Triton 22 Ft Boat	\$37,000
2005	Honda Motor 200 HP	\$12,000
2005	Excel 22 Ft Boat	\$10,500
2011	Yamaha Motor 115 HP	\$ 9,500

## PROPERTY

### 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	1916 HWY 31W WHITE HOUSE, TN 37188	TOWER/ANTENNA/REPEATER
6	1	CHASE POINT DR HENDERSONVILLE, TN 37075	TOWER/ANTENNA/RPTR
7	1	641 LONG HOLLOW PIKE GALLATIN, TN 37066	TOWER/ANTENNA/RPTR
8	1	255 AIRPORT RD GALLATIN, TN 37066	OFFICE

### 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	\$247,367	GRC	Not Covered	N/A	5%	\$1,000	N/A
2 / 1	\$59,638	GRC	Not Covered	N/A	5%	\$1,000	N/A
3 / 1	\$13,578	GRC	Not Covered	N/A	5%	\$1,000	N/A
4 / 1	\$63,857	GRC	Not Covered	N/A	5%	\$1,000	N/A
5 / 1	\$13,578	GRC	Not Covered	N/A	5%	\$1,000	N/A
6 / 1	\$60,287	GRC	Not Covered	N/A	5%	\$1,000	N/A
7 / 1	\$15,404	GRC	Not Covered	N/A	5%	\$1,000	N/A
8 / 1	Not Covered	N/A	\$90,048	RC	5%	\$1,000	N/A

**SUMNER COUNTY BOARD OF EDUCATION**

Purchasing Department  
1500 Airport Road  
Gallatin, TN 37066

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ *SIGNATURE*

AUTHORIZED COMPANY REPRESENTATIVE \_\_\_\_\_ *PRINTED*

DATE \_\_\_\_\_

BID TITLE 20170214-CO Insurance for Sumner County Emergency Management Agency  
DEADLINE Feb 14, 2017 @ 10:30 a.m. Local

BID Total \_\_\_\_\_

BID GOOD THRU \_\_\_\_\_

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

**ATTACHMENT 1**

**STATEMENT OF NON-COLLUSION**

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that 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 \_\_\_\_\_

Fax \_\_\_\_\_

Respondent (Signature) \_\_\_\_\_

Respondent (Print Name and Title) \_\_\_\_\_

Authorized Company Official (Print Name) \_\_\_\_\_

## ATTACHMENT 2

### 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 contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and 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 contractors 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 (attached page 2).

**DRUG-FREE WORKPLACE AFFIDAVIT (page 2)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) 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 because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
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: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**ATTACHMENT 3**

**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 bid, been convicted or had a civil judgment rendered against it
  - A. 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;
  - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - C. 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 the rejection of this proposal or the 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.

\_\_\_\_\_  
Name of Participant Agency

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative                      Date

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



**ATTACHMENT 4**

**CERTIFICATION BY CONTRACTOR**

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

\_\_\_\_\_ **Title**

\_\_\_\_\_ **Name**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Witness**