

PROPOSAL REQUEST

**For
General Liability Insurance Coverage
For the
Sumner County Emergency**

Medical Services



**SUMNER COUNTY GOVERNMENT
SUMNER COUNTY, TENNESSEE**

**BID # 34-120530.2
May, 2012**

Introduction

Sumner County Government is hereby requesting a proposal for General Liability Insurance coverage for the Sumner County Emergency Medical Services (EMS). 411 South Water, Gallatin, Tennessee 37066.

General Requirements

- Any response, bid, or proposal received after the above deadline shall be considered late and will not be opened or considered.
- Every proposal must be enclosed in an envelope clearly marked Sumner County EMS Liability Insurance Proposal "and ("DO NOT OPEN") on the outside of the package.
- Any proposal not including the following, when applicable, shall be rejected as a non-conforming bid.
- The term is for one year with Two (2) year option renewal after original contract period, upon agreement by Vendor and Sumner County, subject to availability of appropriations
 - Three (3) complete copies of proposal
 - If applicable, evidence of a valid State of Tennessee Business License and/or Sumner County Business License
 - Evidence of compliance with the Sumner County Government's Insurance Requirements, if work is performed on Sumner County Property
 - Signed and completed Statement of Non-Collusion (attachment 1)
 - Clear indication of the entity responsible for fulfilling this agreement
 - 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 contract 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)
- Any and all proposal requirements must be met prior to submission.
- Each submission/proposal must be complete. Any incomplete/incorrect responses will be rejected.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted 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. (see proposal requirements)

All proposals shall be submitted to the following address:

**Sumner County Government
355 North Belvedere Drive, Rm 302
Gallatin, TN 37066**

- Responses may be hand delivered or sent by mail and must clearly address the specifications set forth in this request.
- Questions on item specifications should be directed to Keith Douglas (kdouglas@sumnerems.org or 615-451-0429 ext 118).
- Questions regarding bidding policies or submission requirements should be directed to Sumner County Finance (615-442-1143 or 1183).
- After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available upon written request to the public.

Timeframe

The timeframe for all responses to be complete and in possession of Sumner County is 2:00 p.m. (local time) Wednesday, May 30th, 2012.

Proposals will be opened at an unspecified time after the deadline.

Approval

The actual acceptance of any proposal may be delayed. Therefore, all bid responses must remain valid for a period of no less than ninety (90) days. Any exclusion to this shall be indicated in the response to this request.

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, as well as professional, liability insurance and 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 Sumner County properties. There will be no exceptions to the insurance requirement.

Bond Requirements

Upon bid award, Sumner County requires a bond, or letter of credit, for any construction projects that exceed \$25,000.

Payments

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

Sumner County's approval of conformance with specifications. The Finance Department of Sumner County does not allow the practice of picking up checks in person.

Invoices are to be submitted to:

**Sumner County EMS
411 South Water Avenue
Gallatin, TN 37066**

Invoicing and Terms of Payment:

The respondent 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.

Proposal Requirements

This includes, but is not limited to, the following information. Any alternative recommendations may be so noted and priced separately from the basic request.

Policy Limits Required:

- For each Occurrence or medical Incident \$1,000,000
- Medical Expense (anyone person) \$5,000
- Personal and Advertising Injury \$1,000,000
- General Aggregate \$3,000,000
- Products-Completed Operations Aggregate \$3,000,000
- Products-Completed Operations are subject to the General Aggregate Limits
- Employers' Liability NOT COVERED
- The requested policy term is twelve (12) months.

Tax Status

Sumner County is tax exempt.

Right to Seek a New Proposal

Sumner County reserves the right to receive, accept, or reject any and all proposals for any or all reasons.

Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

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.

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 approved annual budget allotment, and is subject, within thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by Sumner County.

Non-appropriation of Funds Provision

- For any contract (bid) that extends beyond the end of the fiscal year, a continuation of the contract (bid) is subject to Sumner County Commission's continuing appropriations.
- All appropriations are valid from July 1 to June 30 and lapse and are no further in effect after June 30.
- The following are not subject to the non-appropriation of funds provisions.
 - If the request for proposal clearly indicates that it is not subject to non-appropriation
 - A binding contract for construction, engineering, or other service is properly completed prior to the end of the fiscal year
 - Products are ordered during the appropriation period

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, statues. 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.

Therefore. 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 statues 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.

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

ATTACHMENT 2

DRUG-FREE WORKPLACE

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 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, TN 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**