

COUNTY OF AUGUSTA, VIRGINIA
PROCUREMENT OF PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL



RFP# 32010-21-01

Issue Date: June 4, 2021

RFP# 32010-21-01

Title: Operational Medical Director

Proposals will be received subject to the conditions attached hereto until **10:00 A.M. Thursday, June 17, 2021**, from licensed physicians to serve as Operational Medical Director for Augusta County Fire/Rescue as described herein.

Where to submit Proposals:

Elana Sorrell, Senior Purchasing Assistant, VCO
Finance Office
18 Government Center Lane
Verona, VA. 24482

A copy of this Request for Proposal is available for download at www.co.augusta.va.us. Requests for specific information should be directed to:

Elana Sorrell, Senior Purchasing Assistant, VCO
esorrell@co.augusta.va.us
Telephone: (540) 245-5741

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Telephone (____) _____

Date: _____
BY: _____
Signature in Ink
Title _____
Email: _____

Note: 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, or any other basis prohibited by state law relating to discrimination in employment.

1. BACKGROUND:

The Board of Supervisors of Augusta County, Virginia (hereinafter called the “County”) invites licensed physicians (hereinafter called Operational Medical Directors “OMD”) that meet qualifications to fill the position of OMD as outlined in the Virginia Emergency Services Regulation 12VAC5-31-1800 thru 12VAC 5-31-1950. In addition, bidders must have experience providing medical direction to Virginia designated emergency response agencies. In addition, bidders must enter into a *Memorandum of Agreement* for a minimum of one year with option to renew for up to four (4) additional one (1) year renewals at the County’s discretion.

2. SCOPE OF WORK:

OMD will serve the Augusta County Fire-Rescue as advisors for medically related issues, provide physician oversight of patient care provided by the EMS certified personnel affiliated with Augusta County Fire-Rescue.

OMD will serve as the agency OMD for any other licensed EMS agency within Augusta County wishing to utilize these services and/or that need these services. Agencies wishing to utilize the services of the Augusta County Fire-Rescue OMD will be parties to this agreement via an attachment with concurrent approval of the OMD and the Fire-Rescue Chief.

In order to build this partnership and cooperative process and to set forth the expectations for all parties for the chosen course of action, a *Memorandum of Agreement* will be entered into based on the following criteria:

1. The OMD and/or OMDs shall meet the requirements as set forth in the Virginia Emergency Medical Services regulations Chapter 31 regarding OMD duties and responsibilities and have experience providing medical direction to Virginia designated emergency response agencies.
2. The OMD will have the ultimate authority over patient care delivered by the providers certified to practice under the OMD license.
3. The Fire-Rescue Chief (or designee) will ensure that all providers are properly trained, equipped and certified in compliance with all Virginia rules and regulations (12-VAC-5-31) in addition to any other requirements set forth by the OMD.
4. The Fire-Rescue Chief and the OMD agree that all agency providers will follow Central Shenandoah EMS council treatment protocols unless other, specific protocols are implemented by the OMD for Augusta County Fire-Rescue (ACFR). These protocols will be drafted in ACFR Standard Operating Procedures (SOP) format.
5. The Fire-Rescue Chief (or designee) will be provided with contact information for the OMD and will be permitted to directly contact the OMD when needed for consultation, meeting requests, signatures, etc.
6. The OMD agrees to actively direct and oversee credentialing programs that serve in determining initial and ongoing clinical privileges for individual providers. The OMD shall have authority to immediately withdraw clinical privileges as part of a due process structure if an EMS professional poses potential imminent threat to patient safety and welfare. ACFR is a Virginia Office of EMS licensed advanced life support (ALS) transport agency.
7. The OMD agrees to actively guide and direct EMS system design that is based on evidence-supported clinical practices and outcomes.
8. ACFR agrees to participate in a Quality Assurance (QA) / Quality Improvement (QI) program based on evidence-supported practices and outcomes, so as to critically appraise and advance the quality of clinical performance in an EMS system as directed and defined by the OMD.
9. The OMD agrees to provide oversight of the department infection control program working directly with the Designated Infection Control Officer.

10. The OMD shall be informed of any and all patient care errors and/or omissions by providers of ACFR.
11. The OMD will keep his current license to practice medicine in the State of Virginia, Virginia Office of EMS credentials and ancillary EMS certifications on file with ACFR.
12. The OMD agrees to supervise/instruct up to eighteen (18) ALS training days and eight (8) BLS training days per fiscal year.
13. The OMD agrees to participate in department staff meetings as part of the senior management team. The OMD agrees to participate in EMS Division staff meetings as needed.
14. The OMD agrees to participate on the Central Shenandoah EMS council Medical Control Review Committee representing ACFR on issues and concerns.
15. The OMD agrees to actively advise and guide the development of certification and scope of practice policies affecting EMS providers at local, state, and national levels.
16. The OMD agrees to provide guidance with respect to the ordering, stocking and replacement of equipment and drugs, and compliance with laws and regulations impacting upon the agency's acquisition, storage and use of those drugs.
17. The OMD agrees to come in on an as needed basis and conduct potential new hire candidate testing.
18. The OMD agrees to provide online medical direction when available.
19. The OMD agrees to work in the field at least six (6) days per year for the purpose of education and mentoring. The OMD agrees to respond to incidents to provide on scene care, medical direction, education, and mentoring, as needed.
20. The OMD agrees to participate in patient case management including scene responses as needed.
21. The OMD agrees to actively promote research initiatives involving EMS systems and providers, recognizing that pre-hospital research is an essential element in advancing evidence-based medicine within the practice of EMS medicine.
22. Either party may void this agreement provided that sixty days notice has been provided to the other party.
23. The OMD and agencies wishing to join this agreement agree that the Fire-Rescue Chief (or designee) serve as the liaison and point of contact for all other Augusta County Agencies joining as parties to this agreement through a separate attachment.

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

3.1 SUBMITTAL: Proposals must be submitted no later than 10:00 A.M., Thursday, June 17, 2021, to:

Elana Sorrell, VCO, Senior Purchasing Assistant
Central Accounting
P. O. Box 590
18 Government Center Lane
Verona, Virginia 24482

Proposals should be as thorough and detailed as possible so that the County of Augusta may properly evaluate the capabilities of respective firms to provide the required services.

3.2 RESPONSE: In order to be considered for selection, an offeror must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal. Four (4) copies of each proposal must be submitted and one (1) electronic copy in jumpdrive or USB form. Emailed proposals will not be accepted. Proposals shall be signed by an authorized representative of the offeror.

Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

3.3 PROPOSAL PREPARATION: The County intends that a response to this Request for Proposal be concise, informative, and inexpensive for the offeror to prepare. Responses must, in any event, contain the following information:

- A. The offeror is expected to introduce the firm to the County, giving a brief history of the firm, its location, and the locations of any satellite offices intended to provide services under the proposal.
- B. Description of the offeror's understanding of the services to be provided under this RFP
- C. A broad statement of qualifications, experience regarding Emergency Medical Services delivery in controlled environment and in field service delivery of the firm and any other information deemed desirable by the offeror.
- D. Personnel qualifications, staff expertise, and special experience relative to this Request for Proposal.
- E. Number, type and time required on other OMD service contracts and effect of these on offerors' ability to provide services as required during this contract.
- F. Listing of previous clients who can be contacted as reference, for whom similar services have been provided. Listing shall include name and address of organization, point of contact, and phone number.
- G. This Request for Proposal does not require that offerors furnish estimates of man-hours and cost for services. However, at the discussion stage, the County may require nonbinding estimates for hourly rates for personnel expected to provide services under the RFP.

4. EVALUATION AND AWARD:

Contracts will be awarded to the most responsive and responsible offerors whose proposals are deemed most advantageous to the County. The County reserves the right to accept the proposals which, in its judgment, will best serve the interests of the County. Following the receipt of proposals, a committee will review the proposals received and rate the proposals based on the qualifications and directly applicable experience of each offeror and individuals making up the project team. Particular attention will be paid by the County in the selection process to similar projects and instances where individual team members have worked together.

The County's evaluation criteria of the proposal will include consideration of the following:

- (A) Responsiveness to the provisions of the RFP - (To be weighted 10%)
- (B) Personnel Qualifications - The qualifications of the proposed personnel assigned to perform the requirements of this Request for Proposal. (To be weighted 35%)
- (C) Experience – Experience of the individuals who will perform and supervise the work. (To be weighted 35%)
- (D) Plan for providing services (To be weighted 20%)

When all proposals received have been reviewed and rated, the County anticipates that interviews will be conducted with top offerors based on evaluation criteria. Once these interviews have been conducted, the offerors final ranking will be based on proposal content and the interview.

The County reserves the right to reject any and all proposals and to waive any informality or technical defects if, in its judgment, the best interests of the County will be served as specified in Virginia Code § 2.2-4319.

The County will provide public notice announcing its decision to award initial contracts by posting the Notice of Intent to Award on the Augusta County Bulletin Board and by mailing the notice to all offerors submitting a proposal.

5. PRE-PROPOSAL CONFERENCE:

At this time, it is believed that a pre-proposal conference is not required. Should any potential offerors have questions, they may contact David Nichols, Fire-Rescue Chief, at dnichols@co.augusta.va.us , for clarification of this Request for Proposal. In the event specific information not contained in this Request for Proposal is provided to any offeror, the same specific information will be provided to any other offerors who have indicated interest in the contract with the County.



GENERAL TERMS AND CONDITIONS

ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of notice on eVa and the County's website.

ANTI-DISCRIMINATION: By submitting their proposals, offers certify to the County 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 Virginias with Disabilities Act, the Americans with Disabilities Act and sections 2.2-4311, 2.2-4311.2, and 2.2-4312 of the Virginia Public Procurement Act (VPPA). 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 2.2.4343.1E).

ANTI-DISCRIMINATION 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, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless The County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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 period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

ANTI-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Augusta does not discriminate against faith-based organizations.

ANTITRUST: By entering into a contract, a contractor conveys, sells, assigns, and transfers to the County 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 of Augusta under said contract.

APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding its conflicts of laws provisions. Any litigation with respect hereto shall be brought in the Circuit Court for the County of Augusta.

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

AVAILABILITY OF FUNDS: The County's obligation under a contract awarded as a result of this procurement transaction shall be and are hereby made expressly contingent upon the availability and appropriation of public funds to support the County's performance thereof.

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

The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or

By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

CONTRACTS REQUIRED: Following Award of a contract resulting from this procurement transaction, the successful Offeror shall be required to enter into a written contract with the County. The contract shall include the requirements of this RFP, any additional terms and conditions negotiated by the parties, and shall set forth the fair and reasonable price agreed to by the parties. The contract shall also include provisions required by the Virginia Public Procurement Act, as applicable.

CLARIFICATION OF TERMS: The County will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Senior Purchasing Assistant and any material change will be submitted to all offerors through issuance of an addendum. Any questions related to this RFP MUST be submitted to the representative listed on page 1 no fewer than seven (7) work days prior to the date set by this RFP for receipt of proposals by the County. Questions must be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient

time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.

CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS: All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the successful Offeror would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any requirement(s) of this RFP, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, (iii) that would conflict with any requirement of the Virginia Public Procurement Act or (iv) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.

CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim. Contractual disputes shall also be subject to the provisions of Va. Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the federal government, the Commonwealth of Virginia, or any local government or public authority, 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.

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.

DESIGNATED PERSONNEL: The personnel designated in the management summary for key positions shall not be changed except with the permission of the County. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the County. The County shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the County's sole discretion.

ETHICS IN PUBLIC CONTRACTING: Per Code of Virginia, 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is 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 offer, 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.

HEADINGS: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.

INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES: If the County of Augusta is closed for business on the date and time set by this RFP for receipt of proposals, then proposals will be accepted on the next scheduled business day up to the time of day specified on the original date specified for receipt of proposals.

INDEMNIFICATION: Contractor hereby assumes, and shall defend, indemnify and save the County and all of its officers, agents and employees harmless from and against any and all liability, loss, claim, suit, damage, charge or expense including attorneys fees which the County and all of its officers, agents and employees may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person (including, without limitation, County officers, agents, employees, licensees and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Contractor in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission or misconduct of the Contractor and any of Contractor's subcontractors, agents or employees in the performance of Contractor's or any of its subcontractors, agents or employees in performing work under this contract, regardless of whether such loss or expense is caused in part by a party indemnified hereunder.

INSURANCE: By signing and submitting a bid under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offerors's errors and omissions in the performance of or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror, engaged by the Offeror as a subconsultant, or for whose acts the successful Offeror may otherwise be liable:

- a. Workers' 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 County 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. This policy shall specifically list Virginia as a covered state.
- b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- c. 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 County of Augusta and its officers, employees agents and volunteers must be named as an additional insured and so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- e. Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with minimum coverage limits of \$2,300,000 per occurrence, \$3,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement for one (1) year and if renewed for four (4) additional one (1) year terms. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement

entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.

f. Shall maintain malpractice insurance of no less than the limitations for recovery for certain medical malpractice actions as set forth in Virginia Code Section 8.01-581.15, as amended from time to time. Currently, limitations on amounts of recovery for medical malpractice actions pursuant to Virginia Code Section 8.01-581.15 for the relevant contract and renewal terms are:

July 1, 2020, through June 30, 2021	\$ 2.45 million
July 1, 2021, through June 30, 2022	\$ 2.50 million
July 1, 2022, through June 30, 2023	\$ 2.55 million
July 1, 2023, through June 30, 2024	\$ 2.60 million
July 1, 2024, through June 30, 2025	\$ 2.65 million
July 1, 2025, through June 30, 2026	\$ 2.70 million

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the bidder's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage, or other evidence satisfactory to the County in its sole discretion. (See Attachment A for a Sample C.O.I. and Guide to the Acord Form). The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability and Auto Liability. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and

meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained within this RFP shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law. No contract awarded as a result of this procurement transaction shall contain any provision requiring the County to waive or limit any sovereign or governmental immunity to which it may be entitled.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

OSHA STANDARDS: All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

OWNERSHIP OF DOCUMENTS: All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor 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 Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

PAYMENT: Any contract resulting from this procurement transaction shall contain prompt-payment provisions consistent with requirements of the Virginia Public Procurement Act.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by The County of Augusta or the Commonwealth of

Virginia. Each individual who performs any services for the County under a contract resulting from this procurement transaction must have all necessary licenses to perform the required services in Virginia and, if the successful Offeror is a corporation, professional corporation or limited liability company, must also be authorized to do business in the Commonwealth of Virginia.

PRECEDENCE OF TERMS: In the event there is a conflict between the general terms and conditions and any special terms and conditions which may be included in this solicitation for use in a particular procurement, the special terms and conditions shall apply.

PUBLIC INSPECTION OF PROCUREMENT RECORDS: Proposals submitted shall be subject to public inspection only in accordance with Virginia Code § 2.2-4342

DRUG-FREE WORKPLACE: During the performance of this contract, each offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror 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.

SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: It is the policy of The County of Augusta to facilitate the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and service disabled veterans and to encourage their participation in the County's procurement activities. Toward that end The County of Augusta encourages these firms to compete and encourages other firms to provide for the participation of these firms through partnerships, joint ventures, subcontracts or other contractual opportunities. Offeror are asked, as part of their submission, to describe any planned use of such business in fulfilling this contract, SEE ATTACHMENT G.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

TAXES: Include only taxes applicable to the project in this proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax exempt status will be furnished by The County of Augusta upon request.

The requirements of this RFP shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

SPECIAL TERMS AND CONDITIONS:

A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by The County of Augusta, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: The County may terminate any agreement resulting from this solicitation at any time, for its convenience, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TERMS OF CONTRACT: The successful offeror shall provide OMD services for a term of one (1) year. The right is reserved by the County to renew this contract for four (4) additional one (1) year terms on the anniversary date. If agreement is reached to extend this contract for additional terms, the successful offeror may not increase prices but may offer pricing decreases with the same terms and conditions upon mutual consent of the offeror and the County. The County reserves the right to cancel this contract immediately for cause upon written notice. Notwithstanding the provisions, it is further agreed that this contract shall be construed to run from year to year, and in the event that the aforesaid notice has not been given by either party, this contract shall automatically renew itself at the first anniversary date and at the subsequent anniversary date.