



COUNTY OF WASHINGTON, VIRGINIA

COUNTY GOVERNMENT CENTER BUILDING
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

TAMMY STURGILL, CPA
DIRECTOR OF BUDGET & FINANCE

DEPARTMENT OF BUDGET & FINANCE

April 1, 2026

To whom it may concern:

Washington County, Virginia is accepting sealed PROPOSALS from qualified entities that provide insurance for the following:

Insurance coverage for real and personal property of the Fire Service and Emergency Medical Service Providers in Washington County, Virginia, and for the persons acting as paid and volunteer personnel for such Providers. Insurance coverage under consideration could include all or any of the following components: General Liability, Property, Portable Equipment, Vehicle, Crime, Umbrella Liability, Cyber Liability, and Workers Compensation. The County may make awards to separate insurers for separate components of coverage.

The Request for Proposal packet, containing instructions and specifications, is attached for your use.

Sealed PROPOSALS must be received no later than: 3 p.m., Wednesday, April 29, 2026

Proposals should be made using the proposal forms provided with the Request for Proposal package and directed to **Department of Budget and Finance; Washington County Government Center Building; 1 Government Center Place, Suite A; Abingdon, Virginia 24210**. Four copies of the Proposal must be submitted in a sealed package marked on the outside with the Offeror's name and address, and clearly marked: "**FIRE & EMS Insurance Proposal**". No faxed proposals or electronic media responses will be accepted. Proposals must be signed in ink by an official authorized to bind the Offeror. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals and to make awards to separate insurers for separate components of coverage.

Questions to clarify the Request, instructions, specifications, or any solicitation document should be submitted by email no later than five (5) working days before the due date to: **tcopenhaver@washcova.com**. The email inquiry should be identified with a subject line of: "**Question Regarding FIRE & EMS Insurance Proposal**".

Sincerely,

Tammy Sturgill

Tammy Sturgill
Director of Budget & Finance

For posting and legal advertisement:

**REQUEST FOR PROPOSALS
INSURANCE – PROPERTY AND PERSON
FOR FIRE SERVICE AND EMERGENCY MEDICAL SERVICE PROVIDERS
IN WASHINGTON COUNTY, VIRGINIA**

The County of Washington, Virginia is currently accepting proposals for insurance coverage for real and personal property of the Fire Service and Emergency Medical Service Providers in Washington County, Virginia, and for the persons acting as paid and volunteer personnel for such Providers. Insurance coverage under consideration could include all or any of the following components: General Liability, Property, Portable Equipment, Vehicle, Crime, Umbrella Liability, Cyber Liability, and Workers Compensation. The County may make awards to separate insurers for separate components of coverage. A request for proposal package containing instructions, qualifications, and specifications may be obtained by contacting the Department of Budget & Finance at 1 Government Center Place, Suite A; Abingdon, Virginia 24210; or phone 276-525-1310.

Sealed proposals will be accepted until **3 p.m., Wednesday April 29, 2026**. Proposals must be made using specified proposal forms, and must be mailed or delivered to the address above for the Department of Budget & Finance. Proposals received after the deadline, postmarks notwithstanding, shall be rejected. The County of Washington reserves the right to reject any or all proposals.

WASHINGTON COUNTY, VIRGINIA
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210

**REQUEST FOR PROPOSALS
INSURANCE – PROPERTY AND PERSON
FOR FIRE SERVICE AND EMERGENCY MEDICAL SERVICE PROVIDERS
IN WASHINGTON COUNTY, VIRGINIA**

April 1, 2026

PROPOSALS WILL BE RECEIVED UNTIL:

3 p.m., Wednesday April 29, 2026

PROPOSALS ARE TO BE MAILED OR DELIVERED DIRECTLY TO:

WASHINGTON COUNTY, VIRGINIA, DEPARTMENT OF BUDGET & FINANCE
1 GOVERNMENT CENTER PLACE, SUITE A
ABINGDON, VIRGINIA 24210
(276) 525-1310

Four copies of the Proposal must be submitted using the specified Proposal Form in a sealed package marked on the outside with the Offeror's name and address, and clearly marked:
"FIRE & EMS INSURANCE PROPOSAL".

REQUEST FOR PROPOSAL

**INSURANCE – PROPERTY AND PERSON
FOR FIRE SERVICE AND EMERGENCY MEDICAL SERVICE PROVIDERS
IN WASHINGTON COUNTY, VIRGINIA**

TABLE OF CONTENTS

| <u>SECTION</u> | <u>Page number</u> |
|--|---------------------------|
| I. PURPOSE | 5 |
| II. PROJECT OVERVIEW | 5 |
| III. INSTRUCTIONS TO OFFERORS: PROPOSAL SUBMITTAL, QUESTIONS, & AWARD | 7 |
| ATTACHMENT 1 – SPECIFICATIONS OF COVERAGE | |
| ATTACHMENT 2 – LOCATIONS, EQUIPMENT, & PERSONNEL | |
| ATTACHMENT 3 – SPECIAL TERMS & CONDITIONS | |
| ATTACHMENT 4 – GENERAL TERMS & CONDITIONS | |
| ATTACHMENT 5 – PROPOSAL QUESTIONNAIRE | |
| ATTACHMENT 6 – REFERENCES | |
| ATTACHMENT 7 – PROPRIETARY/CONFIDENTIAL INFORMATION | |

**REQUEST FOR PROPOSALS
INSURANCE – PROPERTY AND PERSON
FOR FIRE SERVICE AND EMERGENCY MEDICAL SERVICE PROVIDERS
IN WASHINGTON COUNTY, VIRGINIA**

I. PURPOSE

The County is seeking proposals for insurance coverage for real and personal property of the Fire Service and Emergency Medical Service Providers in Washington County, Virginia, and for the persons acting as paid and volunteer personnel for such providers. The providers of these emergency services are ten separate primarily volunteer companies; although, some companies have some paid personnel. The ten departments are neither agencies of nor components of the government of Washington County, Virginia (County), but the County is considering purchasing insurance coverage for the companies. Washington County Emergency Service, a department of the County, is included as coverage is needed for the department. Insurance coverage under consideration could include all or any of the following components: General Liability, Property, Portable Equipment, Vehicle, Crime, Umbrella Liability, Cyber Liability, and Workers Compensation. The County may make awards to separate insurers for separate components of coverage.

II. PROJECT OVERVIEW

The County is requesting a standard insurance program for all Fire Service and Emergency Medical Service Providers, which the County would purchase.

The Offeror shall provide all or any of the following insurance. Coverage details and limits are described in Attachment 1, which is hereby incorporated by reference as if fully set out herein.

- General Liability
- Property
- Portable Equipment
- Vehicle
- Crime
- Umbrella Liability
- Cyber Liability
- Workers Compensation

The coverage, limits, and values stated in Attachment 1, Specifications, are the County's minimum expectation of coverage to be included in your proposal. Any exceptions, greater or lesser, to the coverage, limits and values as set out herein should be clearly and fully declared within the proposal.

The name of the policy shall be in the County of Washington, Virginia. Other named insured entities include:

- Brumley Gap Volunteer Fire Department
- Clinch Mountain Volunteer Fire Department
- Damascus Volunteer Fire Department
- Damascus Rescue Squad
- Glade Spring Fire Department
- Goodson Kinderhook Fire Rescue
- Green Spring Fire Rescue
- Meadowview Fire Department
- Washington County Fire Rescue
- Washington County Life Saving Crew
- Washington County Emergency Service (A Department of Washington County)

Addresses for the physical locations of each of the above Emergency Service Providers are set out in Attachment 2.

In addition, the following requirements shall apply:

- The offeror(s) and all insurance companies used by the offeror(s) shall be admitted and licensed to conduct business in the Commonwealth of Virginia. Proof of such licensure shall be provided prior to execution of any contract. Failure to provide an active, valid license throughout the term of the contract shall be sufficient justification for immediate termination of the contract. If the offeror is unable to demonstrate that it possesses an active, valid license at any time during the contract, the County may terminate the contract.
- The offeror(s) shall provide not less than quarterly claims information reports and provide ad hoc reports, if requested by the County.
- The offeror(s) shall be readily available to answer insurance questions and review insurance needs on a regular basis including a review of leases, rental agreements or other contracts affecting Emergency Service Providers or to which the County may be or become a party.
- Offeror(s) shall be readily available to present reports to the Washington County Board of Supervisors at regular meetings of the Board, upon request of the County.
- If requested, the offeror(s) shall furnish departmental premium allocations.
- If requested, the offeror(s) shall aid in subrogation claims.

III. INSTRUCTIONS TO OFFERORS: PROPOSAL SUBMITTAL, QUESTIONS, AND AWARD

A. Identification of proposal envelope/package

Four copies of the proposal shall be submitted to the County in a sealed envelope/package marked with the following information:

1. Offeror's name and address; and
2. **"FIRE & EMS Insurance Proposal"**

Effective January 1, 2025, per the Virginia Public Procurement Act §2.2-4303 letter A; all local public bodies shall provide an option to submit the proposals through eVA, the Commonwealth of Virginia's statewide electronic procurement system. In cases where proposals are submitted electronically, the local public body may also require a certain number of paper submissions for review purposes. Proposals may be submitted electronically through eVA, but it is NOT required. **The County DOES REQUIRE that paper submission of proposals be delivered as specified in the Request for Proposal.**

B. Deadline for County receipt

Proposal must be received by the County no later than the due date and time specified on the cover sheet to this Solicitation. Proposals received after the due date and time, postmark notwithstanding, shall be rejected.

C. Rejection if proposal in improper form

Offeror's failure to submit a proposal using the Proposal form provided with this Solicitation and with all information required by this Solicitation shall be a cause for rejection of the proposal. Modification of or additions to any portion of the proposal form may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such proposal as non-responsive. As a precondition to its acceptance, the County may, in its sole discretion, request that Offeror withdraw or modify non-responsive portions of a proposal that do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed on behalf of the Offeror.

D. Questions and modification

Questions to clarify this Solicitation shall not be received or answered by telephone or in-person. Questions shall be submitted by email no later than five (5) working days before the due date to: tcopenhaver@washcova.com. The email must identify in the subject line of: **"Question Regarding FIRE & EMS Insurance Proposal"**. Answers to all questions will be sent by email to all Offerors of whom the County is aware have interest in this Solicitation. Revisions may be made only by addendum issued by the County.

E. Optional pre-bid conference

Not applicable.

F. Inspection of job site

Not applicable.

G. Period allowed for County acceptance of proposal

Any proposal resulting from this solicitation shall be valid for 90 days after the proposal submittal deadline. At the end of the 90-day period, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

H. Interview

Prior to making an award pursuant to this solicitation, the County reserves the right to require Offeror to interview with a County review committee to determine whether Offeror is fully qualified to provide the goods and services as set forth herein. The interview is intended to show that Offeror is fully qualified, that Offeror's services will be provided in a completely satisfactory manner, and that Offeror is competent to meet or exceed the performance specifications. Failure by an Offeror to comply promptly with a request for interview may result in its proposal being rejected.

I. Award

The County will follow procedures for competitive negotiation as set forth in Virginia Code § 2.2-4302.2. Unless all proposals are canceled or rejected, the County will select for negotiation two or more Offerors that the County determines to be fully qualified and best suited among those submitting proposals on the basis of factors specified in this solicitation, including price. Negotiations may include modifications of the proposal price and of the specifications to be included. Price shall be considered, but need not be the sole or primary determining factor. The County shall initiate negotiations by written notice to the selected Offeror. The times, places, and manner of negotiating shall be agreed to by the County and the selected Offeror. Failure by an Offeror to comply promptly with a request to schedule negotiations may result in its proposal being rejected. After negotiations have been conducted with each Offeror so selected, the County will select the Offeror which, in its opinion, has made the best proposal and provides the best value and will award the contract to that Offeror. 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 County reserves the right to reject any and all proposals in whole or in part, to make awards of separate components of coverage to separate insurers, to waive any informality, to negotiate the proposal price, and to modify the specifications prior to making an award.

J. Announcement of Award

Following the announcement of the decision to award a contract as a result of this solicitation, the County will publicly post such notice on the County website at washcova.com on the Board of Supervisors’ web page in the meeting agenda public packet.

K. Oral Presentation

Offerors who submit a proposal in response to the solicitation may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the Offeror to clarify and elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

L. Evaluation Criteria

Proposals shall be evaluated by a County selection committee using the following criteria:

| | Criteria | Point Value |
|----|--|-------------|
| 1. | Overall qualifications and experience including accuracy, timeliness and system processes, reporting capabilities, and financial stability | 15 |
| 2. | Demonstrated understanding and ability to meet the services required | 15 |
| 3. | Implementation plan | 10 |
| 4. | Quality and completeness of proposal, including appropriateness and adequacy of the plan of benefits and ability to deliver high quality service | 30 |
| 5. | Cost and future cost guarantees, including savings guarantees and cost containment services | 30 |
| | Total | 100 |

M. Applicable laws and courts

This solicitation and any resulting contract shall be governed in all respects by the law of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the court of appropriate jurisdiction in Washington County, Virginia. Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

N. Ethics in public contracting

By submitting their proposal, Offeror certifies that its proposals are made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with the proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

O. Debarment status

By participating in this procurement, Offeror certifies that it is not currently debarred by the Commonwealth of Virginia or County of Washington, Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or County of Washington, Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

P. Investigation of qualifications of contractor

Offeror agrees to cooperate with such reasonable investigation as the County deems proper and necessary to determine the ability of Offeror to satisfy the terms of any contract that may be awarded pursuant to this Solicitation. Investigation may include inspection of Offeror's physical facilities prior to award to satisfy questions regarding Offeror's capabilities. Further, the County reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to fulfill the obligations of the contract.

Q. Testing and inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

R. Mandatory Use of County Forms, Terms and Conditions, and County Contract

Unless otherwise specified in the Solicitation, all proposals must be submitted on the form provided by the County. Failure to submit a proposal on the County form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Solicitation including the General Terms and Conditions may be cause for rejection of the proposal, however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as

nonresponsive. The Terms and Conditions are mandatory provisions of all Solicitations and all Contracts of the County. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

The Terms and Conditions and Instructions to Offeror and Contractors shall apply to all purchases and be incorporated into and be a part of each Solicitation and every Contract awarded by the County unless otherwise specified by the County in writing. Offerors and Contractors or their authorized representatives are expected to inform themselves fully as to these Terms and Conditions before submitting a proposal to and/or entering into any Contract with the County. Failure to do so will be at the Offeror's or Contractor's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, state, and local laws, policies, resolutions, regulations, rules, limitations and regulations, including the County's procurement policies and procedures, proposals on all Solicitations issued by County will bind Offerors, as applicable, and Contracts will bind Contractors, to all applicable terms, conditions, instructions, rules, and requirements herein set forth unless otherwise specifically set forth by the County in writing in the Solicitation or Contract. All provisions of the Terms and Conditions are material to any Contract between the County and Contractor.

All Contracts shall be in a form prepared by the County and approved by the County Attorney or his/her designee. All County procurements shall use Standard Contract Forms and Terms and Conditions. Any proposals, quotes, and contracts that contain additional terms and conditions, are on non-standard forms, or make changes to the County's standard contract language shall be reviewed by the County Attorney, or his/her designee to determine if the County's Standard Contract and Terms and Conditions requires modification prior to award of the Contract.

Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 1 of 12

GENERAL LIABILITY

Limits

\$10,000,000 General Aggregate

\$10,000,000 Products and Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury

\$500,000 Damage to Premises Rented to You (Damage by Fire, Lightning, or Explosion)

\$10,000 Medical Expense

Deductible

\$0 deductible

Coverage

Third Party General Liability coverage is to be provided for all locations. When submitting your proposal, you shall include the following minimum coverage formats, limits and endorsements.

1. General Liability coverage form as broad as the Commercial General Liability form and Professional Liability extensions
2. Coverage on an "Occurrence" basis. Claims-made will not be accepted.
3. The policy shall not be subject to an annual audit.
4. Include volunteers as additional insureds within scope of their duties.
5. Include errors & omissions for volunteers & paid staff.
6. Include Malpractice for volunteers and paid staff.
7. Include coverage for special events including, but not limited to, meetings, bingo, parades, outings & fundraising activities.
8. Separate Aggregate Limits should apply to each Volunteer Organization of the Association.
9. Include coverage for volunteers, Named Insured and Additional Insured for claims or suits for injuries to a fellow member of the insured volunteer organization or other volunteer organizations.
10. Coverage shall include:
 - Non-Owned Aircraft and Watercraft
 - Owned Watercraft less than 35 feet



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 2 of 12

Owned Unmanned Aircraft (Drones)

Contractual Liability

Fundraising Activities

Members as Insureds—Includes Physicians acting within the scope of their duties for Insured.

Fire & Rescue Service Liability: Emergency E&O, Medical Malpractice Liability, Medical Director's E&O, Good Samaritan Liability

Emergency Services Liability-Occurrence: Directors and Officers Liability, Spousal Liability, Estates, Heirs & Legal Representatives Liability, Employee Benefits Liability, Employment Related Practices Liability, Unintentional Release of Individually Identifiable Health Information, Outside Directorship,

Pollution Liability

Injury to Volunteers

Fellow Member Liability

11. Highlight any further extensions of coverage you offer.
12. Ninety-day Notice Cancellation, Non-Renewal, or Material Change in coverage.
13. Include any requirements as specified in the General Condition's section of this document.

Underwriting Information

Please see Attachment 2 for property locations and values.



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 3 of 12

PROPERTY

BUILDINGS & CONTENTS

Limits

| | |
|-----------------------|---|
| Buildings & Contents: | Limits Per Attachment 2 |
| Flood: | \$1,000,000 per occurrence and annual aggregate |
| Earthquake: | \$1,000,000 per occurrence and annual aggregate |

Deductible

| | |
|---------------------|--------------------------------------|
| Building & Contents | \$5,000 single occurrence deductible |
| Flood | \$5,000 |
| Earthquake | \$5,000 |

Coverage

1. Coverage shall include real and personal property at all locations and shall include boats and watercraft that may be housed in the buildings or trailers.
2. Coverage is to be provided on a Blanket, Agreed Amount basis, 100% Coinsurance.
3. Valuation shall be on a guaranteed replacement cost. Ordinance or Law Provision up to 100% of direct damage amount.
4. Building Ordinance/Demolition/Increased Cost of Construction coverage with limits no less than 25% of the scheduled building value.
5. Debris Removal with limits no less than 25% of loss.
6. Pollution removal, \$25,000 per occurrence.
7. Outdoor property including signs, retaining walls, which are not part of the building, trees, shrubs, etc.
8. Off premises power failure.
9. Property in transit, \$50,000 limit.
10. Collapse
11. Miscellaneous Unscheduled Property, \$50,000 limit.
12. Property within 1,000 feet of premises.
13. Flood and Earthquake coverage.



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 4 of 12

14. Loss of Rents/Extra Expense/Business Interruption coverage. \$100,000 blanket limit. Special cause of Loss Form, including extension of time period for loss under Building Ordinance/Increased period of restoration because of regulatory building requirements, tear down or debris removal.
15. Full coverage shall apply to buildings, which are or do become vacant or unoccupied.
16. Glass breakage, no sub-limits.
17. Property off premises.
18. Computers and communication equipment, software, data and valuable papers.
19. Equipment breakdown.
20. Property off premises.
21. Fire Extinguishing equipment.
22. Pollutant Clean-up.
22. Sewer and drain back up.
23. Detached trailers.
24. (90) Day notice of cancellation, non-renewal, or material change in coverage.
25. Include any requirements as specified in the General Conditions section of this document.

Underwriting information

See Attachment 2 for a list of properties.



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 5 of 12

PORTABLE EQUIPMENT

Limits

Valuation: Guaranteed Replacement Cost

Deductible

Emergency Apparatus - \$2,500 deductible

Portable Equipment - \$2,500 deductible

Coverage

1. Guaranteed Replacement Cost Coverage
2. Newly Acquired property up to \$500,000 in value without reporting requirement until renewal. No additional charge for property acquired during the policy year.
3. Coverage shall apply to all leased, rented or borrowed equipment.
4. Coverage shall be on a blanket basis for all property and shall include miscellaneous owned property, which is not listed on our statement. It shall include drones, ATV's, boats, and watercraft.
5. Members personal property-cost to repair or replace, \$0 deductible, includes ATV's and Watercrafts.
6. Ninety-Day notice of cancellation, non-renewal, or material change in coverage.
7. Include any requirements as specified in the General Conditions section of this document



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 6 of 12

VEHICLE

Limit

\$1,000,000 per Occurrence, Combined Single Limit (CSL) (Symbols 1, 19)

\$5,000 Medical Payments (Symbol 7)

\$1,000,000 Uninsured Motorist (Symbols 6, 19)

Underinsured Motorists (Symbols 6, 19)

Deductibles

Physical Damage coverage on all vehicles (per Attachment 2):

Comprehensive Deductible: \$1,000

Collision Deductible: \$1,000

Emergency Apparatus Deductible: \$2,500

Coverage

Automobile coverage shall be provided including the following limits, coverages and endorsements.

1. Liability coverage shall be written using “Symbol 1” any Auto. Hired and Non- Owned coverages shall be provided on an “if any” basis.
2. Please provide replacement cost coverage on all vehicles as shown on the schedule.
3. Automatic acquisition coverage for newly acquired vehicles during the policy year.
4. Equipment permanently attached to vehicles shall be covered.
5. (90) Day notice of cancellation, non-renewal, or material change in coverage.
6. Include any requirements as specified in the General Conditions section of this document.

Underwriting Information

Please see Attachment 2 for vehicle list.



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 7 of 12

CRIME

Employee Theft - Blanket \$100,000

Including all employees, volunteers, board members and treasurers

No deductible applies

Credit Card Forgery \$10,000

Deductible \$250



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 8 of 12

UMBRELLA LIABILITY

Limits

\$6,000,000 Aggregate *

\$2,000,000 Each Occurrence

\$2,000,000 Personal and Advertising Injury

Self Insured Retention: None

*= Auto liability claims are not subject to the aggregate limit.

Excess Over Includes:

Automobile Liability

Fellow Member Liability

Garage Liability

General Liability

Non-Owned Aircraft & Watercraft

Owned Watercraft up to 35 feet

Owned Unmanned Aircraft (Drones)

Contractual Liability

Host Liquor Liability

Fellow Member Liability

Temporary Liquor Liability

Emergency Services Liability

Directors and Officers Liability

Spousal Liability

Estate, Heirs & Legal Representatives Liability

Employee Benefits Liability

Employment Related Practices Liability

Unintentional Release of Individually Identifiable Health Information

Outside Directorships



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 9 of 12

Pollution Liability

Fire and Rescue Services Liability

Emergency Services E&O

Medical Malpractice Liability

Dispatcher’s Liability

Medical Director’s E&O

Good Samaritan Liability



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 10 of 12

CYBER LIABILITY

Limits:

\$1,000,000 Per Occurrence and Aggregate

\$0 Deductible

Coverage shall include:

Network Security, Privacy, and Data Breach Liability

Multimedia Liability

Regulatory Liability

Data Breach Incident Response

Data Restoration

Cyber Extortion

Social Engineering Fraud

PCI DSS Fines



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 11 of 12

WORKERS COMPENSATION

Coverage A—Workers’ Compensation—Statutory Limits

Coverage B—Employer’s Liability

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease (Per Person) \$1,000,000 each person

Bodily Injury by Disease (Per Accident) \$1,000,000 policy limit

| Classification | Code | Payroll | # of Employees |
|------------------------|------|-------------|----------------|
| EMS & Drivers | 7705 | \$1,062,195 | 22 |
| Firefighters & Drivers | 7710 | \$790,545 | 18 |
| Firefighters Volunteer | 7711 | \$662,400 | 184 |

See Attachment 2 for a list of paid staff by location.

Other Coverage, Conditions, and Extensions

1. Other states coverage
2. Voluntary compensation and employer’s liability coverage endorsement
3. Guarantee Cost or Loss Sensitive Program will be considered
4. Exhibit all loss sensitive programs at 10% loss ratio intervals and include all rating factors including minimum and maximum annual premiums
5. Provide premium by showing classifications, payroll, and rates along with applicable discounts, modifications and deviations.

If you are awarded the contract, the following requirements will apply:

1. Copies of the policy, endorsements, engineering reports, and any other correspondence should be furnished to Washington County.
2. Loss reports should be furnished on a quarterly basis to the insured.
3. Provide OSHA 300 reports based on filed claims.
4. Provide online claims filing.
5. Provide access to online data recovery.
6. Washington County has an active drug testing policy. Please include the percentage discount of drug testing credits your underwriters are offering along with any additional schedule credits applicable.
7. Illustrate all rates for all Worker’s Compensation programs being offered.

The following endorsements are mandatory to all applicable coverage:



Attachment 1 – SPECIFICATIONS

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 12 of 12

1. Ninety-day notice of cancellation/nonrenewal or material change
2. Knowledge of occurrence
3. Notice of occurrence (loss)
4. Unintentional errors and omissions
5. Other states coverage



Attachment 2 – PHYSICAL LOCATIONS, EQUIPMENT & STAFF

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 1 of 7

| PHYSICAL LOCATIONS | | | |
|---|---|--|--|
| | | | Business |
| Agency Name | Address | Building Value | Personal Property |
| Brumley Gap Volunteer Fire Department | 19297 Brumley Gap Road, Abingdon, VA 24210 | <ul style="list-style-type: none"> • Station 1 - \$623,732 • Station 2 - \$467,804 | <ul style="list-style-type: none"> • Station 1 - \$47,360 • Station 2 - \$46,780 |
| Clinch Mountain Volunteer Fire Department | 7350 Fire Department Rd, Abingdon, VA 24210 | <ul style="list-style-type: none"> • Station - \$491,018 | <ul style="list-style-type: none"> • Station - \$47,886 |
| Damascus Rescue Squad | 32094 Government Rd., Damascus, VA 24236 | <ul style="list-style-type: none"> • Station - \$864,009 | <ul style="list-style-type: none"> • Station - \$86,400 |
| Glade Spring Life Saving Crew | 318 E Glade Street, Glade Spring, VA 24340 | <ul style="list-style-type: none"> • Station - \$558,012 | <ul style="list-style-type: none"> • Station - \$54,854 |
| Goodson Kinderhook Fire Rescue Station 1 | 19864 Benhams Road, Bristol, VA 24201 | <ul style="list-style-type: none"> • Station - \$1,153,514 | <ul style="list-style-type: none"> • Station - \$115,351 |
| Meadowview Fire Department | 13165 Meadowview Square, Meadowview, VA 24361 | <ul style="list-style-type: none"> • Station - \$804,788 | <ul style="list-style-type: none"> • Station - \$80,478 |
| Green Springs Fire & Rescue | 22632 Green Springs Rd., Abingdon, VA 24211 | <ul style="list-style-type: none"> • Station - \$772,466 • Training Structure - \$24,431 | <ul style="list-style-type: none"> • Station - \$77,246 • Training Structure - \$0 |
| Valley Rescue Squad | 7712 Hayters Gap Rd., Saltville, VA 24370 | <ul style="list-style-type: none"> • Station - \$373,380 | <ul style="list-style-type: none"> • Station - \$20,034 |
| Washington County Fire & Rescue | 15222 Lee Hwy., Bristol, VA 24201 | <ul style="list-style-type: none"> • Station - \$823,849 • Garage/Bay - \$53,976 | <ul style="list-style-type: none"> • Station - \$82,384 • Garage/Bay - \$5,398 |
| Washington County Life Saving Crew | 241 Park Street, Abingdon, VA 24210 | <ul style="list-style-type: none"> • Station - \$1,643,514 | <ul style="list-style-type: none"> • Station - \$164,352 |
| Fire Hall Leased to Church | 919 South Shady Ave., Damascus, VA 24236 | <ul style="list-style-type: none"> • Building - \$716,625 | <ul style="list-style-type: none"> • Building - \$0 |



Attachment 2 – PHYSICAL LOCATIONS, EQUIPMENT & STAFF

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 2 of 7

| <u>Vehicle #</u> | <u>Year</u> | <u>Make</u> | <u>Description</u> | <u>VIN</u> | <u>Agreed upon value</u> |
|------------------|-------------|---------------|--------------------|--------------------|--------------------------|
| 1 | 1997 | International | Pumper | 1HTSDADRXXVH500965 | \$175,000 |
| 2 | 2004 | Ford | Mini pumper | 1FDXW47P54EC95575 | \$250,000 |
| 3 | 2015 | International | Pumper (4x4) | 3HAWEAZR8FL731995 | \$500,000 |
| 4 | 2006 | International | Pumper | 1HTWCAZR66J313097 | \$225,000 |
| 5 | 1996 | GMC | First Responder | 1GKFK16R5TJ740968 | \$16,000 |
| 6 | 2003 | Ford | Brush Truck | 1FTNX21L93EB28153 | \$30,000 |
| 7 | 2015 | Ford | First Responder | 1FT7W2B61FEA49830 | \$100,000 |
| 8 | 1997 | E-One | Pumper | 1FV6JLCB0WH805128 | \$300,000 |
| 9 | 2003 | Ford | Mini pumper | 1FDAF57P13ED07621 | \$200,000 |
| 10 | 2005 | Freightliner | Pumper | 1FVACYDJ35HU63390 | \$250,000 |
| 11 | 2007 | Dodge | Brush Truck | 3D7KS26C07G757332 | \$75,000 |
| 12 | 2018 | Freightliner | Pumper | 3ALACYFE6JDJJ9441 | \$600,000 |
| 13 | 2017 | Freightliner | Tanker | 1FVACYFE4HHJE5018 | \$300,000 |
| 14 | 1999 | Ford | Brush Truck | 1FTSF31F8XEC67878 | \$60,000 |
| 15 | 2000 | Freightliner | Pumper/Tanker | 1FV6JLCB5YHG89494 | \$200,000 |
| 16 | 2016 | Ford | Utility Command | 1FT7W2B66GEC31797 | \$60,000 |
| 17 | 2008 | Spartan | Pumper | 4S7CT2D978C070337 | \$394,000 |
| 18 | 2000 | Ford | Excursion | 1FMSU41F1YEC52003 | \$50,000 |
| 19 | 2006 | Ford | Ambulance ALS | 1FDWF37P26EA84133 | \$300,000 |



Attachment 2 – PHYSICAL LOCATIONS, EQUIPMENT & STAFF

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 3 of 7

| | | | | | |
|----|------|---------------|-----------------|-------------------|-----------|
| 20 | 2008 | GMC | Ambulance ALS | 1GDJK34608E150361 | \$300,000 |
| 21 | 2009 | Dodge | Ambulance ALS | 3D6WD66L19G529799 | \$300,000 |
| 22 | 1988 | BMYM925A2 | Brush Truck | 1002AB016 (X) | \$100,000 |
| 23 | 1995 | Spartan | Pumper | 4S7DT9G04SC016883 | \$250,000 |
| 24 | 2004 | Spartan | Pumper | 4S7HT2D974C046636 | \$300,000 |
| 25 | 1999 | Ford | Brush Truck | 1FTNF21F3XEE49186 | \$60,000 |
| 26 | 2011 | International | Tanker | 1HTWNAZT1BJ322712 | \$400,000 |
| 27 | 2016 | Dodge | Ambulance ALS | 3C7WRLCLOGG193931 | \$300,000 |
| 28 | 1996 | E-One | Pumper | 4ENRAAA81V1007720 | \$475,000 |
| 29 | 2005 | E-One | Pumper | 4EN6AAA8951000873 | \$475,000 |
| 30 | 2007 | Haulmark | Air Trailer | 16HPB18207G088805 | \$100,000 |
| 31 | 1984 | Chevrolet | Brush Truck | 1GCHK33W9ES133785 | \$30,000 |
| 32 | 1939 | Ford | Antique | MBB184681118 | \$6,000 |
| 33 | 1995 | Freightliner | Tanker | 1FV6JLCB2SL636723 | \$450,000 |
| 34 | 2000 | Pierce | Pumper | 4P1CT02M7YA000501 | \$600,000 |
| 35 | 2009 | Pierce | Pumper | 1HTMKAZRX9H099494 | \$600,000 |
| 36 | 2015 | Ford | Brush Truck | 1FD0W5HT3FEB56180 | \$300,000 |
| 37 | 2015 | Chevrolet | Silverado | 1GC4KZCG0FF506250 | \$60,000 |
| 38 | 2013 | GMC | First Responder | 1GT120EG5DF207524 | \$100,000 |
| 39 | 2001 | HME | Pumper | 44KFT42871WZ19322 | \$450,000 |
| 40 | 2006 | Freightliner | Pumper/Tanker | 1FVHC5DE07HX29340 | \$350,000 |



Attachment 2 – PHYSICAL LOCATIONS, EQUIPMENT & STAFF

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 4 of 7

| | | | | | |
|----|------|--------------|----------------------|--------------------------|-----------|
| 41 | 2007 | Freightliner | Heavy Rescue | 1FVACYBS48HZ64806 | \$400,000 |
| 42 | 2010 | Rosenbauer | Pumper | 4S7CT2D949C071950 (x) | \$600,000 |
| 43 | 1999 | Ford | Brush Truck | 1FDAF57F5XEE53100 | \$250,000 |
| 44 | 2015 | Chevrolet | Silverado | 1GC1KUEG0FF604391 | \$50,000 |
| 45 | 1999 | Dodge | Light Rescue | 3B6MF36W0XM556284 | \$300,000 |
| 46 | 2001 | Dodge | Light Rescue | 3B7MF33681J596682 | \$300,000 |
| 47 | 2004 | Ford | Explorer | 1FMZU72K44UB09574 | ACV |
| 48 | 2005 | Haulmark | Trailer | 19BEK15275CD5003 | \$5,000 |
| 49 | 2014 | Dodge | Ambulance (ALS) | 3C7WRLCL7EG237937 | \$300,000 |
| 50 | 2017 | Pierce | Saber | 4P1BAAFF1HA017314 | \$500,000 |
| 51 | 2016 | Ford | E450 Ambulance | 1FDXE4FS6GDC48378 | \$300,000 |
| 52 | 1955 | Ford | Antique Pumper | F70Z5H-82252 | \$50,000 |
| 53 | 2006 | Chevrolet | Tahoe | 1GNEK13Z46R134375 | \$50,000 |
| 54 | 2020 | Freightliner | Engine | 3ALACYFE3LDLC4679 | \$600,000 |
| 55 | 2019 | Ford | F-350 Brush Truck | 1FTRF3B68KEF54563 | \$100,000 |
| 56 | 2002 | Pierce | Fire Engine | 4P1CT02A12A001964 | \$550,000 |
| 57 | 2020 | Ford F550 | Type I Ambulance | 1FDUF4HN4LDA00289 | \$300,000 |
| 58 | 2020 | Ford | F550 Ambulance | 1FDUF5HT1LED62644 | \$350,000 |
| 59 | 2020 | Rosenbauer | Tanker | 3ALHC5FE4MDMJ0702 | \$400,000 |
| 60 | 2021 | Ford E450 | Osage Ambulance | 1FDXE4FN7MDC04203 | \$350,000 |
| 61 | 2020 | Ford | F450 Osage Ambulance | 1FDUF4HN3LDA03782 | \$320,000 |



Attachment 2 – PHYSICAL LOCATIONS, EQUIPMENT & STAFF

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 5 of 7

| | | | | | |
|----|------|---------------------|-----------------------|-------------------------|-----------|
| 62 | 2019 | Ford | F450 Type 1 Ambulance | 1FDUF4HT2KDA18867 | \$350,000 |
| 63 | 1996 | GMC | Fire Truck | 1GDP7H1J4TJ503928 | \$150,000 |
| 64 | 2014 | Ford | SUV First Responder | 1FM5K8AR3EGA75748 | \$10,000 |
| 65 | 2012 | Chevrolet | PU First Responder | 1GCRKPE79CZ302709 | \$8,000 |
| 66 | 2020 | Dodge | 5500 Ambulance | 3C7WRNCL1LG276628 | \$350,000 |
| 67 | 2018 | Ram | 5500 First Responder | 3C7WRNFL3JG413691 | \$250,000 |
| 68 | 2021 | Ford | Ambulance | 1FDRF3HT9MDA02846 | \$350,000 |
| 69 | 2009 | GMC Kodiak | Fire Truck | 1GDG5E3989F406542 | \$150,000 |
| 70 | 2008 | Ford | Ambulance | 1FDXE45P78DA32019 | \$350,000 |
| 71 | 2021 | Ford | Ambulance | 1FDUF5HN3MED09110 | \$350,000 |
| 72 | 1999 | Ford | Crash Truck | 1FDAQ57F5XEC9897 (x) | \$100,000 |
| 73 | 2017 | Chevrolet | PU First Responder | 1GC2KVEG0HZ387422 | \$60,000 |
| 74 | 1996 | KME | Renegade Engine | 1K9AF4280TN058444 | \$125,000 |
| 75 | 2002 | Pierce | Dash | 3GCUYAEFMG145935 (x) | \$500,000 |
| 76 | 2023 | Ford | Mini Pumper | 1FD0W5HT9PEC92007 | \$310,000 |
| 77 | 2024 | Kenworth | Tanker | 2NK5HJ8XXRM363118 | \$480,000 |
| 78 | 2024 | Homesteader | Trailer | 5HAVE1629RN128122 | \$10,000 |
| 79 | 2019 | Triple Crown | Trailer | 1XNBU1624K2001212 | \$3,500 |
| 80 | 2022 | Chevrolet Silverado | Brush Truck | 1HTKJPVKXNH736934 | \$350,000 |



Attachment 2 – PHYSICAL LOCATIONS, EQUIPMENT & STAFF

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 6 of 7

| | | | | | |
|----|------|-----------|-------------------------|-------------------|-----------|
| 81 | 2016 | Chevrolet | Tahoe Command | 1GNSKCKC8GR277519 | \$100,000 |
| 82 | 1995 | Pierce | Engine | 4P1CT02U1SA000467 | \$300,000 |
| 83 | 1996 | Pierce | Quantum | 4P1CT02S7TA000389 | \$500,000 |
| 84 | 2024 | Ford | Ambulance | 1FDUF5HTXREF60565 | \$300,000 |
| 85 | 2024 | Chevrolet | Suburban Quick Response | 1GNSKCKD1RR340178 | \$115,000 |
| 86 | 2021 | Chevrolet | Silverado 1500 | 3GCUYAEF3MG454774 | \$34,000 |

STAFF

| Department | Number of Paid (FTE) * | Paid Payroll- EMS & Drivers | Paid Payroll- Firefighters & Drivers | Volunteer Members | Junior Members | Volunteer Payroll (\$3,600 per volunteer) |
|--------------------------------|------------------------|-----------------------------|--------------------------------------|-------------------|----------------|---|
| Brumley Gap Fire Dept | 0 | 0 | 0 | 21 | 1 | \$79,200 |
| Clinch Mountain Fire Dept | 0 | 0 | 0 | 25 | 0 | \$90,000 |
| Damascus Fire Dept | 0 | 0 | 0 | 30 | 3 | \$118,800 |
| Damascus Rescue Squad | 7 | \$249,435 | 0 | 10 | 0 | \$36,000 |
| Glade Spring Fire Dept | 2 | 0 | \$35,820 | 17 | 1 | \$64,800 |
| Goodson Kinderhook Fire Rescue | 7 | 0 | \$349,210 | 9 | 0 | \$32,400 |
| Green Spring Fire Rescue | 0 | 0 | 0 | 27 | 1 | \$100,800 |
| Meadowview Fire Dept | 0 | 0 | 0 | 22 | 0 | \$79,200 |
| Washington Co. Fire Rescue | 9 | 0 | \$405,514 | 10 | 0 | \$36,000 |



Attachment 2 – PHYSICAL LOCATIONS, EQUIPMENT & STAFF

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 7 of 7

| | | | | | | |
|------------------------------------|----|-------------|-----------|-----|----|-----------|
| Washington Co. Life Saving Crew | 15 | \$812,760 | 0 | 2 | 5 | \$25,200 |
| Totals | 40 | \$1,062,195 | \$790,545 | 173 | 11 | \$662,400 |

*Calculated on the basis of full time equivalent (FTE)



Attachment 3 – SPECIAL TERMS AND CONDITIONS

Insurance – Property and Person for Fire Services and Emergency Medical Service Providers in Washington County, Virginia

Page 1 of 1

The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

1. **TERM OF CONTRACT.** The term of contract resulting from this solicitation shall be five years or as otherwise specifically stated in the contract documents and shall automatically renew from year to year thereafter unless either party terminates as provided herein. Price increases may be negotiated to begin only at the time of renewal and require 6 months advance written notice.
2. **PROJECT CONTACT.** Offeror shall identify one person to serve as the primary point of contact for the County for management of insurance coverage in the event a Contract is awarded to Offeror as a result of this solicitation.
3. **CONTRACT EXTENSIONS.** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar services, the County may, with written consent of the Offeror, extend this contract for such a period as may be necessary to afford the County a continuous supply of the identified services.
4. **TO SUBCONTRACTORS.**
 - a. An Offeror awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the Offeror's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the agency and the subcontractor(s), in writing, of the Offeror's intention to withhold payment and the reason.
 - b. The Offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Offeror that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.



Attachment 4 – GENERAL TERMS AND CONDITIONS

Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in
Washington County, Virginia

Page 1 of 7

The headings, below, are for general reference purposes only and shall have no effect on the interpretation of the Contract.

General Terms and Conditions

Payment

1. Form of payment. All invoices shall be directed to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order number and the Contractor's federal employer identification number.
2. Timing of payment. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after the invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.

Tax exemptions

3. Tax exemption. The County is exempt from State sales tax on purchase of goods. State sales and use tax certificates of exemption will be issued upon request.
4. Direct purchase agreements. Not applicable

Contractor Qualifications & Performance

5. Contractor licensure. Contractor shall maintain current permits, certifications, and licensure as required to perform the services required by this Contract.
6. Independent contractor. The selected contractor is an independent contractor and shall not be deemed the agent of the County of Washington for any purpose whatsoever. No Contractor's employee or sub-contractor shall hold himself out as an employee of the County of Washington and none shall have power or authority to bind or obligate the County of Washington in any manner. Contractor shall be liable for and pay all taxes required by local, state, or federal governments or any other taxes and permits required by law. Contractor shall adhere to any and all regulations and stipulations governing the operation and work of such Contractor for the duration of this contract. The County of Washington shall in no manner be held liable for Contractor's disregard for required work related regulations.
7. No subcontract or assignment. No portion of the work to be performed pursuant to this Contract shall be subcontracted or assigned without the written consent of the County.
8. Contract performance. Not applicable.
9. Asbestos. Not applicable
10. Repair of damage. Not applicable.
11. Final inspection. Not applicable.



Attachment 4 – GENERAL TERMS AND CONDITIONS

Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 3 of 7

15. Insurance discretion of County. If the insurance coverage and limits stated herein cannot be provided, the County Director of Department of Budget and Finance, in such Director's sole discretion, may approve such other insurance coverage or limits that the County Director of Department of Budget and Finance deems acceptable.

County constitutional limitation

16. Constitutional limitation. The County obligations pursuant to this Contract are moral obligations subject to the limitations of the constitution and law of the Commonwealth of Virginia, subject to annual appropriation by the Board, and non-appropriation shall not constitute grounds for recovery against the County. The covenants of the County as stated herein shall not be interpreted to establish any pledge, security interest, lien, or other encumbrance of the full faith and credit or property of the County. State law and constitution prohibit the County from expenditure of funds unless appropriated by the Washington County Board of Supervisors and from obligating funds beyond the current fiscal year (July 1 – June 30). Therefore, notwithstanding any provision in the Contract to the contrary, if the Washington County Board of Supervisors does not appropriate funds for the continuance of this contract in any future fiscal year, this contract and all obligations hereunder shall automatically terminate upon depletion of the currently appropriated funds, without penalty to the County.

Contract

17. Non-waiver of rights. No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by the County to act on or to assert any right hereunder does not constitute a waiver of such right.
18. Binding effect. This Contract shall be binding upon all heirs, successors, and/or assigns to any of the parties to this Contract, subject to limitations of law for the County as stated herein.
19. Modification and assignment. This Contract may be modified or assigned only by written agreement signed by all parties hereto.
20. Change orders. Any change in the scope of work to be performed, materials to be used, price of project, schedule for completion, or other aspect of performance of the Contract shall require a written modification of the Contract, which shall be called a Change Order. Unless it is not feasible to do so, Change Orders shall be prepared using the County-provided form for Change Orders. BEFORE proceeding with any additional work or variations in specified materials, Contractor shall obtain a written Change Order signed by both parties to the contract or, at minimum, email authorization from the County. The only persons authorized to sign a Change Order on behalf of the County or to provide email authorization for a Change Order shall be the County Administrator or his or her designee. The County shall not pay any additional expense incurred by Contractor based on an oral-only change



Attachment 4 – GENERAL TERMS AND CONDITIONS

Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 4 of 7

agreement. The Change Order shall become effective only after it has been signed on behalf of both parties to the Contract by the authorized representatives, or if authorized by email, clearly transmitted by emails between such authorized representatives that address all matters that are covered by the Change Order form and that communicate both parties' agreement. Both parties to the contract agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order.

21. Sovereign immunity. Nothing in this Contract shall be construed as an express or implied waiver of the County's sovereign or Eleventh Amendment immunity, as a political subdivision of the Commonwealth.
22. Governing laws. This Contract shall be governed by the laws of the Commonwealth of Virginia. In the event of dispute, the affected party shall provide written notice of dispute to all other parties. The parties shall make all reasonable efforts to resolve differences by negotiation. However, in the event that a resolution by negotiation is not reached within a reasonable time, the parties may proceed to mediation or litigation. Claims against the County for damages shall proceed as required by Title 15.2, Chapter 12, Article 4 of the Code of Virginia (1950, as amended).
23. Litigation venue. Venue for litigation shall be in the Circuit Court of the County of Washington, Virginia. All parties to this Contract have standing to enforce any covenants, terms, provisions, and contracts set forth herein.
24. Complete agreement. This Contract sets forth all of the promises, contracts, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and contracts between parties concerning such subject matter.
25. Severance clause. If any provision of this Contract shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Contract shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Counterparts and electronic signature. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures or signed copies sent by portable document format (PDF) shall be deemed originals.
27. Survival. Contract provisions regarding indemnification and recovery of damages for deficient contract performance shall survive the completion or earlier termination of the contract.

Disputes, failure to perform, termination

28. Failure to deliver. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.



Attachment 4 – GENERAL TERMS AND CONDITIONS

Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in
Washington County, Virginia

Page 5 of 7

29. Termination of contract:

- a. County or Contractor may terminate this Contract for convenience upon giving the other party 30 calendar days prior written notice. County shall within 30 calendar days after the date of termination pay Contractor for all services rendered and all costs incurred up to the date of termination in accordance with the applicable fee schedule.
- b. County may terminate the Contract for cause subject to the following provisions. Prior to termination of the contract, the County shall give Contractor ten calendar days prior written notice, during which Contractor may rectify the cause of the termination. County may postpone the effective date of the termination, at its sole discretion. If rectified to the satisfaction of the County within said ten days or such other time as allowed by County, County may rescind the notice of termination. If it does not, then the County may immediately terminate the contract for cause by giving written notice to the Contractor.
- c. Written notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor by U.S. mail or any other means at Contractor's last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three business days, by posting the notice at the job site. Contractor's failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

30. Termination for cause. Without limitation, the following are bases for termination for cause, County may terminate the contract in the event Contractor fails to remain in compliance with applicable requirements for permitting, insurance, registration to do business in the Commonwealth of Virginia for the purposes required by the contract.

31. Termination for bankruptcy or acquisition by third party. The County may terminate the Contract if Contractor files for bankruptcy protection or is acquired by an independent third party. Contractor must disclose to the County any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes the County to immediately terminate the Contract.

32. Immediate termination. In the event of Contractor conduct that exhibits reckless disregard for the consequences of its conduct and its performance of services pursuant to this Contract, County, at its sole discretion, may immediately terminate the Contract upon delivery of written notice to Contractor. Additionally, in the event of voluntary or involuntary action that results in either the Contractor coming under the jurisdiction of federal bankruptcy court or assignment to a receivership, the County shall have sole discretion to terminate this contract immediately.



Attachment 4 – GENERAL TERMS AND CONDITIONS

Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in
Washington County, Virginia

Page 6 of 7

Compliance with laws

33. No illegal aliens. Contractors certify that they do not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
34. Drug-free workplace.
- a. Contractor acknowledges and certifies that it understands that the following acts by Contractor, its employees, and/or agents performing services on County property are prohibited: (i) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and (ii) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - b. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the County in addition to any criminal penalties that may result from the conduct.
 - c. Federal laws. Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964 (as amended), the Americans With Disabilities Act (as amended), the Virginia Human Rights Act, and the Virginians with Disabilities Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided: however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000.00, the Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 requirements of this section.
- d. The Contractor will include the provisions of the foregoing 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.



Attachment 4 – GENERAL TERMS AND CONDITIONS

Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in
Washington County, Virginia

Page 7 of 7

- e. The requirements of this section are a material part of the contract. If the Contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from contracting regardless of whether the specific contract is terminated.



Attachment 5 – PROPOSAL QUESTIONNAIRE

Insurance – Property and Person for Fire Services and Emergency Medical Service Providers in Washington County, Virginia

Page 1 of 4

PROPOSAL QUESTIONNAIRE

The undersigned, as Offeror, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person or firm herein mentioned has any interest in this proposal; that this is made without connection with any other person or company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

Offeror further declares that they have examined the specifications of the materials and services and informed themselves fully in regard to all the conditions pertaining to the materials and services; that they have examined the specifications relative thereto, and have read all special provisions furnished prior to the submittal of the proposal; that they have satisfied themselves relative to the materials and service to be provided.

Offeror agrees, if this proposal is accepted, to furnish all necessary materials and services in accordance with this proposal necessary to complete the Contract In full and complete accordance with the shown, noted, described and reasonably implied requirements of the Request for Proposal attached hereto to the full and entire satisfaction of Washington County, with the definite understanding that no money will be allowed for extra work except as set forth in the attached Request for Proposal and any contract that may result from such submitted Proposal. The statement on this cover sheet shall apply to each element of each proposal submitted to the County.

AGREED, _____
(Signature of Authorized Person)

Signatory's Name (Printed): _____

OFFEROR'S NAME (Business Entity): _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

TELEPHONE NUMBER: _____



Attachment 5 – PROPOSAL QUESTIONNAIRE

Insurance – Property and Person for Fire Services and Emergency Medical Service Providers in
Washington County, Virginia

Page 2 of 4

Please provide responses to the requests for information stated below. A response to each item, below, is mandatory. Your responses should be itemized in accordance with the requests for information stated below and you may attach additional pages or materials as referenced in your responses.

The proposal shall provide information necessary for the County to evaluate the qualifications, experience, and expertise of the proposing offeror to provide the insurance requested. The Offeror is to make a written proposal which presents an understanding of the insurance to be provided. Proposals should be as thorough and as detailed as possible but written clearly and concisely so that the County may properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

Qualifications and Experience

1. Cover Letter/Executive Summary. The Offeror must submit a Cover Letter/Executive Summary as an overview of their proposal for insurance for property and person for fire service and emergency medical services providers.
2. Detailed Written Narrative on Qualifications and Experience/Resumes. The Offeror must submit a detailed written narrative to include the relevant qualifications and experience in providing insurance for property and person for fire service and emergency medical services providers.
3. Related Experience. Provide how many Emergency Response Providers have been insured by your company and how many years has your company provided insurance coverage for the Emergency Response Providers.
4. References. Provide references, at least three entities currently insured by your company that are similar to the entities for which this solicitation is issued and describe the insurance policies that your company hold for them. Include the date(s) services were furnished, the client name, address and the name and phone number of the individual whom the County has your permission to contact. The Offeror may use Attachment 5, References or provide a separate sheet that has the references listed.
5. Licensure. Provide proof of active licensure with the Virginia Bureau of Insurance and proof of registration in good standing with the State Corporation Commission.

Demonstrated Understanding and Ability & Implementation Plan

6. Written Plan. Briefly describe the understanding of the Scope of Services to be accomplished and describe the proposed approach to providing the required services. Clearly state your ability to meet or exceed the requested services.
7. Claims Management. Describe in detail claims management and processing for all types of coverages in the proposal. Include the process for reporting a claim, how the claims process works, and provide statistics regarding the average response time from point of claim to initial response and claims management.



Attachment 5 – PROPOSAL QUESTIONNAIRE

Insurance – Property and Person for Fire Services and Emergency Medical Service Providers in Washington County, Virginia

Page 3 of 4

- 8. Additions and Deletions of Property and Vehicles. Describe the process of adding and deleting property and vehicles from coverage as such changes occur in ownership by the Emergency Service Provider.

- 9. Additional Services. Describe additional services offered by the company and/or underwriter (e.g., loss control programs, site inspections, visits, claims management, risk control services, safety training and safety inspections, training) which may be useful to the County and the Emergency Service Providers. List each service and explain how it would be of value to the County for purposes of Emergency Service Providers insurance coverage.

Quality and Completeness of Proposal

- 10. Sample Copies of Policies. Provide sample copies of all policies proposed, copies of any explanatory endorsements, non-standard endorsements, or any endorsements otherwise limiting or extending coverage which are intended to attach to the policy. Outline all coverage proposed thoroughly.

- 11. Coordination and Communication. Explain how your company handles coordination of communications and policy changes between the Policy Holder (the County) and the individual Emergency Response Providers which are not agencies of the County. Emergency Response Providers are independent, primarily volunteer organizations that own their property. The County does not own the property being insured by the volunteer organizations.

- 12. Additional Information. Provide additional information as needed to fully inform the County of your Company’s ability to provide the coverage being solicited.

Cost and Future Cost Guarantees:

- 13. Premiums. State in the following table the annual premium for each type of coverage as specified in Attachment 1, Specifications. In the notes column, you may refer to attachments that give additional detail regarding pricing.

| Type of Coverage | Proposed pricing | Notes |
|--------------------|------------------|-------|
| General Liability | | |
| Property | | |
| Portable Equipment | | |
| Vehicle | | |



Attachment 5 – PROPOSAL QUESTIONNAIRE

Insurance – Property and Person for Fire Services and Emergency Medical Service Providers in Washington County, Virginia

Page 4 of 4

| | | |
|----------------------|--|--|
| | | |
| Crime | | |
| Umbrella Liability | | |
| Workers Compensation | | |

14. Future Cost Guarantees. What can your Company offer to the County to secure the pricing offered for insurance coverage for set periods of time?



Attachment 6 – REFERENCES

Request for Proposal for Insurance – Property and Person for Fire Service and Emergency Medical Service Providers in Washington County, Virginia

Page 1 of 1

Offeror shall provide a list of at least 5 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the dates of service, the complete mailing address, name of the contact person, email address and telephone number.

| | |
|---------------------------|----------------------|
| 1. ORGANIZATION | _____ |
| DATES OF SERVICE | _____ |
| ADDRESS | _____ |
| CITY, STATE, ZIP | _____ |
| CONTACT PERSON | _____ |
| TELEPHONE NO. (____)_____ | Email address: _____ |
| 2. ORGANIZATION | _____ |
| DATES OF SERVICE | _____ |
| ADDRESS | _____ |
| CITY, STATE, ZIP | _____ |
| CONTACT PERSON | _____ |
| TELEPHONE NO. (____)_____ | Email address: _____ |
| 3. ORGANIZATION | _____ |
| DATES OF SERVICE | _____ |
| ADDRESS | _____ |
| CITY, STATE, ZIP | _____ |
| CONTACT PERSON | _____ |
| TELEPHONE NO. (____)_____ | Email address: _____ |

This form is required to be submitted to be considered a Qualified Offeror for this solicitation.



