



STATEMENT OF REQUIREMENTS

Hanover County, Virginia Purchasing Department

Request No. 09-022311-2069KM

Due prior to 2:00 p.m., local time prevailing, November 23, 2009

Title: EMS CONTRACT INSTRUCTORS – TERM CONTRACT

Date: November 6, 2009

The County is soliciting for qualified individuals to serve in the capacity of an Emergency Medical Services Contract Instructor. **All interested individuals shall submit a signed cover letter including an overview of their qualifications, a copy of their résumé, with evidence of certifications and experience, to the Hanover County Purchasing Department, prior to 2:00 p.m. local time prevailing, Monday, November 23, 2009. The cover letter should reference Request No. 09-022311-2069KM.**

Any response received after the above time and date, whether by mail or otherwise, will not be considered.

Any questions about the scope of work shall be submitted to Kimberly H. Mitchell, CPPB, Purchasing Officer, by telephone: (804) 365-6104; by facsimile: (804) 365-6100; or by email: khmitchell@co.hanover.va.us.

SUBMISSION OF INFORMATION

1. Information shall be submitted prior to the time, and on the date stated above:

BY MAIL:

County of Hanover
Purchasing Dept., Room 205
P.O. Box 470
Hanover, Virginia 23069-0470

OR

BY HAND DELIVERY OR EXPRESS MAIL:

County of Hanover
Purchasing Dept., 2nd Floor, Room 205
7497 County Complex Road
Hanover, Virginia 23069

Submission of information electronically or by facsimile will not be accepted.

SCOPE OF WORK

1. The purpose of this solicitation is to establish contracts with all qualified individuals to provide coordination, instruction and test administration for the County's EMS training program. Services shall be provided on an "as needed" basis. Instructors will work under the direction of a County Training Division Lieutenant.
2. Essential functions of the position are as follows:
 - a. Coordinate training programs and perform related human resource functions and paperwork.
 - b. Instruct career and volunteer EMS programs.
 - c. Assist in development and implementation of new EMS training programs.
 - d. Prepare written reports and maintain department records as required.
 - e. Communicate with staff and volunteers; enforce department regulations, policies and directives.
 - f. Foster volunteer involvement and membership to support a combination career/volunteer system.

Hanover: People, Tradition and Spirit

3. Working conditions include possible exposure to all hazards associated with EMS and hazardous materials incidents, routine exposure to adverse weather, dust, smoke, noise and fumes. Individuals hired for this position must be able to perform physically demanding tasks in all weather conditions
4. Services shall be provided on-site at facilities throughout the County, to include, but not be limited to, the Hanover County Fire EMS Training Facility, volunteer fire stations and rescue squads, and public schools. Instructors shall be available to provide services on nights and weekends, approximately 24 hours per week.
5. Knowledge, Skills and Abilities:

Candidates must possess considerable knowledge of modern principles and techniques of EMS training, have the ability to prepare written and electronic reports, and make quick, sound judgments in all situations. Extensive knowledge of EMS equipment and personnel management is required.

6. Certification, Experience and Training:

The County provides instruction in the following courses. Candidates may be chosen to teach one or more of these courses based on their qualifications, experience and compliance with all requirements.

Course	Certification Requirements
EMT – Basic	Must be a Virginia Office of EMS (VAOEMS) certified EMT-B Instructor.
	Must have 2 years of field experience as an EMT Basic provider.
	Must have letter of recommendation from an EMT-B or EMT-P Instructor.

Course	Certification Requirements
EMT – Intermediate/Enhanced/ Paramedic lecture/skills and labs	Must be a Virginia Office of EMS (VAOEMS) certified Advanced Life Support Instructor at the level at which requires instruction.
	Must have 2 years of field experience as an ALS provider
	Must have letter of recommendation from a current EMT-P Instructor

Course	Certification Requirements
CPR	In order to teach any of the courses listed, you must be certified to teach in that course of study. Certifying agencies include: American Safety Health Institute (ASHI), American Heart Association (AHA), National Association of Emergency Medical Technicians (NAEMT), Virginia Office of Emergency Medical Services (VAOEMS).
Pediatric Advanced Life Support- PALS	
Advanced cardiac Life Support- ACLS	
Pre-Hospital Trauma life Support- PHTLS	
Emergency Pediatric Care- EPC	
Advanced Medical Life Support - AMLS	Must have 2 years of field experience as a provider with certification
	Must have a letter of recommendation from a current CPR instructor, EMT-B Instructor, or EMT-P instructor for the level of instruction and course.

7. Special Requirements:

- a. Shall be 21 years of age.
- b. Shall be a high school graduate or equivalent
- c. A criminal background investigation and criminal records check is required and shall be performed by the County.
- d. Shall possess a valid Commonwealth of Virginia driver's license with no more than -3 points on driving record.
- e. Shall maintain certification requirements during the contract term.
- f. Shall not be affiliated as a volunteer with a Hanover County Fire EMS Company serving in the capacity of an officer or in a position of influence or decision making responsibilities for the department.
- g. Shall wear a County provided uniform.

INSURANCE

Instructors selected to provide services shall provide evidence of professional liability insurance in a minimum amount of \$300,000, and automobile insurance in amounts acceptable to the County. Insurance shall be maintained throughout the term of the contract.

COMPENSATION

Instructors selected to provide services shall be compensated at an hourly rate of \$24.00. **Instructors that possess EMT-B Instructor certification shall be compensated an additional \$6.00 per hour.** Payment shall be made on a monthly basis, within 30 days after services are rendered.

FORM OF CONTRACT

Instructors selected to provide services shall be required to execute the contract included in **APPENDIX B**, or one with substantially similar terms.

CONTRACT TERM, RENEWAL, AND TERMINATION

- 1. The initial term of this contract shall be for two years from the date of the contract, with the option to renew for two additional two year periods, upon mutual consent of the parties to the contract.
- 2. The Contractor shall give the County Purchasing Department written notice of its intention to terminate the contract, **or not to renew the contract**, at least 30 days prior to the proposed termination or renewal date of the Contract. See Paragraph 5 of the enclosed **APPENDIX A** – General Terms, Conditions and Instructions to Bidders, for the County's termination provisions.

INSTRUCTOR SELECTION

Instructors will be selected based on availability, certifications, letters of recommendation and an evaluation on lecture and skills by the Fire EMS Training Division staff.

GENERAL TERMS AND CONDITIONS

By submitting a response to this solicitation, the bidder is subject to the General Terms, Conditions and Instructions to Bidders included in **APPENDIX A**.

In compliance with VA Code § 2.2-4343.1, Hanover County does not discriminate against faith-based organizations.

ISSUED BY:	Kimberly H. Mitchell, CPPB
Title:	Purchasing Officer
Phone Number:	(804) 365-6104
Facsimile Number:	(804) 365-6100
Email Address:	khmitchell@co.hanover.va.us

APPENDIX A

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS

Any contract resulting from this solicitation shall be subject to the following General Terms and Conditions:

1. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the COUNTY.

2. ASSIGNMENT

The conditions and provisions of this Contract shall extend to and bind the agents, successors and assigns of the County and the Contractor. Neither party to this Contract shall assign or transfer its interest in the Contract without the prior written consent of the other, which will not be unreasonably withheld. Any attempted assignment or transfer of interest without the consent of the other party shall be void and of no force or effect.

3. SUBCONTRACTING

The OWNER will, during the term of this Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the CONTRACTOR. If the OWNER reasonably rejects staff or subcontractors, the CONTRACTOR must provide replacement staff or subcontractors satisfactory to the OWNER in a timely manner and at no additional cost to the OWNER. The day-to-day supervision and control of the CONTRACTOR'S employees shall be solely the responsibility of the CONTRACTOR.

4. LICENSES, PERMITS AND FEES

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, unless otherwise specified by the County.

5. TERMINATION FOR CONVENIENCE

Unless otherwise stated, the contract may be terminated by the County, in whole or in part, whenever the County determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all appropriate goods delivered or services successfully completed prior to the termination date.

6. NON-APPROPRIATION OF FUNDS

6.1 In the event that funds are not appropriated for the Contract for any County fiscal year, following the County's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the County providing written notice to the Contractor prior to the date of termination.

6.2 Termination of the Contract pursuant to this section shall not be considered a default by the County. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

7. CHANGE ORDERS

Any changes to the Contract must be approved in advance and authorized by written change order issued by the County Purchasing Department. The County will not assume responsibility for the cost of any changes made without issuance of a written change order.

8. TAXES

The Contractor shall pay all County, City, State and Federal taxes required by law enacted prior to the effective date of the Contract and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the County and the Contractor, as the taxes shall be an obligation of the Contractor and not of the County, and the County shall be held harmless for same by the Contractor.

9. PAYMENT TERMS

A minimum of 30 days after receipt of an approved invoice by the County shall be allowed for payment. Any offered discount will be taken if payment is made within the discount period offered. In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of earning the discount, payment shall be considered to have been made on the date that appears on the payment check or the date on which an electronic funds transfer for the payment was made.

10. CONTRACTOR RESPONSIBILITY FOR DAMAGE TO PROPERTY

The Contractor shall be responsible for damages to property caused by work performed under the Contract. The Contractor shall repair to proper working order or replace, to the County's satisfaction, any property damaged either directly or indirectly by its actions.

11. OWNERSHIP OF DOCUMENTS

11.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor under the Contract shall, at the option of the County, become County property and shall be delivered to and remain the property of the County upon completion of the work or termination of the Contract. The County shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

11.2 Any art work provided to the Contractor by the County shall be returned to the County upon delivery of the final products and/or services. Any art work, negatives, proofs, etc. produced by the Contractor in order to supply the products or services contracted for shall become the property of the County and shall be sent to the County upon delivery of the final products and/or services unless otherwise requested by the County. Failure to deliver the art work, negatives, proofs, etc. shall be cause for withholding any payment due.

12. COMPLIANCE WITH ALL REQUIREMENTS

- 12.1 The Contractor shall comply with all applicable Federal, State and Local laws, codes and regulations. The Contractor shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the performance of the work.
- 12.2 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.

13. LEGAL PROCEEDINGS

Any legal proceedings arising out of or related to the Contract shall be filed by the parties in the Hanover County General District Court or the Hanover County Circuit Court.

14. CONTRACTUAL CLAIMS

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the County Administrator, Hanover County Government Building, 7516 County Complex Road, Hanover, Virginia 23069 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The County Administrator shall render a decision on the claim and shall notify the Contractor within 30 days of receipt of the claim. The Contractor may appeal the decision of the County Administrator to the Board of Supervisors by providing written notice to the County Administrator, within 15 days of the date of the decision. The Board of Supervisors shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Contractor appeals the decision in accordance with the Virginia Public Procurement Act and any other applicable requirements. Invoices for all services or goods provided by the Contractor shall be delivered to the County no later than 30 days following the conclusion of the work or delivery of the goods.

15. NON-DISCRIMINATION AND DRUG-FREE WORKPLACE

During the performance of the Contract, the Contractor agrees as follows:

- 15.1 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 non-discrimination clause.
- 15.2 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.
- 15.3 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.
- 15.4 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. 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 a controlled substance or marijuana during the performance of the contract.
- 15.5 The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. PAYMENTS TO CONTRACTORS

In accordance with Virginia Code Section 2.2-4301 the Contractor agrees that:

- 16.1 Should any subcontractor be employed by the Contractor for the provision of any goods or services under the Contract, the Contractor agrees to the following:
- 16.1.1 The Contractor shall, within seven days after receipt of any payments from the County pursuant to the Contract, either:
- 16.1.1.1 Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or
- 16.1.1.2 Notify the County and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice shall be given to: Hanover County Administrator, P.O. Box 470, Hanover, Virginia 23069-0470.
- 16.1.2 The Contractor shall pay interest to the subcontractor, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the County for goods or services provided under the resultant Contract, except for amounts withheld under the subparagraph immediately preceding this subparagraph.

- 16.1.3 The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 16.1.4 The Contractor's obligation to pay an interest charge to a subcontractor shall not be an obligation of the County.
- 16.1.5 No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

17. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor, for itself, heirs, representatives, successors and assigns agrees save, defend, keep harmless and indemnify the County, and all of its officials, agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

18. SEVERABILITY

Any covenant, condition or provision of the Contract that is held to be invalid or unenforceable by any Court of competent jurisdiction shall be considered deleted from this Contract. Such deletion shall in no way invalidate or render unenforceable any other provision of the Contract, unless such deletion materially prejudices the parties in their respective rights and obligations.

19. NOTIFICATION

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless specified otherwise elsewhere in the Contract, any notice to the County shall be given to the County of Hanover, Deputy County Administrator, P. O. Box 470, Hanover, VA 23069-0470. The Contractor agrees to notify the County immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

20. ETHICS IN PUBLIC CONTRACTING

- 20.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-437, the Virginia Public Procurement Act, shall be applicable to all contracts entered into by the County. A copy of these provisions may be obtained from the Purchasing Director upon request.
- 20.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.1, Chapter 40.1 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

21. CONTRACT RENEWALS

The terms of the Contract shall remain in effect during any renewals or extensions of the Contract.

**APPENDIX B
SAMPLE CONTRACT**

C O N T R A C T

Title: EMS Contract Instructors – Term Contract

THIS CONTRACT is entered into _____, 2009, by HANOVER COUNTY, a political subdivision of the Commonwealth of Virginia, ("the County"), and _____, ("the Contractor").

The parties agree that in consideration of the fixed fee of \$xx.xx per hour, the Contractor will perform all services and deliver all goods in accordance with the requirements described in solicitation number 09-02xxxx-xxxxKM, dated November xx, 2009.

Contract documents, in addition to this CONTRACT and Hanover County solicitation number 09-02xxx-xxxxKM, are the certificate of insurance, and the solicitation response of the Contractor, dated _____, 2009.

Goods, services, labor and materials shall be provided in accordance with the contract documents. This CONTRACT is the complete agreement between the parties and may not be altered except by written memorandum signed by the parties.

The County agrees to make payment to the Contractor for goods and services provided within 30 days after receipt of an approved invoice.

The signatures of the parties or their authorized representatives are set out below in acknowledgment of this agreement.

HANOVER COUNTY

Date

By: _____(SEAL)
Jim Totty, Deputy Purchasing Director

NAME OF BUSINESS

Type of Business (Corporation, Partnership,
Sole Proprietor)

State of Organization/Incorporation

Date

By: _____(SEAL)
Signature

Typed or Printed Name

Title