

**County of Pulaski  
Request for Proposal**

**CHANGE AGENT  
FIRE/EMS & EMERGENCY MANAGEMENT**

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NOTICE TO VENDORS, CONTRACTORS, PROPOSERS: Please verify that all attachments listed and marked as enclosed are present in the proposal package. Please notify the County of Pulaski of any discrepancies immediately. Failure on the part of any vendor, contractor, or proposer will not relieve same from meeting any and/or all requirements of any documents inadvertently omitted.

**ADVERTISEMENT AND PUBLIC NOTICE  
REQUEST FOR PROPOSALS**

**CHANGE AGENT  
FIRE/EMS & EMERGENCY MANAGEMENT**

Pulaski County is seeking a contractor with high-level management skills in fire, EMS and the emergency management industry to restructure our community service delivery based on the findings and recommendations of the recent Fire/EMS/Emergency Management study (*attached*).

Reporting directly to the County Administrator, the role will be an initial two (2) year contract with the option of a third year, subject to progress and performance.

The successful candidate will be required to live in or relocate within a 45-minute travel distance of Pulaski County, Virginia in order to assume on-site responsibility for the development, implementation and management of our fire, EMS and emergency management services.

Proposals are due no later than *2:00 pm on Friday, September 29<sup>th</sup>*. Any proposals received after this deadline may be returned to the offerer unopened. The County reserves the right to reject any and all proposals, and/or divide any project into sections.

Disadvantaged Business Enterprises (small or minority and/or women owned firms) are encouraged to submit proposals as well as MBE/WBE firms.

Pulaski County is an equal opportunity/affirmative action employer and will not discriminate on the basis of race, color, religion, national origin, age, sexual orientation or disability. The Contractor must certify that they do not, or will not, maintain or provide for their employees any facilities that are segregated. The Contractor shall comply with the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Orders #12138 and #11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964. Pulaski County does not discriminate against faith based organizations.

Inquiries and requests for proposal packets should be addressed to:

Tammy Nichols  
Human Resources Director  
County of Pulaski  
143 Third Street, NW, Suite 1  
Pulaski, VA 24301  
540-994-2406  
540-980-7717 (FAX)

Note to newspapers:

Please print in the legal section of The Southwest Times on *Sunday, August 20<sup>th</sup>* and The Patriot on *Friday, August 18<sup>th</sup>*.

Public notice Posted on *Monday, August 14, 2023* by *Tammy Nichols, Human Resources Director*.

## SPECIFICATIONS REQUEST FOR PROPOSALS

Pulaski County is seeking non-exclusive proposals from qualified contractors (hereinafter referred to as “contractor”) to provide high-level management skills in fire, EMS and the emergency management industry to restructure our community service delivery based on the findings and recommendations of the recent Fire/EMS/Emergency Management study (attached).

Reporting directly to the County Administrator, the role will be an initial two (2) year contract with the option of a third year, subject to progress and performance.

The successful candidate will be required to live in or relocate within a 45-minute travel distance to Pulaski County, Virginia to assume on-site responsibility for the development, implementation and management of the following:

1. A strategic 5-year plan for Pulaski County fire, rescue, EMS and emergency management.
2. Phased recruitment and management of key operations personnel to potentially include but not limited to:
  - An Assistant
  - Deputy Director - Fire, Safety and Training
  - Deputy Director - EMS
  - Fire Code Official
  - Full-time and part-time firefighter/EMT’s
  - Recruitment and Retention Coordinator
3. Incorporation of volunteer fire departments, EMS and emergency management into a new, unified Department of Emergency Services.
4. Design and implementation of standardized policies and procedures for all fire/EMS providers.
5. A phased program to universally standardize assets, operations and administration.
6. An appropriate system-wide and needs-based apparatus deployment and replacement plan.
7. Ensure effective and sufficient fire and EMS coverage and operational field supervision.
8. First responder medical evaluations, fitness standards and wellness programing requirements.
9. Evaluation, reorganization and expansion of the current ‘Squad’ program.
10. Ensure improved annual and individual training plans are in place for both fire and EMS along with professional development and training standards and programing.
11. Develop and implement community volunteer recruitment and retention programs.
12. Research eligibility and apply for and manage any applicable state or federal grants to support specific project goals and objectives.

13. To develop an improved universal vehicle equipment, maintenance and purchasing program(s) to meet manufacturer requirements, national standards and industry best practices.
14. Develop and implement a universal cost recovery program(s) for roadway calls, vehicle accidents, and other applicable response services.
15. Ensure effective public information through publishing and communicating clear collective vision and mission statement(s) along with clearly communicating our community response capabilities.
16. Establish and implement a universal volunteer accountability system to ensure minimum staffing and response times are met.
17. Improve interactions with neighboring agencies to share best practice and optimize mutual aid.
18. Serve as a liaison with community education and healthcare providers to further first-response related educational and training programs.
19. Develop and implement a universal inspection program in line with the Virginia Statewide Fire Prevention Code (SFPC) in conjunction with the Pulaski County Building Official Department.
20. Other related activities and duties as required and assigned and are applicable in response to the Comprehensive Fire & EMS Analysis.

Proposals should clearly identify services provided, sub-consultants to be utilized, and previous work experience with any sub-consultants referenced.

The contract shall be in effect from the date of signature for a one-year period. The contract may be renewed, at the discretion of the County Administrator, for up to two successive one-year terms. The County shall enter into a contract with general terms negotiated with the selected Contractor. The County reserves the right to issue other proposals for services during the contract term.

Disadvantaged Business Enterprises (small or minority and/or women owned firms) are encouraged to submit proposals. MBE/WBE firms are encouraged to submit proposals.

Pulaski County is an equal opportunity/affirmative action employer and will not discriminate on the basis of race, color, religion, national origin, age, sexual orientation or disability. The Contractor must certify that they do not, or will not, maintain or provide for their employees any facilities that are segregated. The Contractor shall comply with the President's Executive Order #11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Orders #12138 and #11625 regarding utilization of MBE/WBE firms; and the Civil Rights Act of 1964. Pulaski County does not discriminate against faith based organizations.

**Scope of Services:**

Change Managers are not only managers but also motivators, consultants, communicators and decision-makers and-takers. They are able to drive visions forward and respectfully achieve deliverables with perseverance and effectiveness, and at the same time can deal with uncertainties and demonstrate sufficient patience in the change process.

The Change Manager will develop, implement and supervise processes of organizational and operational changes in the Pulaski County community, working to ensure that they are carried out in an efficient and

straightforward manner. Tasks will be managed to be as minimally disruptive as possible to maintain public services and community confidence, while ensuring the structural, systemic and strategic changes intended to improve or optimize the current status are introduced and implemented. Processes will be documented and restructuring justified by clear and regular communication with stakeholders by estimating the costs, effects, advantages and associated risks.

Additional Roles and Responsibilities of the Change Manager will be:

- Assesses public need and determines core emergency services that are demanded and expected
- Lead the department by setting a positive example of professionalism, ethics, motivation, organizational skills and team relations
- Prepares and directs the preparation of strategic plans, yearly goals and objectives, department policies, annual budget(s) and standard operating guidelines
- Implements and monitors programs and processes that provide emergency services in a prompt, professional, and ethical manner with a diverse composition of career and volunteer personnel
- Plans, directs, manages, and evaluates all activities of the Emergency Services Department
- Implements programs for career development including monitoring and revising the department's Career Development Plan as necessary or advantageous
- Develops programs and initiatives that ensure adequate succession of departmental positions
- Envisions organizational priorities and creates business goals
- Assigns strategic tasks and directives to the EMS Supervisor, Deputy Chief of Fire, Fire Marshal, Emergency Management Coordinator and other department personnel
- Ensures proper discipline of all personnel. In conjunction with applicable supervisors, evaluates the work of all applicable department personnel. Oversees personnel policy including, hiring, transfers, promotions, demotions, and disciplinary actions in conjunction applicable department management and Human Resources.
- Develops, monitors and directs the employee selection and promotional processes including applicant screening, candidate testing and interviewing, and the final section process as appropriate in conjunction with Human Resources
- Ensures compliance with County policy, state, and federal laws
- Ensures the timely and accurate preparation and management of annual, capital, and departmental budgets in a fiscally responsible manner
- Monitors account balances, financial ledgers, expenditures and department budgets. Develops and implements policies to help keep budgets in balance.
- Prepares equipment and vehicle specifications and approves related purchasing within established universal County guidelines
- Monitors the effectiveness of all departmental training programs
- Supervises all activities of the volunteer fire departments and serves as the liaison with said volunteer fire departments
- Serves on the 911 Board of Directors, Local Emergency Planning Commission, Pulaski County Fire Protection Committee, and other related and germane committees, boards, authorities and commissions
- Functions as a representative of the departments in public functions and other related events
- Manages the County's universal building and apparatus maintenance programs
- Reviews and analyzes occupational health and safety acts, rules and regulations. Monitors firefighter safety
- Ensures the deployment of personnel, equipment and apparatus according to the dictates of modern techniques and practices. Ensures additional local, regional, state, and federal resources requested are warranted.
- Actively participates in department privacy training programs and protects the privacy of all patient information in accordance with the department's policies and procedures concerning protected health information and other patient information

- Serves as a liaison with the news media on applicable matters when necessary
- Performs other roles, duties, responsibilities as requested by the County Administrator

The County of Pulaski will select a contractor deemed to have documented expertise in the particular area of work to be performed as outlined herein. Proposals received by the County will identify staff to be assigned to the project, projected work load, and estimated schedule to complete.

**Education and Experience Requirements:**

Must possess knowledge of:

- Firefighter II
- EMT
- Fire Officer III
- Hazardous Materials Operations
- Master’s Degree in Fire Administration, Public Administration, Business Administration, or related field preferred and Bachelor’s degree in the same required
- Combined ten years of experience in connection with Fire/EMS and with progressively increasing responsibility including 5 years supervisory/managerial experience, or any combination of experience and training which provides the following knowledge, skills, and abilities:
  - Knowledge of the Fair Labor Standards Act (FLSA)
  - Knowledge of OSHA Regulations and National Fire Protection Association Standards
  - Knowledge of County and Town Ordinances, and departmental rules and regulations
  - General knowledge of fire inspection practices including the Statewide Fire Prevention Code regulation and adoption, building construction, and enforcement
  - General knowledge of fire investigation practices including investigation techniques, search and seizure, scene preservation, evidence collection, and prosecution
  - General knowledge of EMS rules and regulations, billing requirements, and local/state EMS protocols
  - General knowledge of personnel practices and ability to manage personnel with fairness, firmness, and tact.
  - Comprehensive knowledge of emergency services and local, state, and federal resources
  - Ability to lead by example and motivate other employees
  - Ability to complete and monitor multiple projects and prioritize time sensitive projects
  - Ability to prepare, analyze, and summarize reports and spreadsheets through computer programs and in written form
  - Ability to communicate effectively both verbally and in writing
  - Ability to establish and maintain effective working relationships with public and related agency officials, other employees, and the general public
  - Ability to form part of incident command system
  - Ability to supervise and monitor the work of assigned staff
  - Ability to stimulate community support for emergency service programs
  - Knowledge to conduct fire, rescue and emergency management training
  - Ability to manage community education programs
  - Ability to maintain compliance with Virginia Code 12 VAC5-31
  - Ability to meet physical competencies in VaOEMS TR-14A/TR-14B minimum function job description

**Response to Solicitation - Proposal Contents:**

The respondent's proposal for professional services must include the following:

1. **Three copies** of the proposal shall be transmitted along with a cover letter not to exceed two pages.
2. Name, address and telephone of contact person
3. Table of Contents
4. Statement of understanding of the scope of services presented in this RFP and the role of your firm in accomplishing the scope of services
5. Clearly identify services being offered by your firm and any sub-consultants to be utilized
6. Document previous work experience with any sub-consultants to be used
7. A description of projects in which the firm has participated during the past three (3) years giving a description of the involvement of the firm in the project, description of the size and value of the project and the names and phone numbers of references who may be contacted.
8. A biographical sketch and qualifications of members of the firm who will be performing work
9. A timetable outlining the availability of staff
10. Family relationship of any personnel in the proposer's firm to any employee of the Contractor, as well as name and addresses of such personnel
11. Proposals shall be signed by an authorized representative of the Contractor. All requested information must be presented. Failure to do so may result in the proposal being considered not responsive and, thus rejected.
12. In order to be considered for selection, Contractors must submit complete response(s) to this RFP to the Office of Human Resources.
13. Each copy of the proposal shall be bound in a single volume, where practical. All documentation submitted with the proposal shall be bound in that single volume.
14. Contractors who submit a response to the RFP may be required to give an oral presentation of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on their proposal. It will not alter the proposal. If there is an oral presentation, it will be at the Contractor's expense. Oral presentations are discretionary; therefore, proposals should be complete. However, if scheduled, the County will designate a convenient time and place.

**Proposal Evaluation:**

Evaluation of proposals will be based upon, information requested/required and contained within the proposal. The following criteria will be utilized to rank respondents:

1. Executive experience in fire, EMS, and emergency management or closely related industry.
2. Must have been previously engaged to at least Chief Officer level in the administration of a combination and/or career fire department.
3. Track record of evaluating and improving fire, rescue, and emergency management or closely related organizations.
4. Executive project management experience.
5. Demonstrable experience in the development of bespoke policy and procedure.
6. Diverse experience in the review of Fire, EMS and Emergency/Disaster Management organizations or closely related field and is able to share a broad range of state, national and/or international best practices.
7. Public and private sector business management.
8. Experience with Local, State, and Federal regulatory requirements and funding agencies.

9. Availability of resources necessary for completion of projects.
10. Ability to closely and frequently interact with personnel, emergency situations, meetings, public gatherings, etc. in order to gauge an understanding of the needs of the community, department(s) and management.

**Selection Procedure:**

The County, or their authorized selection committee, will review all proposals and select respondents deemed best qualified, responsive, and suitable for the type of projects anticipated. Depending upon the number of qualified responders, it is anticipated that a minimum of three (3) firms will be shortlisted and interviews conducted. At the conclusion of the interviews, the firms will be ranked in order of preference, and contract negotiations will begin with one or more of the respondents. The County reserves the right to reject any and all proposals, waive any formalities, and/or divide any project into sub-sections. The procurement of these services will comply with the Virginia Public Procurement Act.

During the term of an anticipated agreement, in the event the contractor which is selected as the first preference is unable to respond to a request to complete the project in a timely manner, the County will proceed to negotiate with the contractor who is ranked next in preference.



## **GENERAL TERMS AND CONDITIONS:**

1. Vendor's Manual - This solicitation is subject to the provisions of the Commonwealth of Virginia Public Procurement Act and any revisions thereto, which are hereby incorporated into this contract in their entirety.
2. Applicable Laws and Courts – This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
3. Ethics in Public Contracting – By submitting their bids or proposals, bidders and offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror or supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
4. Immigration Reform and Control Act of 1986 – By submitting their bids or proposals, the bidders or offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
5. Debarment Status – By submitting their bids or proposals, bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any agency of the Commonwealth of Virginia.
6. Antitrust – By entering into contract, the Contractor conveys, sells, assigns, and transfers to the Agencies all rights, title, and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Agencies.
7. Clarification of Terms – If any prospective bidder or offeror has questions about the specifications or other solicitation documents, the prospective bidder or offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Agencies.
8. Form – All responses to a Request for Proposal (RFP) must be on the offerors letterhead or form. Responses to an RFP should address all aspects of the request and must include a signature of the offeror. All offers must be submitted in a sealed envelope plainly marked “Change Agent”, date and time.
9. Opening Date/Time – Offers and amendments thereto, or withdrawal of proposals submitted, if received by the Agencies after date and time specified for scheduled opening will not be considered. It will be the responsibility of the offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, email, or telegraphic proposals (including fax) will not be accepted.
10. Inconsistencies in Conditions – In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, and/or other schedules contained herein, the latter two shall take precedence.
11. Invoices – 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 contract number and/or purchase order number.
12. Payment Terms – Any payment terms requiring payment in less than 30 days will be regarded as requiring 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
13. Qualification of Bidders or Offerors – The Agencies may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder or offeror to perform the work/furnish the item(s) and the Contractor or offeror shall furnish to the Agencies such information or data for this purpose as may be requested. The Agencies reserve the right to reject any bid or proposal if the evidence submitted by, or investigations of, such bidder or offeror fails to satisfy the Agencies that such bidder or offeror is properly

qualified to carry out the obligations to the contract and to complete the work/furnish the item(s) contemplated therein.

14. Assignment of Contract – A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Agencies.
15. Changes to the Contract – The Agencies Board Chairman or their designee may, upon mutual agreement with the firm, issue written modifications to the scope of work/specifications of the contract, and within the general scope thereof.
16. Execution – All work/performance shall be in accordance with all local, state and federal codes, laws and regulations, including but not limited to: Virginia (VA) Conflict of Interest Act, VA Fair Employment Contracting Act, VA Freedom of Information Act, VA Prompt Payment, VA Public Procurement Act.

**SPECIAL TERMS AND CONDITIONS:**

1. Advertising – In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Agencies have purchased or uses its products or services.
2. Audit – The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Agencies, whichever is sooner. The Agencies, their authorized agents, county and/or State auditors shall have full access to and the right to examine any of said material during said period.
3. Rejection of Proposals – The Agencies Board Chairman may cancel this request for proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 11-65D, Code of Virginia). Should it be determined in writing that only one offeror is clearly more qualified than the other under consideration, a contract may be negotiated and awarded to the offeror.
4. All Documents – which the Contractor is required to execute under this agreement, shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of the corporation authorized another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In case of an individual or partnership, the individual to be bound shall sign, and each partner to be bound shall sign the document(s).
5. Identification or Bid/Proposal Envelope – If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_  
Name of Bidder/Offeror

\_\_\_\_\_

Street or Box Number

\_\_\_\_\_

City, State, Zip Code

Jonathan D. Sweet

Name of Contract/Purchase Officer or Buyer

Due Date: \_\_\_\_\_

Time: \_\_\_\_\_

Change Agent

RFP Title

Proposals and inquiries should be addressed to:

Tammy Nichols  
Human Resources Director  
County of Pulaski  
143 Third Street, N.W., Suite 1  
Pulaski, VA 24301  
(540) 994-2431  
(540) 980-7717 FAX  
e-mail: [tnichols@pulaskicounty.org](mailto:tnichols@pulaskicounty.org)

If a bid/proposal not contained in the special envelope is mailed, the bidder/offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or any other bids/proposals should be placed in the envelope.

6. Ownership of Materials – Ownership of data, material and documentation originated and prepared pursuant to the Request for Proposal shall belong exclusively to the Agencies and is subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or priority information submitted by an offeror shall not be subject to public disclosure under the Act; however, the offeror must narrowly specify and identify the data or other materials to be protected and state the reasons why such protection is necessary.
7. Contract Disputes – In accordance with Section 11-69 of the Code of Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the Agencies by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Chairman of the Board at the address shown on this solicitation.
8. Patent/Copyright Protection – The contractor, at his own expense, will defend any suit which may be brought against the Agencies for the infringement of United States Patents or copyrights arising from the Contractor's or the County's use of any equipment, software, materials or information prepared or developed in connection with performance of the contract and in any such suit. Contractor will satisfy any final judgment of award for such infringement subject to Section 2.1-127 of the Code of Virginia. This is upon the condition that:
  - a. The Contractor is notified of the suit within a reasonable amount of time after the Agencies become aware of it; and
  - b. The Contractor has the full right and opportunity to conduct the defense of any such action. If, however, principles of governmental or public law are involved, the County may, at their option, participate in the defense of any such action. The Contractor shall not indemnify the County against any claim of infringement arising out of the equipment, software materials or information made or modified to the County's own specifications or design, or any equipment, software, materials or information not supplied by the Contractor.

If in the Contractor's opinion the equipment, software, material or information furnished hereunder is likely to or does become the subject or claim of infringement of the United States Patents or Copyrights, then without diminishing contractor's obligation to satisfy and final award, Contractor may, at this option, substitute for the alleged infringing equipment, software, materials or information modifications suitably satisfactory to the Agencies or at the Contractor's option and expense, obtain the right for the Agencies to continue the use of such equipment, software, materials or information. If the use of such equipment, software, materials or information by the Agencies shall be prevented by permanent injunction, or Contractor's inability to procure the right for the Agencies to continue using the equipment, software, materials or information at a reasonable cost, the Contractor agrees to take the infringing equipment, software, materials or information and refund the total amount the Agencies have paid Contractor under said agreement, less three (3) percent of the total paid for each month of use by

the Agencies for the first twelve (12) months and two (2) percent of the total for each month of use after the first twelve months.

9. Non-Appropriation – All funds for payment of equipment and maintenance service items ordered under this contract are subject to the availability of appropriation for this purpose. In the event of non-appropriation of funds for the items under this contract, the Agencies will terminate this contract for those items for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after action is completed.
10. Termination and Cancellation – The Agencies shall have the unilateral right to terminate this contract or Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement; (a) the offeror shall fail to deliver the services required by this contract, or (b) the offeror shall repeatedly fail to respond to request for services within the time limits set forth in the contract, or (c) the offeror shall breach any of the other cure after receiving a “Show Cause Notice” identifying the failure, then providing the vendor ten (10) days to cure the failure/non-performance. If the offeror fails to answer the cure notice or does not correct the deficiencies noted, the Agencies may immediately terminate the agreement for Default. In such event, the Agencies will only be liable for cost incurred to the date of termination. The County’s failure to exercise the right to terminate for default under this provision shall not be construed as a waiver to the right to terminate, rescind or revoke this contract in the event of any subsequent breach of any provisions of this agreement.
11. Any resulting contract in response to the RFP shall be governed in accordance with the laws of the Commonwealth of Virginia. If any term or provision of this RFP shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this RFP shall remain in full force and effect, and such term or provision shall be deemed null and void.
12. Independent Contractor – The Firm(s) shall not be an employee of the Agencies, but shall be an independent offeror. The Contractor shall indemnify and hold the Agencies harmless with respect to all withholding, social security, unemployment compensation and all other taxes or amount of any kind relating the employment of any of the persons providing services to the Agencies with respect to this agreement.
13. Coordination of Work – Offeror shall coordinate the work with the Agencies for the timely completion of work.
14. Damages – Any damage to property resulting from the performance of this contract shall be repaired to the County’s satisfaction at the Contractor’s expense.
15. Additional Projects – The Agencies reserve the right to solicit additional request for proposals for additional projects which may develop during the time of the contract as may be in the best interest of the Agencies. Any determination to solicit additional request for Proposals will be in the sole discretion of the Agencies.

## INSURANCE AND INDEMNIFICATION GUARANTEE

### 1. Indemnification and Hold Harmless Requirements

1.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Agencies, their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, including but not limited to any such claim, damage, loss or expense which is attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a claim against the Contractor or his Subcontractor arising from any work or property that must be restored, repaired or replaced because of Contractor's or Subcontractor's work being incorrectly or improperly performed. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

1.2 In any and all claims against the Agencies or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 1.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other Employee benefit acts.

### 2. Contractor's Liability Insurance and Other Insurance

2.1 The Contractor shall purchase and maintain such insurance as will protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including but not necessarily limited to, the following:

1. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employee;
3. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an act or offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, other than to the work itself, because of injury to destruction of real or tangible property, including loss of use resulting there from; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle

2.2 The insurance required by Subparagraph 2.1 shall be written for not less than any limits of liability specified in the Contract Documents, or as required by law, whichever is greater.

2.3 The insurance required by Subparagraph 2.1 shall include contractual liability insurance applicable to the Contractor's obligation under Paragraph 1.

2.4 Certificates of Insurance acceptable to the Agencies shall be filed with the Agencies prior to commencement of the work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the Agencies.

2.5 The Agencies shall be named as an additional insured on the policy for each project.

## **POLICY OF NONDISCRIMINATION**

Pursuant to Section 15.1-25 of the 1950 Code of Virginia, as amended, during the performance of any contract awarded, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex or national origin 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.

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.

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.

The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over ten thousand dollars (\$10,000.00), so such provisions shall be binding upon each subcontractor and/or vendor.

Additionally, the contractor will not discriminate against any employee or applicant on the basis of handicapped status, except where handicapped status is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

## DRUG FREE WORKPLACE MAINTENANCE BY CONTRACTOR

**Pursuant to Section 11-51.1 of the Code of Virginia, all public bodies shall include in every contract over \$10,000 the following provisions:**

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 placed by or on behalf of the contractor's 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 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 this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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Signature of Authorized Agent

## Subpart I: Drug-Free Workplace Act Assurances

The Contractor agrees by signing this contract that he/she will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
  - i. The dangers of drug abuse in the workplace;
  - ii. The grantee's policy of maintaining a drug-free workplace;
  - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the Virginia Department of Housing and Community Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such condition;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
  - i. Taking appropriate personnel action against such an employee, up to and including termination; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).