



COUNTY OF AUGUSTA, VIRGINIA REQUEST FOR PROPOSAL

Issue Date: May 5, 2022

RFP # 32010-22-01

Title: Firefighter Turn-Out Gear

Proposals will be received subject to the Conditions attached hereto until **Friday, May 20th, 2022 at 2:00 P.M.** from qualified Offerors for the purchase of firefighter turn-out gear.

Where to submit Proposals:

Elana Sorrell, VCO, Senior Purchasing Assistant
County of Augusta, Finance Department
18 Government Center Lane
Verona, VA 24482

Copies of Request for Proposals may be obtained by visiting our website, www.co.augusta.va.us or contacting:

Elana Sorrell, VCO, Senior Purchasing Assistant
Telephone (540) 245-5741 Ext. 1
esorrell@co.augusta.va.us

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:

_____ Date: _____

_____ By: _____

Signature in Ink

_____ Title: _____

Email: _____ Telephone: _____

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.

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SECTION 1: RFP Introduction

A. Purpose of the RFP

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of firefighter turn-out gear for Augusta County Fire-Rescue. The Volunteer Agencies within Augusta County will also have an opportunity to purchase from the resultant contract. All gear will meet current NFPA Standards for Structural Fire Fighting.

B. Background

Augusta County is centrally located in the Shenandoah Valley of Virginia nestled between the Blue Ridge and Alleghany Mountains. It spans 967 square miles with over 71,000 residents and is the largest county by land area in the state. A majority of the emergency services provided to the residents and visitors of Augusta County are by volunteer agencies, which consist of 16 fire departments and 5 rescue squads physically located in Augusta County and supported by Fire and EMS agencies surrounding Augusta County. There are approximately 720 volunteers that serve in some capacity at the stations. Augusta County Fire-Rescue also employs 105 career staff that work in county-owned and volunteer stations throughout the County, along with some administrative and training support.

C. Procurement Schedule

The expected procurement schedule is listed below. The County reserves the right to change the procurement schedule. If changes are made, Offerors will be notified by the County in the form of an addendum to this RFP, posted on eVA and the County's website.

Procurement Schedule	
5/5/2022	RFP released
5/10/2022	Deadline to submit questions and requests for clarification on the RFP by 5:00 PM (EST)
5/13/2022	Answers to submitted questions provided
5/20/2022	Proposals due – 2:00 PM (EST)
6/3/2022	Vendors selected for interviews are notified
6/6-6/9	Interviews conducted
6/13/2022	Notice of Intent to Award

A pre-proposal conference will not be held.

D. Proposal Preparation

1. RFP Response

- a. Each Offeror must include the cover page of this RFP, signed by an authorized member of the Offeror's company/firm. This member should be the highest-ranking officer with signature authority at the local level. One (1) original and (5) copies of the proposal must be

submitted in 3-ring binder with tab separators. Offerors must include a digital version of their proposal in a USB or jump drive format. One electronic copy must be a redacted version, excluding any proprietary or confidential information. Proposals should be as thorough and detailed as possible so that the County may properly evaluate the offerors capabilities to provide the required goods/services. Do not email the electronic file.

- b. Each Offeror shall assume full responsibility for timely delivery to the location designated for receipt of proposals. The County does not accept USPS, UPS, FEDEX or other carrier deliveries on weekends, holidays or outside of our normal business hours of 8 a.m. to 5 p.m. Eastern Standard Time. Proposals received after the established date and time for receipt, will not be opened. Proposal revisions after the date and time specified, herein, shall not be considered.

2. Proposal Preparation:

- a. 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 purchasing agent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements as defined in Section 3. All proposals should be prepared in a 3- ring binder. All pages of the proposal should be numbered. 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. All pages of the proposal should be numbered. 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.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

- f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342 (F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- g. Any costs incurred by the Offerors in preparing or submitting proposals are the Offerors' responsibility. The County will not reimburse any Offeror for any costs incurred as a result of a response to this Request for Proposal.

3. 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 purchasing agency and may or may not be conducted.

E. Evaluation and Award Criteria

1. Evaluation Criteria

Proposals shall be evaluated by the evaluation committee using the following criteria:

Evaluation Criteria	
Quality of equipment offered and suitability for the intended purpose	40
Cost	25
Quality Control, Customer Service and Support, Delivery of Goods	25
References	10
TOTAL	100

2. Award of Contract

- a. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the proposal documents.
- b. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

- c. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD. This notice will be emailed to all Offerors and posted on the County of Augusta's website.

SECTION 2 : Statement of Needs

A. Scope of Work

The offeror shall provide firefighter turn-out gear in accordance with the RFP documents contained herein and attached hereto.

A sample may be requested by Augusta County Fire-Rescue for evaluation purposes. This sample is to be supplied to the department at no charge to the department and it will be returned after the selection process.

PROPOSALS TAKING TOTAL EXCEPTION TO SPECIFICATIONS WILL NOT BE ACCEPTABLE.

B. Specifications

Design of Coat and Pant

1. The coat shall be approximately 6 inches longer at the rear hem than at the front and provide continuous and unbroken moisture barrier and thermal liner protection from the collar seam to the hem at the bottom of the coat tail.
2. Each coat tail shall be determined by each individual's torso length and the coat-to-pant interface as defined by NFPA 1500.
3. The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.
4. An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the exterior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lock-stitched to the coat. Webbing is not acceptable.
5. The pant shall be of a traditional waist-high design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress.
6. Composite Materials: Outer Shell – Armor A.P.
7. Thermal Lining – Glide Ice 2 layer.

Moisture Barrier

1. 5.5 ISY Stedaire 4000

Coat Custom Options

1. Lettering – Agency name in 3" sewn on letters; Nameplate on extended tail portion sewn on 3" letters on Velcro patch; Department patch – left sleeve.
2. Pockets – Must be Kevlar lined. Able to work with each agency to fit their needs.
3. Trim – New York -2 trim – Lime 2 tone Scotchlite.
4. Half Hi Bellows Pockets -7" x 9" x 1.5" EZ flip pockets trimmed with Arashield
5. Hand warmers behind Bellows Pockets –Fleece

6. Mic Tab -left chest - 0.5" x 2.5" place 4" below shoulder seam. Made with Armor A.P.
7. 90° Flashlight clip option with Velcro strap on right chest
8. Radio Pocket - left chest – 6"x 4"x2.5". Options for different sizes.
9. Undershield Pocket
10. Thin Chin Strap
11. Sub wristlets long with tabs- black
12. Arashield lined cuffs on coats and pants
13. Liner to include wick guard
14. Suspenders should have snap attach and quick adjust suspender pads
15. D ring installed on chest of coat

Pants Custom Options

1. Provide a pair of three-dimensional, three-piece knee reinforcements with the bottom stitched to make the padding permanent in each of the knee reinforcements. The finished reinforcement shall be approximately 11.75-inches high (30 cm) and at the widest 9.25-inches (23 cm). To create a three-dimensional padding space and provide for flexing to both wrap around the leg and bend easily the reinforcement shall be constructed in the following manner:
 - a. Each knee shall be comprised of three vertical pieces: A center section with a finished width of approximately 6.0-inches (15 cm) providing convex vertical edges; and two 1.625-inch (4 cm) side pieces providing convex edges towards the center piece and concave edges facing towards the outward sides.
 - b. The vertical curve-linear seams along the right and left sides of the center piece of the reinforcement body shall be single needle lock stitched on the underside, then single needle lock stitched from the top side
 - c. The 3D Knee reinforcement shall then be single needle stitched twice up/down both sides and across the top.
 - d. Armor A.P. with Arashield should be installed to cover knee pad.
2. Provide two highly water-resistant silicone knee pads in each knee capable of providing an initial minimum CHHR of 150 wet/dry. The pads shall be constructed in the following manner:
 - a. To fit within the 3D Knee padding cavity and to create a slight outward bending arch when installed the finished dimensions shall be approximately 9.75-inches (27 cm) high and 8.0-inches (20 cm) wide with rounded corners.
 - b. The pad shall be comprised of Silicone closed cell foam with an average thickness of 0.250-inches (0.625 cm).
 - c. Due to the thickness and stiffness of the Silicone holding it into place, as well as an inability of the material to accept stitching without weakening, there is no need to provide Velcro locator strips at the top/bottom.
3. Bellows Pocket -2 -Pants – Left/Right Leg - 9" x 9" x 1.5"; Kevlar liner
4. E Z Grip Flaps -Rip Stop – Left/Right Leg
5. 2" Velcro on Bellows Pockets & Flaps – Left/Right Leg
6. Bartack All 4 Corners of Bellows Pockets – Left/Right Leg
7. Snap Style Suspender Attachment
8. Suspenders with Snap Attach and Quick Adjust Installed - Option to include waist belt

9. Suspender Padding
Option to include waist belt option
10. Wickliner- non-absorbent material

C. Delivery Requirements

1. All orders will be processed and delivered in a maximum of six weeks after receipt of said order. All reorders will be delivered in the same time frame. For emergencies as defined by the department such as contamination, new hire firefighters, or excessive number of emergency related damages, the Contractor shall agree to, at no extra cost, delivery within three weeks. Negotiations on delivery timeframe will be accepted. The Offeror shall provide their best delivery date on the Price Schedule (Attachment C).

Any orders not shipped in the agreed upon time frame will incur a \$25 a day liquidated damage.

2. The Contractor shall notify the County's Quartermaster of any delays or low product availability within 5 (five) days of the Contractor being notified by the manufacturer. The delivery date can be negotiated for an extension upon written notification to the County's Quartermaster due to delays or product availability.
3. Upon request, the Contractor shall provide to the County a report showing all orders placed by Volunteer Agencies.

D. Sizing

1. To ensure a proper fit, sizing shall be determined by actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken 10 (ten) days after approval of order from Quartermaster.
2. If women's sizing is available please provide this information with the proposal.

SECTION 3 : Detail Submittal Requirements

A. General Instructions

The following instructions must be followed by Offerors submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is May 20, 2022 at 2:00PM. It will be the sole responsibility of the Offeror to submit its Proposal to the County before the closing deadline. Late Proposals will not be allowed.
2. **Hard Copy Proposals:** Offerors shall submit One (1) original and (5) copies of the proposal in 3-ring binders with tab separators. Proposals shall not include extraneous marketing materials.
3. **Fax and Email Proposals:** Fax or email responses will not be accepted.
4. **Delivery/Mailing Instructions:** The Offeror must ensure that the envelope is properly marked and remains sealed. The Offeror should put their "company identifier" on all data documents. Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title

and RFP Number. The mailing address for Proposals is below.

Mailing Address
Elana Sorrell, VCO, Senior Purchasing Assistant County of Augusta, Finance Department 18 Government Center Lane Verona, VA. 24482

5. **Amendment of Proposals:** Offerors may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and an Offeror has previously submitted a Proposal in response to this RFP, the Offeror shall notify the Purchasing Assistant via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the County.

B. Proposal Organization Guidelines

Offerors are instructed to organize Proposals in a tabbed format and to insert completed forms in the corresponding tabs as a part of their response to the Proposal. In addition to the information captured through the Attachments, Offerors are encouraged to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each tab section

Tab 1- This tab is to include the signed RFP cover page, the signed *Attachment A – Transmittal Certification*, and all addenda acknowledgments, if any.

Tab 2- This tab is to include a written narrative statement that consists of:

- a. Experience in providing the goods/services described herein.
- b. Names, qualifications, and experience of personnel to be assigned to the County.

Tab 3- This tab is to include the specific plans for providing the proposed goods/services including:

- a. List of proposed goods including product specifications, illustrations, etc.
- b. All orders shall remain separate between the agencies. Describe how the company will ensure orders and invoices are kept separate.
- c. Quality control and customer support is vital for this project. Explain the company’s quality control policy and what the County should expect from customer support.

Tab 4- This tab is to include a list of clients to whom you have supplied the goods or services required with addresses, phone numbers, and a contact person, *Attachment B - References*. We reserve the right to contact owners of the product or service.

Tab 5- This tab is to include the Proposed Price, *Attachment C – Price Proposal*.

Tab 6- This tab is for Proposal Supplements- Any Offeror-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal within this tab.

SECTION 4 : Terms & Conditions

A. General Terms and Conditions

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable.

1. Non-Discrimination Clause

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 Virginia Code § 2.2-4311. 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. (Virginia Code § 2.2.4343.1(E)).

2. Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the County for the Contractors use are the sole property of the County. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning County employees, products, services, prices, operations, security measures, and subsidiaries.

The Contractor and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Individual's and the County's approval, and then only to the extent necessary to perform the work under the contract, and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. These confidentiality obligations also apply to the Contractor's employees, agents, and subcontractors. The Contractor shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Contractor, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the County.

3. Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the County, and their respective employees, officers, members, directors and partners; The County's Representative and its employees, officers, members, directors and partners; and the County, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Contractors. Submission of proposal indicates Contractor's acceptance

of the evaluation technique. Without limiting the generality of the foregoing, each Contractor acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

4. 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 is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Finance Department. Contractual disputes shall also be subject to the provisions of Virginia Code §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).

5. Contract Negotiation

After final evaluation, the County may negotiate with the Contractor(s) of the highest-ranked Proposal. If any Contractor fails to negotiate in good faith, the County may terminate negotiations and negotiate with the Contractor of the next highest-ranked Proposal or terminate negotiations with any or all Contractors.

If contract negotiations are commenced, they may be held at County office locations or via teleconference at a date and time to be determined. If contract negotiations are held, the Contractor will be responsible for all of Contractor's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

Failure to Negotiate

If the selected Contractor:

- a. Fails to provide the information required to begin negotiations in a timely manner
- b. Fails to negotiate in good faith
- c. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
- d. If the Contractor and the County, after a good-faith effort, cannot come to terms; then the County may terminate negotiations with the Contractor initially selected and commence negotiations with the next highest-ranked Contractor. At any point in the negotiation process, the County may, at its sole discretion, terminate negotiations with any or all Contractors.

6. Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the County and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions as the County deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified within this RFP.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Contractor, subject to contract negotiations with the County, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

7. Contract Changes

Written requests for price changes resulting from a change of scope, as initiated or requested by the County, must be submitted in writing to the County via Change Order. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the County, (1) the request may be granted; (2) the Contract may be cancelled and solicitation may be re-advertised; or (3) continue with the Contract without change.

The County will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the County will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

If a price increase is rejected, the Contractor will be notified and, at the option of the County, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

8. Statutory Information

This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws, provisions and any litigation with respect thereto shall be brought in the Circuit Courts of Augusta County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

9. Antitrust

By entering into a contract, the 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 under said contract.

10. Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions ("force majeure").

If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

11. 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.

12. Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the County of Augusta or Commonwealth of Virginia as they may apply, as these laws may now read or as they may hereafter be changed or amended.

13. Patents and Copyrights

The successful vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

14. Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the County shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the County deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

16. Immigration Reform and Control Act of 1986

By entering into a written contract with the County, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

17. Indemnification

Pursuant to Virginia law, the County may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.

18. Cancellation of RFP

The County reserves the right to cancel the RFP, and to reject any or all proposals in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best interest of the County. The reasons for cancellation or rejection shall be made part of the contract file. The County may also waive any minor informalities or irregularities in any proposal where such action serves the County’s best interest.

19. 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 violation 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.

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 the Virginia Public Procurement Act, 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.

20. Insurance Coverage

Prior to the execution of the contract, the Contractor shall furnish the County with a Statement of Insurance coverage from his agent indicating effective dates and limits of coverage for Liability, Workers Compensation, and Automobile.

21. Non-Appropriation

Contracts are made subject to the appropriation of funds by the Board of Supervisors of the County and are null and void in the event of non-appropriation. Non-appropriation shall be deemed a cancellation and shall terminate this contract without recourse and with no liability on the part of the County.

22. Payment Terms

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

23. Contract Period

1. The initial contract shall be for a period of one (1) year. Contract prices shall remain firm for the initial contract period.
2. The contract may be renewed for four (4) additional one (1) year terms.
3. The Contractor shall give 60 days' written notice to the County for any price increases and/or if it does not intend to renew the contract at any annual renewal.

24. Testing and Inspection

1. The County reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.
2. The County may require more complete detailed specifications on items quoted or samples prior to award, at no expense to the County. If not destroyed or used during testing, samples will be returned at the bidder's or offeror's request and expense.

25. Use of Contract by Other Political Jurisdictions

The offeror is advised that the resultant contract will be extended to other jurisdictions and political subdivisions of the Commonwealth of Virginia to permit their ordering of services at the prices and terms of the resultant contract. If any other jurisdiction or political subdivision decides to use the resultant contract, the offeror must deal directly with such jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction or political subdivision will have no effect on consideration of a proposal. It is the awarded offerors responsibility to notify other jurisdictions and political subdivisions of the availability of the contract(s).

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the successful offeror. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction or political subdivision are unacceptable to the successful offeror, the successful offeror may withdraw its extension of the award to that jurisdiction or political subdivision.

The County shall not be held liable for any costs or damages incurred by another jurisdiction or political subdivision as a result of any award extended to that jurisdiction or political subdivision by the successful offeror.

B. Special Terms and Conditions

In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

1. 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 material during said period.

2. Cancellation of Contract

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

3. Renewal of Contract

The successful contractor shall provide firefighter turn-out gear and services for a term of one (1) year. The right is reserved by the County of Augusta to renew this contract for four (4) additional one (1) year terms on the anniversary date. Price increase may be negotiated only at the time of the renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

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 CPI Table 1, Index for all Urban consumers, U.S. City average, 12-month unadjusted, category section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

4. Best and Final Offer

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). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

5. Price Escalation/De-Escalation

Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index: CPI Table 1, Index for all Urban consumers, U.S. City average, 12-month unadjusted, Month (to be specified) to month (to be specified) change. No price increases will be authorized for 180 days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

Contractor shall give not less than 60 days advanced notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month follow the end of the full 60-day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:

- 1) verify that the requested price increase is general in scope and not applicable to just the

County; 2) verify the amount or percentage of increase which is being passed on to the contractor's suppliers.

The contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

6. Contract Quantities

The quantities specified in this Request for Proposal are estimated only, and are given for the information of the bidders. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period. Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the contractor of his obligation to fill all orders placed by the County. NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT AUGUSTA COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

ATTACHMENT A

TRANSMITTAL CERTIFICATION

By signature on the Proposal, the Proposer certifies that it complies with:

1. The laws of the Commonwealth of Virginia and is licensed or qualified to conduct business in the Commonwealth of Virginia,
2. All applicable local, state, and federal laws, codes, and regulations,
3. All terms, conditions, and requirements set forth in this RFP,
4. Pursuant to *Virginia Code* § 2.2-4367- A condition that the Proposal submitted was independently arrived at, without collusion,
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest,
6. The following Non-Collusion Affirmations:
 - I affirm that I am the Proposer, a partner of the Proposer, or an officer or employee of the Proposer's corporation with authority to sign on the Proposer's behalf.
 - I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other Vendor designed to limit competition.
 - I hereby affirm that the contents of this Proposal have not been communicated by the Proposer or its agent to any person not an employee or agent of the County.

If the Proposer fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the Proposal, terminate the contract, or consider the Proposer in default.

Field	Response
Name of the Proposer Representative	
Title	
Name of Company	
Address	
Telephone Number	
Email Address	
Signature of Authorized Officer of the Firm	
<p><i>A signature provides the County with the Proposer's acknowledgement and acceptance of the RFP terms, requirements, and conditions, and the execution of same during the discharge of any succeeding contract.</i></p>	

ATTACHMENT B

REFERENCES

To Be completed by Offeror

1. INSTRUCTIONS FOR REFERENCES

Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered, which includes the provision of contact person(s) who do not have knowledge of the services provided by your firm. **Failure to submit references may result in the Proposal not being considered for evaluation.**

The County may request a more detailed list, including other governmental agencies. The County reserves the right to request or contact additional or different references from the provided customer list for consideration, including past experience with the County.

Proposer to identify up to four (4) governmental entities that are most similar to the size and requirements of the County that have gone live with the proposed software.

Date	Client	Person to Contact and Phone Number
_____	_____	_____
		Phone _____

_____	_____	_____
		Phone _____

_____	_____	_____
		Phone _____

_____	_____	_____
		Phone _____

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ATTACHMENT C
PRICE PROPOSAL

Please indicate the proposed price for the firefighter turn-out gear. In addition to a total price please provide pricing for the options listed below.

<u>DESCRIPTION</u>	<u>PRICE EACH</u>
Turn-Out Coat , per specifications	
MFG MODEL # _____	\$ _____
Turn-Out Pants , per specifications	
MFG MODEL # _____	\$ _____
GRAND TOTAL: \$ _____	

DELIVERY: State your earliest delivery date from receipt of a purchase order:

This date may be a factor in making the award. _____ Days.

OPTIONAL COSTS:

Please provide any costs and options for the following:

Pocket options available for pant and coat.

Colors available for pant and coat.

Yearly Price Increase.

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ATTACHMENT D
AGENCIES LIST

INFORMATIONAL PURPOSES ONLY

Career and Volunteer Agencies within Augusta County:

- Augusta County Fire Department
- Augusta County Fire/Rescue
- Churchville Fire Department
- Craigsville Fire Department
- Deerfield Fire Department
- Dooms Fire Department
- Riverheads Fire Department
- Middlebrook Fire Department
- Mount Solon Fire Department
- New Hope Fire Department
- Preston L. Yancey Fire Department
- Shenandoah Valley Regional Airport
- Stuarts Draft Fire Department
- Swoope Fire Department
- Verona Fire Department
- Weyers Cave Fire Department
- Wilson Fire Department

Additional agencies surrounding Augusta County:

- Wintergreen Fire Department
- Raphine Fire Department
- Walkers Creek Fire Department
- Bridgewater Fire Department
- Grottoes Fire Department
- Waynesboro Fire Department
- Staunton Fire Department
- South River Fire Department