



The County of Powhatan Virginia

Request for Proposals

RFP-2018-01

Public Safety Staffing Services

Issued: November 2, 2018

**Powhatan County Administration Building
Department of Finance
3834 Old Buckingham Road, Suite B
Powhatan, VA 23139**

RFP COVER SHEET

Issue Date: November 2, 2018

RFP-2018-01

Title: Public Safety Staffing Services

Commodity Code: 99037

Issuer: The County of Powhatan Virginia
Department of Finance
3834 Old Buckingham Road, Suite B
Powhatan, VA 23139

Contract Term: One Year from date of award with the option to renew under the terms of the original agreement for up to (6) six additional consecutive one-year terms upon written agreement of both parties.

Sealed Proposals Will Be Received Until December 3, 2018 at 2:00 PM, For Furnishing The Goods and/or Services Described Herein.

All Inquiries For Information Should Be Directed To:
Charla Schubert, Director of Finance
Ph: (804) 598-5610
E-mail: cschubert@powhatanva.gov

If proposals are mailed, send directly to contact address shown above. If proposals are hand delivered, deliver to: Powhatan County, Department of Finance, 3834 Old Buckingham Road, Suite B, Powhatan, VA 23139 ATTN: Charla Schubert, Director of Finance

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated by Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed upon By Subsequent Negotiation.

Name and Address of Firm:

Zip

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

FEI/FIN
No.: _____

E-mail: _____

Phone No.: _____

Facsimile: _____

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment

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1. PURPOSE

- 1.1** The County of Powhatan, Virginia is seeking sealed proposals from experienced and qualified Offerors for the staffing of public safety services, as described in Section 3. Scope of Work, to help subsidize volunteer resources in the County.

2. BACKGROUND

- 2.1** The County of Powhatan is a community of 28,000 residents that is located on the western edge of the Richmond Metropolitan Area, approximately 20 miles west of the City of Richmond, Virginia, the State Capitol. The County is bound by Goochland County and the James River to the north, Chesterfield County to the east, Amelia County and the Appomattox River to the south, and Cumberland County to the west.
- 2.2** The County has easy access to major interstates with Interstate 64, a major east-west highway within eight (8) miles of the County. Rt. 288, the western by-pass around Richmond connecting Interstate 64 and Interstate 95, is located along the County's northeastern corporate limits with both State Routes 60 and 711 providing access to Powhatan from Rt. 288. Richmond International Airport is located 40 miles from the County.
- 2.3** Although predominately rural in character, the County experienced significant residential growth in recent years as the Richmond area migrated westward. The County's population increased 25% between the 2000 and 2010 Census. As one of the fastest growing communities in the Commonwealth, the County is committed to preserving its rural charm while providing first-rate public safety protection for its residents and business partners. To support that goal, the County is soliciting for contracted staffing services to help supplement volunteer fire and ems resources in the county.
- 2.4** The Powhatan County Fire and Rescue Department is composed of the officials, staff, and members of the department, and the following volunteer fire companies and rescue squads, which are an integral part of the official safety program of the county: Powhatan Volunteer Rescue Squad, Powhatan Volunteer Fire Department, Huguenot Volunteer Fire Department, Macon District Volunteer Fire Department, Fine Creek Volunteer Fire Department, and Deep Creek Volunteer Fire Department.
- 2.5** Fire and Rescue services are currently provided from five fire stations and three rescue squad facilities. The department provides both Basic Life Support (BLS) and Advanced Life Support (ALS) services to the County of Powhatan and surrounding jurisdictions through mutual aid agreements. Staffing for Fire and Rescue services is primarily volunteer, with career and contracted EMS staff assisting. The current staffing contract is set to expire June 30th, 2019.

3. SCOPE OF WORK

- 3.1 The County is soliciting proposals from qualified Offerors to provide staffing for set schedule EMS Services and pro re nata staffing for EMS staffing in the county. Personnel will work hand in hand with volunteer and county career members during all operations. Pro re nata staffing will include working within collective crews of volunteer personnel, county employees, contractor personnel, or as a sole provider in a quick response vehicle.
- 3.2 The Successful Offeror will furnish all labor and services necessary or appropriate to perform all work required by contract to fulfill the staffing needs of the county.

QUALIFICATIONS

The Successful Offeror must have demonstrated experience in successfully providing contracted staffing services in the areas of Emergency Medical Services (EMS). The selected firm will need to have the flexibility to adjust staffing levels provided from month to month, dependent on projected staffing needs of the Fire and Rescue Department.

Offerors must possess demonstrated expertise (subject matter knowledge and relevant experience) with current public safety staffing models predominantly in the area of BLS and ALS emergency medical services.

3.3 MEDICAL CONTROL

EMS License - The Offeror will operate under the Virginia Office of EMS (VaOEMS) Agency License of the Powhatan County Fire and Rescue Department and/or Powhatan Volunteer Rescue Squad, dependent upon the location or vehicle of staffing.

Criminal background screening – Before start of work, the contractor will provide the county with results of the criminal background screening and Virginia Division of Motor Vehicle driving records for all contracted personnel pursuant to VaOEMS regulations section (32.1-111.5)

Operating Medical Director – Throughout the contract, the County will maintain a contract with a physician to serve as the Operating Medical Director (OMD). The contractor will provide the OMD with certification information of all providers as needed by the OMD or county. All contracted ALS providers must be approved by the OMD.

Treatment Protocols – The contractor will operate under the Old Dominion EMS Alliance protocols as amended by the county OMD.

Medical Review/Audit – When deemed necessary by the OMD or Fire and Rescue Chief, either may require that any of the contractor’s employees attend a medical review/audit. This includes assurances for retrospective review by the OMD, hospital, service providers, EMS Agency, and/or the County to ensure quality patient care by reviewing care received by patients. The contractor shall provide a highly-qualified and experienced ALS provider to assist in the County’s quality improvement/quality assurance program.

- 3.4 PROVIDED The County will provide the contractor with rescue vehicles, equipment and supplies

for operation of emergency medical services. The county will provide basic work uniforms for all personnel.

3.5 Full time Staffing Offerors shall provide a proposal for the following staffing for Emergency Medical Services:

3.5.1 hourly and yearly rate for:

- (1) Staffing for a two-person ALS crew, consisting of a minimum of one EMT-B and one EMT-I - 24/7/365.
- (2) The costs for a second and subsequent crews of similar staffing and capability.
- (3) Staffing for a two-person ALS crew, consisting of a minimum of one EMT-B and one EMT-I for a 12 hours period, including any rate for nights, weekends, or holidays.

3.6 Hourly Staffing Offerors shall provide a proposal for the pro re nata staffing of Emergency Medical Services:

3.6.1 Hourly rate for

- (1) BLS provider
- (2) ALS provider (EMT-I, EMT-P)
- (3) Field supervisor ALS

3.7 The Successful Offeror shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County for the services the contractor will provide to the county. This provision includes contracting volunteer personnel of the Powhatan County Fire and Rescue Department.

3.8 Subject to the Successful Offeror's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the EMS Coordinator. The Successful Offeror shall permit other observers to accompany ambulances at the request and designation of the EMS Coordinator.

3.9 The EMS Coordinator must be notified in writing by the Successful Offeror within forty-eight (48) hours whenever the following occurs:

- 3.9.1 The employment of any person involved in the delivery of services related to the subject of the contract and the notification shall provide necessary certifications, background check, and contact information.
- 3.9.2 The separation/termination or the employee status change of any of the Successful Offeror's employees involved in the delivery of services related to the contract;
- 3.9.3 Any change in the Successful Offeror's management or supervisory structure.

3.10 PERSONNEL The parties understand that the EMS System requires professional and courteous conduct at all times from the Successful Offeror's field personnel, middle management, and top executives. The Successful Offeror shall employ highly trained paramedics, EMTs, firefighters and support staff to provide patient care and to operate the County's vehicles and equipment.

- 3.10.1 Each EMT, paramedic shall be physically capable of performing the tasks assigned by the Successful Offeror, shall be clean in dress and person, and shall display their name and certification on a photo identification badge in an appropriate manner visible to the patient. Any of the Successful Offeror's employees who operate under the Contract shall conform to the Successful Offeror's and county's uniform standard.
- 3.10.2 The parties understand that training and educational requirements change from time to time for EMT's, and Paramedics as new protocols and medical treatments are approved by the VaOEMS and/or the OMD. The Successful Offeror agrees that the EMS Coordinator may require additional training or education for EMT's & Paramedics for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of the Successful Offeror.
- 3.10.3 The Successful Offeror shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.
- 3.10.4 The Successful Offeror must have in place a program for random drug screening of all personnel providing response under the contract. Further, the Successful Offeror will transport to a facility for testing any employee suspected to be using or under the influence of drugs or alcohol or other intoxicant, or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.
- 3.10.5 Should complaints arise which are directed at level of care, response or employee action or inaction, such complaints from the EMS Coordinator must be answered in writing by the Successful Offeror within 48 hours to include actions taken, including disciplinary action and other corrective measures.
- 3.10.6 It shall be of the utmost importance that employees of the Successful Offeror strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.
- 3.10.7 All Contract personnel must be trained at the Successful Offeror's expense and receive certification as being NIMS (National Incident Management System) compliant in ICS-100, 200, 700 and 800.

4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 RFP Response: In order to be considered for selection, interested parties must submit a complete response to this RFP. Failure to comply with all criteria listed herein may be cause to reject an Offeror's proposal
- 4.1.2 RFP Questions: Address questions concerning this RFP to:

Charla Schubert, Director of Finance
3834 Old Buckingham Rd. Suite B Powhatan, VA23139
804-598-5610
cschubert@powhatanva.gov

Offerors shall submit any questions in writing. Written responses, including the questions, will be posted with the RFP. Questions will not be accepted within seven (7) days of the Due Date and time of this RFP.

4.1.3 Ownership of Proposals: 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 Freedom of Information Act. Any proprietary or trade secrets material submitted must be identified as such, and must indicate the specific words, figures, or paragraphs specifically, and with a reason why such material is proprietary or a trade secret. The classification of an entire proposal document, individual pricing or total proposal prices is not acceptable and will result in rejection and return of the proposal.

4.1.4 Due Date: Sealed copies of the proposal must be received by the Director of Finance no later than 2:00 PM on December 3, 2018. Proposals must be addressed to:

Charla Schubert, Director of Finance
Department of Finance
3834 Old Buckingham Road, Suite B
Powhatan, VA 23139
RFP-2018-01

4.2 PROPOSAL PREPARATION

4.2.1 Six (6) copies of proposal submittals, including one (1) original and five (5) copies, and one (1) electronic (PDF) copy of their proposal marked REQUEST FOR PROPOSALS – Public Safety Staffing Services. Proposals shall be submitted by the date and time specified on Page 1 of this RFP to the address as listed on Page 1 of this RFP, in sealed envelopes properly identified.

4.2.2 Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the County requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

4.2.3 The Offeror agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

- 4.2.4 The proposal should be prepared simply, providing a straightforward and concise description of the Offeror's capabilities to satisfy the requirements of the RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. The submitted proposal shall form an integral part of any resulting contract, therefore Offerors should exercise extreme care in describing what services are included and excluded in the technical proposal.
- 4.2.5 For each staffing option submitted, include a 3-year budget for project costs.
- 4.2.6 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. 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.
- 4.2.7 Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or 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.
- 4.2.8 Incurred Expenses: The County will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the County of Powhatan as a result of cancellation of this RFP.
- 4.2.9 Addenda: Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.

4.3 Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: Please download the attachment to this document. The Proposal Response Sheet (required document) should be the first page of your written response.

- 4.3.1 Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.

4.3.2 Comprehensive Response (This portion of the proposal must address each item listed below.)

- (1) Address all requirements and services outlined in Section 3 Scope of Work in your proposal.
- (2) Outline of how respondent can meet or exceed the minimum requirements.
- (3) Detail of how the respondent is qualified to provide the services required.
- (4) Cost and Fees
- (5) Explain any assumptions or constraints in a price proposal to perform the services.
- (6) Explain any additional charges or fees in the proposal.

4.4 Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Offeror to show the Offeror's capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the Offeror included in the proposal should include, but not necessarily be limited to, the following:

- 4.4.1 A brief description of the history and mission of the Offeror, including the Offeror's background and mission statement, the length of time the Offeror has been in business, a description of the Offeror's organizational structure and a description of the Offeror's customer make-up;
- 4.4.2 A statement of how long the Offeror has provided services similar to the Services requested herein;
- 4.4.3 A general description of the Offeror's experience and background in providing services similar to the Services requested herein;
- 4.4.4 Any other relevant information about the experience and knowledge base of the Offeror which is deemed to be material.
- 4.4.5 Resume of each key employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects.

4.5 References

References of the Offeror, including at least three (3) other clients for whom the Offeror has provided similar services, with preference given to clients comparable to Powhatan County and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

4.6 Additional Information

- 4.6.1 A description of any other resources available to the Offeror that will be useful in providing the Services.
- 4.6.2 A description of the methods used by the Offeror to measure the satisfaction of its clients.
- 4.6.3 Any other relevant information about the capabilities of the Offeror deemed to be material.

5. EVALUATION AND AWARD CRITERIA

- 5.1** The firm selected will be required to demonstrate its ability to effectively provide the services described herein, with complete impartiality and without any conflict of interest.

The selection of a Successful Offeror shall be based on the following criteria:

- 5.1.1 Relevant experience with similar projects.
- 5.1.2 Qualifications and experience of key contract team members who are actively involved throughout the entire contract.
- 5.1.3 Price
- 5.1.4 Specific plan and/or methodology to be used to perform the services.

- 5.2** The Evaluation Committee will independently read and rate each proposal. The selection process shall be as per § 2.2-4301 (3-b) of the Virginia Public Procurement Act for the procurement of non-professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among all the offerors on the basis of the evaluation criteria, including price. Negotiations shall then be conducted with each of 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 their opinion has made the best proposal, and shall 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.

- 5.3** The County of Powhatan may cancel this Request for Proposals 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 (Section 11-65D, Code of Virginia). The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

6. TERMS AND CONDITIONS

- 6.1 GENERAL:** Proposals and contracts with the County of Powhatan and its officials, departments, and employees are governed by the Virginia Public Procurement Act, Sections 2.2-4300 – 2.2-4343 et seq of the Code of Virginia, as amended, and the ordinances of the County of Powhatan. In the event of an inconsistency or conflict between the Provisions of this solicitation, Contract or other incorporated document, or the County's Ordinances and Policies and State Procurement Law, any inconsistencies or conflicts shall be resolved by giving precedence to the following documents in the following order:

- a) The Virginia Public Procurement Act
- b) Ordinances and Policies of the County of Powhatan
- c) The Contract
- d) This RFP
- e) The Proposal
- f) Instructions to Offerors

The following general information is provided to all Offerors to facilitate the preparation of suitable proposals for the goods, insurance or services identified in this Request, and the requirements set forth shall be binding upon all Offerors.

The County is not at liberty to change the terms of the bargain after the opening of proposals. Where questions and discussions prior to proposal opening disclose a need for additional information or amendments, appropriate addenda to the request will be prepared and distributed so that all Offerors will be proposing based upon the same information and specifications.

6.2 The County may extend the date and time for the opening for proposals if it believes it is necessary or in the best interests of the County. In a situation where the County is closed unexpectedly on a due date, the proposals will be opened at the same time and place the next County business day. The County reserves the right to reject any and all proposals and waive any informality or technical defect if, in its sole judgment, the best interest of the County will be served as specified in Virginia code Section 2.2-4319.

6.3 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation or dispute arising out of the contract resulting from the RFP, its interpretations, or its performance shall be litigated only in the Powhatan County General District Court or the Circuit Court of the County of Powhatan, Virginia. The contractor shall comply with all applicable federal, state and local laws, codes, and regulations.

6.4 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the Virginia Public Procurement 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 recipients 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. (Code of Virginia, § 11-35.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except if there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to 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 these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 6.5 ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have 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.
- 6.6 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 6.7 DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 6.8 ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Powhatan all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County under said contract.
- 6.9 PROPOSAL FORMAT:** Proposals shall be submitted in a sealed envelope which clearly identifies the project or solicitation, the name of the Offeror, the due date and time of the proposal, and a statement that the proposal is not to be opened until the due date and time. The Offeror assumes the risk that an envelope not properly marked will be mistakenly opened and thus rendered ineligible for consideration OR the proposal may not reach the Director of Finance and Administration prior to the due date and time. Modification of or additions to the General Terms and Conditions of the solicitation 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.

6.10 LATE PROPOSALS AND MODIFICATION OF PROPOSALS: It is the sole responsibility of the Offeror to see that his proposal is in this office by the specified time and date. Proposals received by the Director of Finance and Administration after the due date and time will not be accepted and will be returned to the Offeror, if possible, unopened. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted.

6.11 CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Director of Finance and Administration whose name appears on the cover of the solicitation no later than five (5) days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the Director of Finance and Administration.

6.12 AUTHORITY: The County Administrator has the sole responsibility and authority placing, cancelling, or modifying this solicitation and any contract resulting thereof. No other County official or employee may obligate the Government of Powhatan County for indebtedness and any such purchase or contract made that is contrary to the provisions of this solicitation shall be of no affect and void and the County shall not be bound thereby.

6.13 PAYMENT:

1. Unless otherwise provided in the Contract, payment shall be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
2. Invoices for services ordered and rendered shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall reference the contract number and/or purchase order number.
3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.

4. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth 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 contractor's intention to withhold payment and the reason.

- b. The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

6.14 QUALIFICATIONS OF OFFERORS: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offer's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities.

6.15 AVAILABILITY OF FUNDS: It is understood and agreed to by the parties herein that the County shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.

6.16 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

6.17 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Offeror that the scope of the project or of the Offeror's services has been changed requiring adjustments to the amount of compensation due the Offeror unless such adjustments have been made by formal written Amendment to the Contract signed by the County and the Offeror. If the Offeror believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Offeror, the Offeror must immediately notify the Project Officer in writing of this belief. The Offeror will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Offeror. If the Project Officer determines that the work is within the scope of the Contract as written, the Offeror will be ordered to continue work.

6.18 DEFAULT: 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 the 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.

6.19 INSURANCE: The Offeror shall, at its own expense, provide and maintain during the entire performance period of this contract at least the following kinds and minimum amounts of insurance, in addition to unemployment compensation and workers compensation insurance. By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the contract, it will have the following insurance coverage's at the time the

contract is awarded.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability for Participants not covered by Workers Compensation Insurance in an amount not less than \$100,000.
3. Comprehensive Automobile Liability, including all Owned Automobiles, Non-Owned Automobiles and Hired Car Coverage:
 - a. Limits: \$1,000,000 per incident / \$3,000,000 Total Bodily Injury (including death)
 - b. \$1,000,000 per incident / \$3,000,000 Total Property Damage
4. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The City of Charlottesville and its officers, employee's agents and volunteers must be named as an additional insured and so endorsed on the policy.
5. Professional Liability Insurance with limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. If Offeror's professional liability coverage is on a "claims-made" basis. Offeror shall obtain extended reporting (tail) coverage (with the same liability limits) upon expiration of the Agreement for at least three years following the expiration or termination of the Agreement.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the Director of Finance and Administration. Failure of the contractor to deliver a new and valid certificate will result in the suspension of all payments required of the County until the new certificate is furnished to the County. Insurance coverage required by this RFP shall be in force throughout the contract term(s). Should the contractor fail to provide acceptable evidence of insurance coverage within five (5) days of written notice at any time during the contract term(s), the County shall have the absolute right to terminate the contract without further obligation to the contractor and the contractor shall be fully liable to the County for the entire cost of procuring the uncompleted portion of the contract at the time of termination. The County and its officials, officers, employees, agents and volunteers shall be named as additional insured on all policies except those pertaining to Worker's Compensation and Professional Liability. No contract shall be binding upon the County until the certificate of insurance, or policies if so requested, called for herein have been filed with the County and all have been approved as to form and sufficiency by the County Attorney.

- 6.20 DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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; (iii) 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 (iv) 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.

- 6.21** For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 6.22 NONDISCRIMINATION OF CONTRACTORS:** A bidder, Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 6.23 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor 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 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. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act 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 the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 6.24 AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. The County, its authorized agents, and/or state Offerors shall have full access to and the right to examine any of said materials during said period.
- 6.25 ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the County will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Powhatan or its products or services unless first agreed to by the County.
- 6.26 BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further

negotiations shall be conducted with the Offeror(s).

6.27 CANCELLATION OF CONTRACT: The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. 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. Contractor shall credit the County for the applicable decrease in service. The contractor can invoice the County for the actual cost of serviced rendered up until the effective date of cancellation.

6.28 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror _____ Due Date _____ Time _____
Street or Box Number _____ RFP No. _____
City, State, Zip Code _____ RFP Title _____

Name of Contact/Charla W. Schubert, Director of Finance and Administration
The envelope should be addressed as directed on Page 1 of the solicitation.

The Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

6.29 OWNERSHIP OF MATERIAL AND DOCUMENTS: Except for Offeror's work papers, which are and shall remain the property of Offeror, all information, documents, and electronic media furnished by the County to the Offeror belong to the County, are furnished solely for use in connection with the Offeror's performance of services required by this Contract, and shall not be used by the Offeror on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Offeror for the County are the sole property of the County, free of any retention rights of the Offeror. The Offeror hereby grants to the County an unconditional right to use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Offeror pursuant to this Contract, free of any copyright claims, trade secrets, or other proprietary rights with respect to such documents.

6.30 PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is responsible for the acts and omissions of his own employees.

- 6.31 SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the County 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 6.32 CONFIDENTIALITY (Contractor):** The contractor assures that any information and data obtained as to personal facts and circumstances related to County staff or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent. Contractors and their employees working on this project agree to these terms.
- 6.33 RENEWAL OF CONTRACT:** This contract may be renewed by the County, at its sole discretion, for two (2) successive one year periods under the terms and conditions of the original contract except as stated in items (a) and (b) below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 90 days prior to the expiration date of each contract year.
- a. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - b. If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 6.34 AUTHORIZED PARTIES:** Each proposal, and any contract, must be signed by a person authorized to bind the Offeror to a valid contract with the County. The county may require that any Offeror submit appropriate documentation showing the authority of the signatory to act on the contractors behalf.
- 6.35 CONTRACT REPRESENTATIVE:** In the event a contract is executed as a result of this solicitation, the contractor shall designate in writing his contract representative who shall be responsible for ensuring the services required by the County are complied with and delivered in accordance with the terms and conditions of the contract.
- 6.36 EVALUATIONS OF PROPOSALS AND AWARD:** Proposals shall be evaluated on the basis of those requirements which are set forth in the Request for Proposals, the County's policies, procedures, and ordinances, and Virginia's Public Procurement law. This solicitation is being procured by competitive negotiation. Price will be considered but will not be the sole determining factor in the awarding of this procurement.

Upon award or announcement of the decision to award a contract as a result of this solicitation, Finance will post the notice of Award or notice of the Intent to Award on the County's webpage as well as in the state's eVA system.

The County reserves the right to award all or part of the proposal to any Offeror whose proposal is the most responsive and responsible proposal whose proposal meets the requirements and criteria set forth in the RFP with respect to the items in question, and it is in the best interests of the County. The County may award a Contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

6.37 ACCEPTANCE OF PROPOSAL PRICES: Offeror warrants by virtue of proposing that prices, terms, and conditions quoted will be firm for a period of ninety (90) days from the date of proposal opening, unless otherwise stated by the Offeror. There is no binding agreement, no contractual relationship, no understanding or mutual assent until a contract is signed, executed and exchanged by and between the Successful Offeror and the County of Powhatan.

6.38 INDEMNIFICATION: To the fullest extent of the law, the contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims, judgments, suits, losses, damages, payments, costs, fines or fees levied against the County and expenses of every nature and description, including attorney's fees, arising out of, connected or associated with or resulting from the lack of performance or the negligent performance of work as described in this contract, contract documents, or any agreements that results from this RFP. Further, if any recipient of a contract subcontracts for work, they shall enter into a contract with any such subcontractor(s) which indemnifies, defends, and holds harmless the County and its officers, agents, employees, community representatives or other working on behalf of the County from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP.

6.39 ACCEPTANCE: Work supply or performance shall be conducted in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of any rejection of any deliverable, the contractor shall be notified and have fourteen (14) days from date of issuance to correct the deficiencies and resubmit the deliverable.

6.40 PROTEST OF AWARD OR DECISION TO AWARD

- a. Any Bidder or Offeror may protest the award or decision to award a Contract by submitting a protest in writing to the Procurement Official, or an official designated by the County, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential Bidder or Offeror on a Contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such Contract shall submit such protest in the same manner no later than ten (10) days after posting or publication of the notice of such Contract. However, if the protest of any actual or potential Bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are

available for inspection by such Bidder or Offeror or at such later time. No protest shall lie for a claim that the selected Bidder or Offeror is not a responsible Bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Procurement Official shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the Bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Procurement Official shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a Contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the Contract may be declared void by the County. Where the award has been made and performance has begun, the Procurement Official may declare the Contract void upon a finding that this action is in the best interest of the County. Where a Contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the Contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a Contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a Bidder or Offeror to protest, but in the event of a timely protest, no further action to award the Contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

6.41 DISPUTES

- a. Any dispute concerning a question of fact as a result of a Contract with the County which is not disposed of by agreement shall be decided by the Procurement Official, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days. The decision of the Procurement Official shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

6.42 REMOTE ACCESS

- a. All hosts, including privately owned personal computers, connecting remotely to the

County's network shall have up-to-date and properly configured anti-virus software and current operating system service pack and patch level. Hosts may be scanned to ensure compliance with County standards, and users may be denied remote access if their host system presents an unacceptable risk to County networks. Access will be monitored and attempts to access unauthorized areas will result in denied remote access.

- b. Denial of remote access for cause does not relieve the Offeror of any responsibilities under the Contract. If work requires the Offeror to be in Powhatan because remote access has been denied for cause, the Offeror shall bear that cost and shall not be reimbursed by the County.

6.43 SUCCESSORS AND ASSIGNS: The County and the Offeror bind themselves and any successors and assigns to this Contract. The Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

6.44 IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Offeror certifies that it shall not and will not during the performance of the Contract knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986.

6.45 NON-WAIVER PROVISION: No waiver or breach of any of the terms, conditions, provisions or covenants contained in this Contract shall be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions or covenants.