

Request for Proposals

To Conduct EMS Auxiliary Courses

The Rappahannock EMS Council (the "Council") is seeking proposals from qualified EMS educators ("vendors") to provide EMS "auxiliary" courses. Funding for these courses is provided through a contract between the council and the Virginia Department of Health Office of Emergency Medical Services ("OEMS"). The council intends to contract with vendors or optionally employ individuals to conduct these courses. Various general and specific terms and conditions have been specified by OEMS and apply equally to the council, its employees and selected vendor(s).

Performance Requirements

The vendor will plan and conduct various one- and multi-day courses developed by various national organizations, which are recognized by the OEMS for this purpose, known as auxiliary courses which include, at this time:

- i. ACLS
- ii. ITLS
- iii. PHTLS
- iv. PALS
- v. ITLS – Pediatric
- vi. PEPP
- vii. PPC
- viii. AMLS
- ix. EPC
- x. ATLS
- xi. NALS
- xii. APLS

Courses can be in one or more of the nine localities served by the council

- Stafford County
- King George County
- Caroline County
- Spotsylvania County
- City of Fredericksburg

- Orange County
- Culpeper County
- Fauquier County
- Rappahannock County

The vendor will identify and provide for a convenient location with a suitable classroom environment and necessary instructional equipment for each course, ideally centrally located within each locality, meeting the geographic needs of the EMS providers within that locality.

Each course shall be taught consistent with, and in compliance with, all applicable OEMS regulations and the Virginia EMS Training Program Administrative Manual, most current edition. The vendor may NOT comingle these courses with another OEMS-funded CE or auxiliary course.

The vendor will complete and submit an OEMS Course Approval Request form for each auxiliary course at least 45 days in advance of each course. Each OEMS-approved course may be conducted in a block of several days or spread out over a period of time not to exceed the performance period of the proposal.

Each course must be an "open" course with reasonable accommodation to include Virginia EMS providers who do not live in or are not affiliated with the EMS agency(ies) within the jurisdiction where the course is being offered.

The vendor must scan and electronically submit CEU documentation to OEMS upon completion of each course, in accordance with the TPAM.

The vendor must submit an original signed TR-06 course roster, listing Virginia certified EMS providers, to the council within 10 days of each course.

The vendor shall submit student evaluations of the training as well as a roster of all attendees which shall include, at minimum, the students' name, home address, OEMS certification number, and location where taught as well as the instructor's name(s), OEMS certification number if applicable, address, telephone, email, and course or class role, to the council within 10 days of each class or course.

Prior to the start of any services, once each year, submit a Commonwealth of Virginia Substitute W-9 (Request for Taxpayer Identification Number and Certification) for any instructor involved in the education.

Abide by General Terms and Conditions related to state purchasing, as well as special terms and conditions, attached as the end of this request for proposals.

Compensation: The vendor will be paid at \$60.00 per student for each auxiliary course.

The vendor may also charge a course fee, however, that fee must be reduced by \$60.00 for each Virginia EMS provider participant under terms of this program. Documentation must be provided indicating the fees charged to attendees and showing the \$60.00 reduction for Virginia EMS providers.

The Rappahannock EMS Council will:

Solicit requests for proposals to conduct the auxiliary courses. Proposals will be reviewed, scored and competitively awarded based on the council's **Financial Procurement Policy** and the additional terms and conditions that follow;

Assist with the advertisement and promotion of scheduled auxiliary courses throughout the EMS region via the council's website, social media outlets and email;

Randomly monitor the quality of instruction via in-person visits to scheduled courses, and review student evaluations;

Pay vendors within 90 days of completion of each course and receipt of the required roster, student evaluations and related course completion information as may be required;

Submit rosters and invoices quarterly to OEMS for reimbursement to the council;

Submit quarterly and annual training reports to OEMS in the required format;

Notify OEMS of any withholding of vendor payment due to performance or any other reason.

Scoring of Proposals

Completeness of the proposal. The degree of completeness will impact the vendor's score.

Vendor's experience and past successes in providing EMS CE courses and/or auxiliary courses, as applicable will increase the vendor's score.

Vendors who have the support of a Designated Emergency Response Agency (DERA) will increase the vendor's score.

Price. While there is an established fixed compensation for each hour of CE the vendor who shows additional return on investment for this funding will increase the vendor's score.

See the grading criteria for a complete listing.

Terms and Conditions

These following general and special terms and conditions may apply equally to the council and vendor, depending on the final contractual relationship between the council and the vendor. These are general state requirements that apply to the council's contract with VDH for this funding.

GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This contract 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 procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By signing this contract, the Contractor certifies to the Commonwealth 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 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.IE).

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, 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 these requirements.
 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. Purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor
- D. ETHICS IN PUBLIC CONTRACTING: By signing this contract, the contractor certify that their contracts are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their contract, 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: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia 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 the Commonwealth of Virginia.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia 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. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, 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.
- I. ASSIGNMENT OF CONTRACT: This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- J. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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 Commonwealth may have.
- K. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for 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.

- L. **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.
- M. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments {increases/decreases} will be handled through purchase order changes.

- N. **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.

- O. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration.

SPECIAL TERMS AND CONDITIONS:

- A. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, 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. CANCELLATION: The purchasing agency reserves the right to cancel and terminate this contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The Purchasing Agency reserves the right to immediately cancel and terminate this Contract for cause if any of the following conditions are determined to have occurred:

1. For purposes of this paragraph, "for cause" includes violating the terms of this Contract, the submission of falsified records to the Purchasing Agency, or the distortion, forgery, or misrepresentation of information to the Purchasing Agency, EMS Providers, or students.
2. This Contract may be terminated if the Purchasing Agency determines that a breach exists that endangers the health, safety or welfare of the population to be served or jeopardizes the financial or programmatic provision of functions and services.

Termination for cause may result in the Purchasing Agency refusing to entertain contracts with Contractor for a period of five (5) years. If the submission of falsified records or the distortion, forgery, or misrepresentation of information is discovered after disbursement of funds, Contractor shall return all funds disbursed. Nothing in this section shall be construed to prohibit the Purchasing Agency from taking legal action against the Contractor.

- C. CONTRACTOR DISQUALIFICATION: Neither the contractor submitting a request for funding nor any subcontractor shall have had any enforcement actions occur within the last five (5) years. An enforcement action is defined in 12VACS-31, EMS Regulations. The contractor and any subcontractors shall not be on the Vendor Debarment List maintained by the Commonwealth's Department of General Services.
- D. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any

services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

- E. **CHANGES TO THE CONTRACT:** Any and all changes, modifications, or revisions to this agreement shall only be made by the Contract Officer and shall be mutually agreed upon by the Parties in writing and executed by the Parties at least 30 days prior to taking effect. Changes can only be made to the Contract as follows:
 - 1. The Parties may agree in writing to modify the period of performance.
 - 2. The Parties may agree in writing to change the payee.
 - a) A contract modification form must be submitted to the Purchasing Agency.
 - b) The change shall be agreed to by the Parties as a part of their written agreement to modify the Contract.
- F. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- G. **PENALTY:** If the Contractor does not provide services as specified in Scope of Services, the funding amount for said Contract shall incur a penalty of 25% of its face value.
- H. **SUBCONTRACTS:** The contractor may subcontract portions of the work, provided, the subcontractors meet the requirements as specified in 12VAC5-31 of the state EMS regulations and the OEMS Training Program Administration Manual (TPAM). The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- I. **TERMINATION:** This Contract shall terminate automatically in the event sufficient funds are not appropriated for the purpose of continuation of this agreement or if the Contractor is determined to be in violation of state regulations governing the conduct of the contracted course. This Contract may also be terminated prior to the expiration of the term hereof as follows:
 - 1. This Contract may be terminated in accordance with Section IV

2. This Contract may be terminated by mutual consent of the Parties;
 3. This Contract may be terminated for cause by the Purchasing Agency. For purposes of this paragraph, "for cause" includes violating the terms of this Contract, the submission of falsified records to the Purchasing Agency, or the distortion, forgery or misrepresentation of information to the Purchasing Agency, EMS Providers or students. Termination for cause may result in the Purchasing Agency refusing to entertain contracts from Contractor for a period of five (5) years. If the submission of falsified records or the distortion, forgery or misrepresentation of information is discovered after disbursement of funds, Contractor must return all funds disbursed. Nothing in this section shall be construed to prohibit the Purchasing Agency from taking legal action against the Contractor.
 4. This Contract may be terminated if the Purchasing Agency determines that a breach exists that endangers the health, safety or welfare of the population to be served or jeopardizes the financial or programmatic provision of functions and services.
- J. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.