



**COUNTY OF AUGUSTA, VIRGINIA
REQUEST FOR PROPOSAL**

Issue Date: September 9, 2024

RFP # **113201-25-01**

Project Title: Fire & Rescue Timekeeping and Scheduling Software

Proposals will be received subject to the Conditions attached hereto until **September 26, 2024 at 2:00 P.M.** for a qualified vendor to provide timekeeping and scheduling software services for Augusta County Fire-Rescue.

Where to submit Proposals:

Lacy Stajduhar, Purchasing Assistant
County of Augusta, Finance Department
18 Government Center Lane
Verona, VA 24482

Copies of Request for Proposals may be obtained by visiting the County's website, www.co.augusta.va.us, eVA, <https://eva.virginia.gov/> or by contacting:

Lacy Stajduhar, Purchasing Assistant
Telephone (540) 245-5741 Ext. 4068
lstajduhar@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.

TABLE OF CONTENTS FOR RFP# 113201-25-01

Section 1: RFP Introductions.....3

A. Purpose of the RFP.....3

B. Background.....3

C. Procurement Schedule.....3

D. Proposal Preparation.....3

E. Evaluation Criteria.....5

Section 2: Scope of Work.....5

General Requirements.....5

Section 3: Detailed Submittal Requirements6

A. General Instructions.....6

B. Proposal Organization Guidelines.....7

Section 4: Terms & Conditions.....7

A. General Terms and Conditions.....7

B. Special Terms and Conditions.....14

Section 1: RFP Introductions

A. Purpose

The County of Augusta (County) is requesting proposals from qualified vendors to provide scheduling and timekeeping software services for Augusta County Fire-Rescue.

B. Background

Augusta County is situated in the Shenandoah Valley of Virginia, the County of Augusta is at the juncture of Interstates 64 and 81, and the headwaters of the James River and the Potomac River basins. It is 150 miles southwest of the nation’s capital, Washington, D.C., 100 miles west of the state capital, Richmond, and 85 miles north of the City of Roanoke. Augusta County is a rural jurisdiction of 968 square miles with a population of approximately 77,000.

Augusta County Fire-Rescue’s combined system provides an all hazard service from 17 fire rescue stations with 141 Career staff (129 operational personnel, 12 administrative and training staff, and 1 civilian) along with around 450 volunteers. Augusta County owns and staffs four (4) stations and supplements staffing in 10 volunteer owned stations. The Augusta County Fire-Rescue Combined System was dispatched to 22,977 calls in 2023, of which 8,530 (37.12%) fire related dispatches, and 14,447 (62.88%) EMS related dispatches.

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	
09/09/2024	RFP released
09/13/2024	Deadline to submit questions and requests for clarification on the RFP by 5:00 PM (EST)
09/17/2024	Answers to submitted questions provided
09/26/2024	Proposals due – 2:00 PM (EST)

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. This member should be the highest-ranking officer with signature authority at the local level. Four (4) copies must be submitted, one (1) original and (3) copies, each copy shall be complete and separately bound. Offerors must include a digital version 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. No FAXED copies will be accepted.

- 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.
- c. Your response must be submitted in a sealed envelope/package, clearly marked "Fire & Rescue Timekeeping and Scheduling Software RFP #113201-25-01".
- d. All Addenda must be acknowledged on the cover page.

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 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.
- 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, are presented in the RFP. 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. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with each proposal should be contained in that single volume.
- e. 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 Virginia Code § 2.2-4342(F), 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.

- f. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

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	
The vendors responses to the functional and technical requirements outlined in the scope of work.	40
Relevant experience with similar implementations for comparable organizations	20
Timeline for implementation	20
Integration with the Counties current ERP software Tyler Munis	10
Pricing	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 eVA and the County of Augusta’s website.

SECTION 2: Scope of Work

Scope of Work

Fire & Rescue is currently looking for a single platform software that will provide the following:

- Scheduling of 12-hour, 24-hour, and 40-hour shifts with the capability to set such schedules 12 months in advance.
- 175 total users.
- Be accessible with mobile devices both android and IOS.
- Track shift trades.
- Track and auto notify part-time on callouts.
- Timekeeping for staff with the ability for supervisor review and auto upload to Tyler Munis.
- Provide the ability to house all of our files for staff to access through the platform.
- Provide emergency notifications (call alerts) with turn-by-turn direction capabilities.
- Pre-planning that is accessible from mobile devices and connectivity to county GIS.
- Ability to upload preplans to the platform.
- Online form creation and tracking.

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 September 26, 2024 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:** Offeror's shall submit a total of four (4) copies, one (1) original and (3) copies. 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 shipping package is properly marked with RFP Title and Number and remains sealed. The Offeror should put their "company identifier" on all data documents. The County does not accept proposals delivered via USPS, FEDEX, UPS or other carrier deliveries on weekends, holidays or outside of normal business hours of 8 a.m. to 5 p.m. Eastern Standard Time.

Mailing Address
Lacy Stajduhar, 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.

1. Proposal Organization Guidelines- The following contains the organization guidelines for Proposal response.

Tab 1- This tab is to include the required documents:

- a. Signed RFP cover page and all addenda acknowledgments, if any.
- b. Reference list of customers that use timekeeping and scheduling software, including customers that have similar specifications to the County's specifications. List should include contact name, position, phone number and email address.

Tab 2- This tab is to include;

- a. A complete set of Offeror's Specifications of the proposed software.
- b. Details on timeline for implementation.

Tab 3- This tab is to include;

- a. Price proposal.

SECTION 4: Terms & Conditions

General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the County of Augusta, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the County. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders 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 Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 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 recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, 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).

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, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. 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 the requirements of this section.
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.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their (bids) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

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 County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by any public body from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by any public body.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **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 Commonwealth of Virginia under said contract.

- H. **MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs** Failure to submit a bid on the official county form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the County may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - 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.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the County shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an a County of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, TERMS AND CONDITIONS, CLARIFICATION

OF TERMS, PAYMENT shall apply in all instances. 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.

- L. **QUALIFICATIONS OF BIDDERS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- O. **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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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 Purchasing Agency 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. 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 Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. 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 Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. 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 Purchasing Agency or with the performance of the contract generally.

P. **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.

Q. **TAXES:** Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder) clearly indicates in its bid that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **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 at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. 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.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) *Code of Virginia* § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate

Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) and the County of Augusta’s website (www.co.augusta.va.us) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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.

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, 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.

W. **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, sexual orientation, gender identity, 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 state agency, department or institution 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.

X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent that the Governing Body of Augusta County has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

Z. **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.

SPECIAL TERMS AND CONDITIONS

SOFTWARE LICENSES:

a. Generally. By entering into this contract, the successful bidder represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to provide the software, has the full power to grant the rights/uses required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any U.S. patent, copyright, trade secret, or any other property rights of another person or organization. Subject to restrictions against reverse engineering, decompiling, disassembly, reengineering, creation of the source code or structural framework of all or part of the software, unauthorized use, transfer of possession, sublicensing or other dissemination of the software, in whole or in part, to or by any third party, or causing or permitting any change to be made to the software without the successful bidder's prior written consent, the software provided by the successful bidder shall be on a non-exclusive, irrevocable perpetual basis and shall continue in perpetuity. All software shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is intended by the County. By entering into this contract, the successful bidder certifies that the County shall not be required to execute or otherwise accept or abide by any license terms not included in this solicitation, with the exception of such standard license terms as are required by the owner of the software.

b. Upgrades. The County shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the successful bidder on a mutually agreed upon schedule between the County and the successful bidder. The maximum charge for upgrade shall not exceed the total difference between the cost of the County's current version and the price the successful bidder sells or licenses the upgraded software under similar circumstances.

c. Disposition. Unless otherwise instructed by the successful bidder, the County shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the County does reserve the right to retain one copy of the software for archival purposes when appropriate.