



Request for Proposal (RFP) #2021-04

for

**Public Safety Property/Casualty Insurance
and
Accident & Health Insurance**

Sussex County, Virginia

Issue Date:
April 28, 2021

Proposal Due Date and Hour:
May 28, 2021 at 2:00 p.m.

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Reid Foster, Public Safety Coordinator, rfoster@sussexcountyva.gov or 804.691.2582.

DUE DATE: Sealed Proposals will be received until **May 28, 2021** up to and including **2:00 PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: **One original and four copies** of Proposals must be mailed or hand delivered to:

Shilton R. Butts, County Deputy Clerk
County Administration
Post Office Box 1397 (mailing address)
Sussex, Virginia 23884

20135 Princeton Road (delivery address)
Stony Creek, Virginia 23882

Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

I **PURPOSE:** The purpose of this RFP is to establish a contract through competitive negotiation for PROPERTY/CASUALTY INSURANCE & ACCIDENT AND HEALTH INSURANCE on behalf of Sussex County, and the respective fire and rescue companies listed herein. The effective date of coverage will be July 1, 2021.

II **BACKGROUND:**

A. **NAMED INSURED:**

County of Sussex and the following:

1. Fire Companies

- a. Jarratt Volunteer Fire Department
- b. Stony Creek Volunteer Fire Department
- c. Sussex Courthouse Volunteer Fire Department
- d. Wakefield Volunteer Fire Department
- e. Waverly Volunteer Fire Department
- f. Old Hickory Volunteer Fire Department

2. Rescue Squads

- a. Stony Creek Volunteer Rescue Squad
- b. Waverly Rescue Squad

B. **ADDITIONAL INSURED:** Sussex County Board of Supervisors

C. **CURRENT BREAKDOWN OF COVERAGE:**

See Attachment C for individual breakdown of coverages.

III **STATEMENT OF NEED:**

The County needs the services of a Contractor that can provide the following or better services as outlined. **Current** programs are in Attachment C. Offerors should show age limitations, benefit period limitations and exclusions. Offerors may also offer other benefit options i.e., plastic surgery benefits, coverage for athletic games, contests and social events. Benefit levels higher than those requested can also be proposed.

A. **NEED:** Proposals should contain, **at a minimum**, the following:

1. Specimen policy forms with all exclusions shown.
2. Agency Certificate of Insurance for Errors and Omission in the amount of \$500,000 per occurrence.
3. Details of no interest payment plans.
4. Details of dividend programs.
5. Areas of non-compliance with specifications.
6. It will be assumed that all proposals are severable unless noted by you.

- B. QUARTERLY LOSS RUNS REQUIRED:** The Contractor is required to submit quarterly loss runs to the County.

IV PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manger will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the County.
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section

2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the County may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide four (4) recent references, similar to the County, for whom you have provided the type of services described herein. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual the County has your permission to contact.
3. Offeror's organization data, including size and structure of the company, experience, and financial information.
4. Describe your method and plan for providing the service described herein (Section III).
5. Discuss the Offeror's location and primary contact person if awarded this contract.
6. Provide a price schedule for **all** prices that you would propose to charge under any contract resulting from this solicitation. Provide information about conveying price increases at the time the contract is negotiated for renewal.
7. Submit any other information that you believe is relevant in evaluating your proposal.

v. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so

selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated. **See Attachment B** for sample contract form.

B. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria: Amounts of coverage, coverage terms and conditions, financial security of the insurer, qualifications of staff, experience insuring similar local agencies in the Commonwealth, including volunteer public safety service organizations, additional services offered, price.

VI RESERVATION OF RIGHTS: The County reserves the right to award in part or in whole, to one or more Offerors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII OPTIONAL PRE-PROPOSAL: An optional pre-proposal conference will be held May 6, 2021 at 10:00 a.m. at 233 L South County Drive, Waverly, Virginia 23890. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. If you plan to attend the pre-proposal, please call Ms. Shilton Butts at 434 246 1000 by 4:00 p.m., May 4, 2021.

Bring a copy of this solicitation with you. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

VIII CONTRACT ADMINISTRATION:

Mr. G. Reid Foster, Public Safety Coordinator, or designee, shall be the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the County Administration through a written amendment to the contract.

IX PAYMENT PROCEDURES: The County will authorize payment to the Contractor after

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receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Kelly W. Moore
Director of Finance
County of Sussex
Post Office Box 1397
Sussex, Virginia 23884

- X **CONTRACT PERIOD:** The initial term of this contract shall be for 2 years, or as otherwise negotiated. There will be an option for four (4) one-year renewals. If length of contract will affect your pricing, please address in your proposal.

ATTACHMENT A

GENERAL AND SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions shall be incorporated into all contracts resulting from this RFP:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to County of Sussex will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. County of Sussex, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **COOPERATIVE PROCUREMENT:** Additional public bodies public bodies may be purchase the goods or services resulting from this solicitation pursuant to Section 2.2-4304 of the Code of Virginia.
4. **CANCELLATION OF CONTRACT:** County of Sussex reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of County of Sussex, but shall be an independent contractor.

Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind County of Sussex, or to otherwise act on behalf of County of Sussex, except as County of Sussex may expressly authorize in writing.

6. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms

may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

7. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of County of Sussex. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish County of Sussex the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
8. **SEVERAL LIABILITY:** County of Sussex will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
9. **Indemnity.** The Contractor shall indemnify and hold harmless the County of Amelia and its officers and employees, against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work described herein, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) are caused in whole or in part by any negligent acts or omissions of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification clause shall apply to the fullest extent permitted by law. The County is not permitted under Virginia law to provide a similar blanket indemnification to the Contractor, and any proposal including such a requirement may be deemed non-conforming.
10. **Nondiscrimination.** During the performance of this contract, the contractor agrees:
 - (a) not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.
 - (b) The Contractor, in all solicitations or advertisements for employees placed by or on the Contractor's behalf, will state that such contractor is an equal opportunity employer.
 - (c) Notices, advertisements and solicitations placed in accordance with federal

law, rule or regulation shall be deemed sufficient for the purpose of meeting the above requirements.

(d) The Contractor will include the provisions of paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. Drug-Free Workplace. During the performance of this contract, Contractor agrees to:

- (a) provide a drug-free workplace for Contractor's employees;
- (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (c) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
- (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

during the performance of this contract for goods or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

12. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth; provision of SCC Identification Number.

Contractor, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Contractor shall provide the County with its State Corporation Commission Identification Number.

If Contractor is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law, Contractor shall provide the County with a statement describing why it is not required to be so authorized.

Failure to comply with provision shall result in the Contractor not receiving an award of this Agreement unless a waiver of this requirement is granted by the County Administrator. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of this Agreement, and such failure to comply with this provision may result in the County voiding this Agreement as authorized by Section 2.2-4311.2 of the Code of Virginia

ATTACHMENT B

**SUSSEX COUNTY
STANDARD CONTRACT**

Contract Number:

This contract entered into this ____ day of _____ 2021, by _____ hereinafter called the “Contractor” and the Sussex County, Virginia (“County”).

WITNESSETH that the Contractor and the County, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request for Proposal # _____, dated April 28, 2021, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor’s letter dated _____, 2021 all of which contract documents are incorporated herein. In the event of any conflict between the Contract Documents, this Contract shall control, followed by in descending order of control: the RFP and any special and general terms and conditions, and Contractor’s Proposal.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

COUNTY OF SUSSEX:

By: _____

By: _____

Richard Douglas

Title: _____

Title: County Administrator

ATTACHMENT C:

Existing Insurance Coverage
See the following pages