

Request for Proposal

Carroll County

RFP # 2024-002

May 29, 2024

Comprehensive Medical and Fire Response Billing Services

The Carroll County Fire and Rescue Department is seeking proposals from qualified firms to provide comprehensive medical and fire response billing services. The selected vendor will be responsible for accurately and efficiently billing for emergency medical services (EMS) and fire response services provided by our department. This RFP outlines the scope of work, submission requirements, and selection process.

The Carroll County Fire and Rescue Department serves 29,123 residents across our community. Our department responds to a variety of emergency medical and fire incidents daily. We are committed to ensuring accurate billing for the services we provide, which is why we are seeking a professional and experienced vendor to handle our billing needs.

The selected vendor shall provide the following services:

1. Billing for emergency medical services (EMS) provided by the Fire and Rescue Department, including but not limited to:

- Ambulance transports medical facilities
- Medical treatment at the scene
- Advanced life support (ALS) and basic life support (BLS) services
- Supplies and medications used during EMS responses

2. Billing for fire response services, including but not limited to:

- Fire suppression
- Hazardous materials incidents
- Vehicle accidents involving extrication
- Other related fire services

3. Compliance with all applicable federal, state, and local regulations related to medical billing and coding.

4. Submission of claims to insurance providers, Medicare, Medicaid, and other third-party payers.
5. Following up on unpaid claims and appeals as necessary.
6. Providing regular reports to the Fire and Rescue Department detailing billing activities, reimbursement rates, and any trends or issues identified.

Interested firms are requested to submit the following information:

1. Company Overview:

- Name of company
- Contact information
- Brief history and experience in providing medical and fire response billing services
- Any relevant certifications or accreditations

2. Team Qualifications:

- Qualifications of key personnel who will be assigned to this project, including experience in EMS and fire service billing
- Staffing plan to ensure timely and accurate billing

3. Proposed Approach:

- Description of the proposed approach to handling billing for EMS and fire response services
- Explanation of how compliance with regulations will be ensured
- Details on claims submission, follow-up procedures, and reporting

4. References:

- Contact information for at least three references from similar projects
- Description of services provided to those references

5. Cost Proposal:

- Detailed cost proposal for providing the required services, including any fees, rates, or charges
- Any additional costs or fees that may apply

Proposals must be submitted no later than June 20th. Late submissions will not be considered. Electronic submissions are preferred and should be sent to accounts.payable@carrollcountyva.gov. If electronic submission is not possible, hard copies can be delivered to the Finance Department at 605-1 Pine Street, Hillsville, VA 24343.

The County's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. A selection will be made for each proposal based on the criteria listed below. Each criterion will be evaluated based on the strengths and weaknesses of the submittal or subsequent information gained in the process.

Qualifications, credentials, and related experience of the Offeror's key personnel (25%)

- Demonstrated expertise and certifications of key personnel in medical and fire response billing services
- Established working relationships as a project team on similar medical and fire response billing projects

Experience related to this project (25%)

- Prior experience in providing medical and fire response billing services, including successful completion of similar projects
- Knowledge of relevant regulations, compliance standards, and industry best practices

Approach to the task/operational plan including design, efficiencies, timeliness, cost control, incorporation of sustainability, and design creativity (30%)

- Comprehensive operational plan outlining methodologies for accurate billing, efficient processes, timely response, and cost-effective strategies
- Innovative approaches to enhance sustainability and creativity in billing solutions

Overall quality and completeness of proposal based on the submittal requirements (5%)

- Adherence to RFP guidelines, clarity, organization, and completeness of proposal materials

Once each member of the Evaluation Committee has read and rated each proposal by the use of the criteria, a consensus of the Committee shall be used to establish ranking of the proposals. This ranking shall be used to select the firm(s) for further consideration – the shortlist.

After interviews have been conducted with each selected offer, the County shall select the proposal which, in its sole opinion, is in the best interest of the County and enter negotiations with that firm. Should negotiations fail with this offeror, negotiations will be terminated with that offeror and negotiations will be opened with the next ranked firm, as required under the Virginia Procurement Act. Should the County determine, in its sole discretion, that only one offeror is qualified, or that one offeror is more highly qualified than the other under consideration, a contract may be negotiated and awarded to that offeror. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as the basis for selection.

The successful firm will be expected to enter into a contract with Carroll County based upon their submittal and any additional negotiated terms.

The Carroll County Fire and Rescue Department reserves the right to reject any or all proposals received, to waive any informality in the proposals, and to accept the proposal deemed most advantageous to the department.

- RFP Issued: May 29, 2024

- Deadline for Submission: June 20, 2024

For questions or clarifications regarding this RFP, please contact:

Gary Bergeron

Chief - Emergency Services, Fire-Rescue

gary.bergeron@carrollcountyva.gov

Thank you for your interest in providing medical and fire response billing services to the Carroll County Fire and Rescue Department. We look forward to receiving your proposal.

Sincerely,

Gary Bergeron

Chief,

Carroll County Fire-Rescue, Emergency Management

GENERAL TERMS AND CONDITIONS

PROPOSAL TERMS AND CONDITIONS.

1. Individual discussions shall be conducted with two or more offerors deemed fully qualified, responsible and suitable on the basis of the initial responses to provide the services. Emphasis shall be placed upon the offeror's professional competence. The County may conduct repetitive informal interviews in its discretion. The offerors shall be encouraged to elaborate on their qualifications, performance data and staff expertise pertinent to the proposed project, as well as alternative concepts for meeting the requirements of the (insert project name) regulations. At the discussion stage, nonbinding estimates of total project costs may be discussed, including but not limited to life-cycle costing, and where appropriate nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors, provided such information is properly identified as such to the County. At the conclusion of discussion, on the basis of the evaluation factors published in the Request for Proposal and all information developed in the selection process to that point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.
2. Should the County 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.
3. The County reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
4. The County reserves the right to request clarification of information submitted, and to request additional information from any proposer.
5. The County reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within 30 days of being notified of selection.

6. Any and all contracts resulting from acceptance of a proposal by the County shall be in a form supplied or approved by the County and shall reflect the specifications in this RFP. The County reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the County Attorney.
7. The County shall not be responsible for any costs incurred by any offeror in preparing, submitting, or presenting its response to the RFP.
8. The County reserves the right to negotiate a contract for additional services with the offeror in the event that additional related services are required during the course of performance.

RESULTING CONTRACT

The successful offeror will be bound by the representations made in its response to the RFP.

OTHER INFORMATION

Public notice of the award or the announcement of the decision to award any contract under this procurement shall be given by posting on the County's official website at www.carrollcountyva.gov. Public records pertaining to this procurement shall be available for inspection upon request by offerors in accordance with Virginia Code § 2.2-4342, and in any event no later than the date that the announcement of the award or decision to award is posted on the County's website at www.carrollcountyva.gov.

For additional information or explanation of the contents or intent of these specifications, please e-mail, or write your questions to:

Name:	Felecia Bowman
Title:	Finance Generalist
Address:	605-1 Pine Street, Hillsville VA 24343
Phone Number:	276-730-3003
Email Address:	felecia.bowman@carrollcountyva.gov

Upon request, the County will provide copies of this document in MS Word format (.doc) to assist with responses.

Attachment A

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Expressions of interest in response to this Request for Proposal shall be made by submitting a statement of qualifications, including background and experience of staff members who would be assigned to the work, summary of members who would be assigned to the work and a summary listing of similar projects conducted by the firm. The firm must have a proven record of experience in providing similar services. When applicable to the category of services governed by the proposal, the Offeror should address the following criteria:

1. Specific training, knowledge and experience relating to the provision of the requested services.
2. Thorough knowledge, as applicable, of all relevant federal, state and local codes, regulations, standards and requirements relating to the proposed services, including if applicable knowledge of any standards required to ensure functionality of the project as a completed whole.
3. Proven track record of success with similar services.

Each firm submitting a proposal for items included in this RFP shall prepare and submit the following information, in addition to addressing the qualifications stated above:

1. Name of Firm or Business _____
2. Business Address _____
3. Business Phone _____ Fax No. _____
4. E-mail address _____

5. How many years have you been in business in Virginia and under what names? _____

6. General Character of services provided by your firm: _____

7. Commonwealth of Virginia Sales Tax Registration No., if applicable: _____

8. Federal I.R.S. Identification No.: _____

9. List the places of operation:

_____.

10. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided.
11. Execute and return this Statement of Qualifications, Attachment B and Attachment C.
12. I certify that I:
 - am capable of providing the services as outlined in this proposal,
 - will comply with the rules and regulations outlined by the U.S. Code, the Code of Virginia, the County of Carroll, and all rules and regulations of the County, the Virginia State Corporation Commission, and other applicable laws and regulations.

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of _____, to-wit:

The foregoing Statement of Vendor Qualifications was acknowledged before me this _____ day of _____, 20____, by _____.

My Commission expires: / /

Notary Public

Attachment B

NON COLLUSION CERTIFICATION

The following certifications are made:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation.
2. The offeror has not offered or received any kickback from any other offeror or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
3. The offeror is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid or proposal is to be performed.
4. The offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
5. The offeror or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

The Remainder of This Page Intentionally Left Blank

Offeror _____

By: _____

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of _____, to-wit:

The foregoing Non Collusion Certification was acknowledged before me this _____ day
of _____, 20__, by _____.

My Commission expires: / /

Notary Public _____

Attachment C

The undersigned submits the following proposal desiring to provide (insert project name) for the County.

Authorization:

Firm Name

Date

Mailing Address

Phone Number

State, Zip

Fax Number

By

Title

Contact Name (if different from above)
Number

Contact Phone

Attachment D

Notice to Bidders: Any final contract between the County of Carroll ("County") and the successful bidder/offeror ("Contractor") will conform substantially to the following terms and conditions:

General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the County.

Laws of the Commonwealth

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor represents to the County that it will:
1. Conform to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 2. Not employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986;
 3. Comply with federal, state and local laws and regulations applicable to the performance of the services procured; and
 4. Has submitted the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability, status as a service-disabled veteran, national origin or other status prohibited by state law, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All 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; and
 2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "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 the provisions of the Virginia Public Procurement Act, 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.

- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faithbased provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County of Carroll, c/o Carroll County Administrator.

Certifications

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison

sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and

- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

Modifications, Additions or Changes; Assignment

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County. The contract may not be assigned, sublet, or transferred without the written consent of the County.

Termination

The County may terminate the Contract for its convenience at any time upon written notice to the Contractor. the Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's Services under this Contract.

Audit

The Contractor's (and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor. In addition, the County shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the County by

the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this contract.

Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the County the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- A. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- D. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

Liability Coverage

Unless otherwise expressly excepted in the procurement announcement documents prepared by the County, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 12 “Insurance and Bond Requirements” set forth below and shall name the Board of Supervisors and the County as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days’ notice prior to cancellation or other termination of such insurance. The County shall be named as a co-insured on all such policies and evidence of such status as a coinsured shall be provided to the County prior to the time the contract is executed by the County.

Insurance and Bond Requirements

The Contractor shall maintain the following insurance to protect it and County from claims under the Workmen’s Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them. The Firm agrees to indemnify, defend, and hold harmless the County and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the County or its officers, agents, or employees, alleging damage or injury arising out of the acts or omissions of Firm or its agents and employees; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the County or its officers, agents, or employees.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
Workers’ Compensation and Employer’s Liability including coverage under United States Longshoremen’s and Harbor Worker’s Act where applicable	Statutory limits
Comprehensive General Liability endorsement coverages.	Including the Broad Form C.G.L.

Premises – Operations	\$1,000,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined	\$2,000,000 Aggregate
Including:	
Underground Hazard (U)	
Explosion and Collapse	
Hazard (XC)	
Independent Contractors – County’s Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Completed Operations - Products Liability Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between County and Contractor Personal Injury with Employee’s Exclusion C deleted	\$1,000,000 Each Occurrence \$2,000,000 Aggregate \$2,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non- owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability Insurance	\$2,000,000 Limit of Liability (When applicable to the services to be provided under the contract)

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.
- B. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

Environmental Management

The Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. If the County should have to defend any enforcement action against it relating to the services provided by the Contractor under the Agreement, the Contractor shall indemnify and hold harmless the County for any such actions, including reimbursing the County for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the County any defects or deficiencies found that are directly attributable to the Contractor.

No Waiver

Any failure of the County to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

Loss or Damage in Transit

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the County to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County in lieu of replacement.

Choice of Law

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

Forum Selection

The parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Carroll County, Virginia or if appropriate jurisdiction exists, in the United States District Court for the Western District of Virginia.

Severability

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

[Limitation of Liability]

The Contract is subject to annual appropriation by the Board of Supervisors of Carroll County. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including Carroll County, Virginia. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County of

Carroll, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Supervisors of Carroll County for such purpose.

Notices

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the County shall be sent to:

Administrators Office
Carroll County Government Complex
605- 1 Pine Street
Hillsville, VA 24343

Stephen V. Durbin, Esq.
County Attorney
150 Peppers Ferry Rd, NE
P.O. Box 2009
Christiansburg, VA 24068-2009

Contractual Claims Procedure

- A. Contractual claims or disputes by Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after the event giving rise to such claim; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in

sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- C. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.