

Eastern Shore of Virginia 9-1-1 Commission
REQUEST FOR PROPOSALS

Issue Date: April 12th, 2018

RFP# 911-18-001

Title: **EMS Operations Channel Expansion - Northern Accomack County**

Issuing Agency: **Eastern Shore of VA 9-1-1 Commission**
23201 Front Street
PO Box 337
Accomac, VA 23301-0337

Location Where Work Will Be Performed: **Accomack County, Virginia**

Period of Contract: From May 15th, 2018 (or other agreement) through August 30th, 2018 (including warranty period) or other negotiated agreement or extensions.

A representative of the Offeror may attend an optional pre-proposal conference. The pre-proposal conference is Tuesday April 24th, 2018, 10:00AM, at the ESVA 9-1-1 Center - 23101 Front Street, Accomac, VA 23301. Notification to the 9-1-1 Director (contact information below) is requested if attending the pre-proposal conference.

Sealed Proposals Will Be Received Until 2:00 P.M., May 7th, 2018, For Services Described Herein and Then Opened in Public. All Inquiries For Information Should Be Directed To:

Jeff Flournoy, 9-1-1 Director, E-Mail - jflournoy@co.northampton.va.us , Telephone Number: (757) 787-0909.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE; MUST BE RECEIVED PRIOR TO DEADLINE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: Jeff Flournoy, 9-1-1 Director, Eastern Shore of Virginia 9-1-1 Communications Center, 23201 Front Street, Accomac, VA. 23301.

In Compliance With This Request for Proposals And To All The Conditions Imposed Herein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With the Attached Signed Proposal or as Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

Date: _____
By: _____
Signature In Ink
Title: _____

Print Name
Telephone Number () _____

FEDERAL IDENTIFICATION NUMBER

I. PURPOSE:

The Eastern Shore of Virginia 9-1-1 Commission (an agency of the Counties of Accomack and Northampton (Virginia)) is seeking sealed proposals for a qualified two-way radio communications company or service shop to provide, deliver, install, and integrate a new transmit site for the existing EMS Operation Channel; a simulcast/repeated channel for EMS radio communications in the Eastern Shore of Virginia.

The expectation is that the selected firm/company will have an extensive experience in radio systems background and installation and be able to complete all responsibilities and tasks included in this request for proposals (statement of work).

II. BACKGROUND:

The Eastern Shore of Virginia (Accomack and Northampton Counties) encompasses approximately 662 square miles on the southern tip of the Delmarva Peninsula (including the Town of Tangier and the Town of Chincoteague). The combined population of both counties is estimated at 45,336. There are nineteen incorporated towns within both counties combined.

ESVA 9-1-1 Commission

The Eastern Shore of Virginia 9-1-1 Communications Center serves the Counties of Accomack and Northampton. All 9-1-1 calls are received by the ESVA 9-1-1 Communications Center. Law enforcement calls are transferred to local Sheriff's Offices, Chincoteague Police Department, or the Virginia State Police for processing and dispatching. Fire and emergency medical services calls are processed and dispatched directly to fire and EMS agencies by the staff of the Eastern Shore of Virginia 9-1-1 Communications Center. The ESVA 9-1-1 Commission consists of twelve members (five representing Northampton County, six representing Accomack County, and one representing the Virginia State Police) and appoints a Director for management of 9-1-1 Center operations.

Fire and EMS Services

The ESVA 9-1-1 Center dispatches for twenty Fire/EMS stations. The stations are predominately volunteer, with supplemental staffing assistance provided by the Accomack County Public Safety Department, the Northampton County EMS Department, and the Chincoteague EMS Department.

Current Radio Systems

Fire and EMS services generally operate on the VHF band (for paging/alerting and operations). Infrastructure includes numerous tower sites, numerous receiver sites, and both simplex and repeated radio operations. Law enforcement operations (sheriff's office and town police departments) generally operate on the UHF band. Public School systems generally operate on the VHF band.

Current EMS Operations Channel

In 2015, two simulcasted channels were added to the operations of the ESVA 9-1-1 Center, one of these channels is a four-site simulcasted (non-repeated) channel generally for Fire/EMS dispatch (Fire-EMS Dispatch) and the other is a four site simulcasted (repeated) channel (EMS Operations) generally for routine EMS operations. There are other operational channels, both simplex and repeated, utilized within the Fire/EMS communications system.

Focusing on the EMS Operation Channel, the following information is provided.

- There are four sites currently existing in the channel configuration, in addition to the 9-1-1 dispatch center – A. Eastville site, utilizing a 250W Kenwood transmitter and corner reflective antenna, B. Belle Haven site utilizing a 150W Kenwood transmitter using a DB224 antenna and combiner, C. Accomack Sheriff's Office site, utilizing a 150W Kenwood transmitter using a corner reflective antenna, D. Mappsville site, utilizing a 250W corner reflective antenna.
- All sites are interconnected using (including to the 9-1-1 dispatch center) fiber connectivity provided by the Eastern Shore of Virginia Broadband Authority (ESVBA).
- This channel is the operational channel (for voice communications) after the dispatch of EMS incidents on the Fire-EMS Dispatch Channel and is designed for shorewide repeated voice communications.
- The Chincoteague site has an existing EMS Operations Channel receiver (voted at the ESVA 9-1-1 Center) attached to a multi-coupler; the expectation is for a receiver to remain at the Chincoteague site (this could use the new transceiver for the transmit and receive or could continue to use the existing receiver for the receive of the EMS Operations Channel).

Desired Solution

The Commission would like to improve talk-out coverage for the EMS Operations Channel in the far northern areas of Accomack County, including such areas as Greenbackville and Chincoteague. This is expected to be achieved with the addition of a new transmit site; the four site simulcast/repeated channel becoming a five site simulcast/repeated channel. It is expected for this additional site to have the needed configurations/parameters to provide additional talk-out coverage in the needed areas, while not degrading coverage or performance in other areas. The expectation is no additional antenna system can be added at the Chincoteague site, rather a combiner will be utilized with a current existing transmit antenna for another radio (although, alternate solutions are encouraged for submission that meet the intent of this request). A new multi-coupler will also be included in this project for the receivers' in-place at the Chincoteague site.

III. STATEMENT OF WORK:

The Statement of Work is included as an attachment to this request for proposals, and incorporated by reference. The Statement of Work includes information providing specific tasks (goods and services) required and expected with this project. The focus of this request for proposals revolves around the addition of a new transmit site for the EMS Operations Channel at the Chincoteague site.

IV. OTHER SERVICES

A. System Design and Performance

The vendor will be responsible for the final design of the contracted system, and system performance according to that design, including representations made for features, functionality, and coverage to be provided by the system reflected in their proposal.

B. System Warranty

All equipment, materials, and services provided under contracts resulting from this request for proposals shall be provided with a minimum one-year warranty (including parts, labor, onsite services as appropriate and necessary), regardless of manufacturers' standard warranty terms. Such Warranty shall include emergency, after hours maintenance if necessary. Any additional cost to the Commission for the provision of this warranty must be clearly stated within the proposal.

C. Ongoing Maintenance

As part of their proposal for the provision and installation of equipment, interested parties are encouraged to also include in their proposal to provide the appropriate level of maintenance for this new equipment services under an annual contract, which would be reviewed and renewed on an annual basis for no less than three years (for a total of five years from project completion) at the option of the Commission. It would also be desirable to renew and continue that contract relationship for an additional five years, renewable annually, at the mutual agreement of the Commission and the Successful Contractor.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Requirements

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and three (3) copies of the proposal shall be submitted.

Proposals shall be addressed and submitted to:

**RFP #911-18-001
Eastern Shore of Virginia 9-1-1 Commission
23201 Front Street
Post Office Box 337
Accomac, Virginia 23301-0337**

NOTE: Responsibility for the timely and proper submission and delivery of Proposals rests solely with the Offeror.

2. Proposal Preparation:

- a) Proposal 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 Agency 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 Purchasing Agency. 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, clear 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 which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to site the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. 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 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 locate 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 the proposal should be contained in that single volume.
- e) Ownership of all data, materials, and documentation originating and prepared for the Commission pursuant to the RFP shall belong exclusively to the Commission and become 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 protection of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data 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 secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
- f) Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the ESVA 9-1-1 Commission (or other designated group). 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 issuing agency 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.

B. Specific Requirements:

Proposals should be as thorough and detailed as possible so that the Commission (or other designated group) may properly evaluate your capabilities to provide the required goods and services. Offerors are required to submit a written narrative statement including:

1. The return of the RFP Cover Sheet and addenda, if any, signed and completed as required. Federal Identification Number is required.
2. A written narrative statement to include:
 - a) Experience in providing service, references, qualifications of staff, etc.
 - b) Explanation of the offeror's particular interest in this project, and a general discussion of the benefits the submitted proposal will provide.
3. Specific plans for providing the proposed goods and services.
4. Listing and explanation of proposed goods/services and detailed line item unit and extended price information for equipment and installation of each major item offered. Any errors or rounding in calculations or entries shall be interpreted in the best interest of, and benefit to the Commission.

VI. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria:

Proposals shall be evaluated by the 9-1-1 Commission using the following criteria:

1. (15%) Overall quality of proposal submitted that specifically addresses the Commission's RFP including the basic understanding of the Commission's objectives;
2. (15%) Overall qualifications and experience of the firm and any subcontractors, including experience in providing these services;
3. (10%) Capability and experience of the project staff including experience with similar work and as evidenced by submission of resumes of personnel to be assigned to this work;
4. (25%) Work plan, schedule and methodology;
5. (10%) Past record and performance of the firm with respect to schedule compliance, cost control and quality of work; and
6. (25%) Proposed cost of goods and services, including total cost of ownership.

B. Award Criteria:

Selection shall be made of two or more Offerors, if available, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the Request for Proposals, including price, if so stated in the RFP. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its opinion, has made the best proposal(s), and shall award the contract(s) to those Offeror(s). The Eastern Shore of Virginia 9-1-1 Commission may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required furnishing a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia). Should the Commission determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

C. Contract Term:

The Contract term shall be for the duration of the project implementation and initial warranty period, plus any additional elective maintenance extensions. The Commission reserves the right to contract for additional work that may be required to complete this project but is not specifically outlined in the Scope. The contract shall be subject to termination for cause or convenience by the Commission with written notice thirty (30) day prior to effective date.

VII. GENERAL TERMS AND CONDITIONS:

A. 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 (either Northampton or Accomack). The contractor shall comply with applicable federal, state and local laws and regulations.

B. ANTI-DISCRIMINATION:

By submitting their Proposals, Offerors certify to the Commission 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 Section 11-51 of the Virginia Public Procurement Act which provides:

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:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex of 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 purposes 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.

C. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By submitting their Proposals, the 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.

E. DEBARMENT STATUS:

By submitting their Proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia, the Counties of Accomack and Northampton, or the Commission from submitting Proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

F. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Eastern Shore of Virginia 9-1-1 Commission 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 and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commission under said contract.

G. MANDATORY USE OF THIS FORM AND TERMS AND CONDITIONS:

Failure to submit a proposal on the official form provided for that purpose shall be cause for rejection of the proposal. Modification of or additions to any portion of the RFP may be cause for rejection of the proposal; however, the Commission reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commission may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, 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.

H. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror 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.

I. 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 contract or purchase order. All invoices shall show the contract number, purchase order number (if applicable), 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 the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

2. Payment To Subcontractors:

- a) A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commission or ordering agency for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commission or ordering agency, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commission or ordering agency.

J. PRECEDENCE OF TERMS:

Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and the Special Terms and Conditions in this Solicitation, the Special Terms and Conditions shall apply.

K. QUALIFICATIONS OF OFFERORS:

The Commission may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to the Commission all such information and data for this purpose as may be requested. The Commission reserves the right to inspect Offeror's physical facilities

prior to award to satisfy questions regarding the Offeror's capabilities. The Commission further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commission that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

L. TESTING AND INSPECTION:

The Commission reserves the right to conduct any test/inspection it may deem advisable to assure that equipment and services conform to the specification.

The Commission also reserves the right to operate unsatisfactory equipment, when no other alternatives exist due to project activities executed according to plans

No equipment may be assumed by the vendor to be accepted when placed into service temporarily or permanently as part of the approved transition, migration, or fallback plan.

M. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commission.

N. CHANGES TO THE CONTRACT:

Changes can be made to the Contract in any one of the following ways:

1. 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 the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional cost 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 accounting 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 to 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. Neither the existence of a claim or 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.
2. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

O. DISPUTES:

Disputes arising under this contract shall be first referred to the Commission's 9-1-1 Director who shall meet with the Contractor to resolve such dispute. In the event the dispute is unresolved, the matter will be referred to the Eastern Shore of Virginia 9-1-1 Commission for potential resolution. The Commission's decision will represent the final administrative decision under this contract.

P. DEFAULT:

In case of failure to deliver services in accordance with Contract Terms and Conditions, the Commission, 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 Commission may have.

VIII. SPECIAL TERMS AND CONDITIONS:

A. 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 Commission, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

C. AWARD:

The right is reserved to make an award either in whole or in part, whichever is deemed in the best interest of the Commission. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commission also reserves the right to reject any or all Proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

D. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days the Proposal may be withdrawn at the written request of the Offeror. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled. Offerors are to hold their cost proposals for at least sixty (60) days.

E. CANCELLATION OF CONTRACT:

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor or Commission of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

F. DRUG FREE WORKPLACE:

The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing service on government property are prohibited:

1. The unlawful manufacturer, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commission in addition to any criminal penalties that may result from such conduct.

G. WHISTLEBLOWER PROTECTION STATUTE

Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subcontractor or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

H. IDENTIFICATION OF PROPOSAL ENVELOPE:

The signed PROPOSAL should be returned in a separate envelope or package, sealed and identified as follows:

From: Name of Offeror

SEALED PROPOSAL #911-18-001

The envelope should be addressed as directed in Section V (A)(1) of the solicitation.

I. INSURANCE AND BONDING:

By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded.

The Offeror further certifies that the contractor and any subcontractor will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The contractor granted will be required to provide to the Commission a Performance Bond and Payment Bond in an amount equal to the amount of the contract.

INSURANCE COVERAGE AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability, Owner's and Contractor's

Protective Liability and personal Injury Liability.

4. Automobile Liability - \$500,000.

IX. METHOD OF PAYMENT:

Payment will be made the basis of invoices submitted. Invoices shall cite the contract number assigned to the award document and any purchase order number and be submitted to the following address unless otherwise specified on the purchase order:

Eastern Shore of VA 9-1-1 Commission
ATTN: Jeff Flournoy – 9-1-1 Director
Post Office Box 337
Accomac, Virginia 23301-0337

X. ATTACHMENTS:

Statement of Work – EMS Operations Channel Expansion – Northern Accomack County

*Prepared and Issued By Jeff Flournoy, 9-1-1 Director, Eastern Shore of VA 9-1-1
Commission*