



## **Request for Proposals**

**RFP Item #26-154**

**Consulting Services – EMS Medical Director**

For Augusta, Georgia – Fire Department

**RFP Due: Monday, January 5, 2026 @ 11:00 a.m.**

**Until further notice**

**All RFP openings, conferences, and evaluation meetings  
will be conducted by electronic teleconferencing via TEAMS.**

**Instructions are enclosed.**

*Sec. 1-10-50. Sealed bids selection method:*

*Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.*

*All Submittals MUST Be Received During Our Normal Office Hours From 8:30 A.M. To 5:00 P.M., Monday Through Friday.*

***One Original and One Electronic Version of RFP  
on a USB Drive shall be submitted***

***Thanks for doing business with us . . .***

*Andy Penick, Procurement Director*

*535 Telfair Street, Room 605*

*Augusta, Georgia 30901*



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11/19/25

## Request for Proposals

Request for Proposals will be received at this office until **Monday, January 5, 2026 @ 11:00 a.m. via TEAMS Meeting ID: 247 342 675 708 6; Passcode: oZ35na3N** for furnishing:

### **RFP Item # 26-154 Consulting Services – EMS Medical Director for Augusta, GA - Fire Department**

RFPs will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of **Andy Penick, Procurement Director**. No bid will be accepted by email; all bids must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

RFP documents may be obtained through the Augusta Georgia web site under the Procurement Department **ARCbid, Euna OpenBids, or Georgia Procurement Registry**. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901.

**A Pre-Proposal Conference will be held on Wednesday, December 17, 2025, 10:00 a.m. via TEAMS- Meeting ID: 231 122 582 508 29; Passcode: bj6ot2d6**

**Questions, requests for clarifications or interpretations regarding this RFP must be submitted to the Procurement Department:**

**Augusta Procurement Department**  
**Attn: Jamye Mortley**  
**535 Telfair Street - Room 605**  
**Augusta, Georgia 30901**  
**Phone: 706-821-2422**  
**Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**

No RFP may be withdrawn for a period of 90 days after bids have been opened, pending the execution of contract with the successful bidder(s).

***Request for proposals (RFP) and specifications.*** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Publish:

Augusta Chronicle            November 21, 25, and December 4, 11, 2025  
Metro Courier                November 20, 2025

cc:        Tameka Allen        Administrator  
            Antonio Burden     Augusta Fire Department

## PROCUREMENT DEPARTMENT

### ELECTRONIC TEAMS INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

### ELECTRONIC RFP INSTRUCTIONS

***Pre-Proposal Conference: RFP Item #26-154  
Consulting Services-EMS Medical Director  
for Augusta, GA – Augusta Fire Department***

***Wednesday, December 17, 2025 @ 10:00 a.m.***

#### TEAMS RFP Opening:

1. Go to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> and enter meeting ID: 231 122 582 508 29
2. Passcode: bj6ot2d6

***RFP Opening - RFP Item #26-154  
Consulting Services-EMS Medical Director  
for Augusta, GA – Augusta Fire Department***

***Monday, January 5, 2026 @ 11:00 a.m.***

#### TEAMS RFP Opening:

1. Go to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> and enter meeting ID: 247 342 675 708 6
2. Passcode: oZ35na3N

**OFFICIAL RFP RESULTS will Post within 5 Days**

**For Assistance: Please Contact the Bid and Contract Team at (706) 821-2422**

## INSTRUCTIONS TO SUBMIT

### INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at [www.augustaga.gov](http://www.augustaga.gov) or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposals For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON**

**ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.

- 1.5 **All protests shall be made in writing to:**

**Attn: Andy Penick,  
Procurement Director  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Email:**[procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

- 1.6 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.

**General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.

**Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.

- 1.7 **Terms of Contract:** (Check where applicable)  
 (A) Annual Contract  
 (B) One time Purchase  
 (C) Other

Revised: 11/24/2025



## NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

### PLEASE READ CAREFULLY:

**Attachment B is a consolidated document consisting of:**

1. Business License Number Requirement (copy must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFPs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

**The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)**

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)



Attachment B

Augusta, Georgia - Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Attach a copy of your Business License.

If applicable, provide a copy of the following;

Utility Contractors License - MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License

Acknowledgement of Addenda: (#1) \_\_\_\_: (#2) \_\_\_\_: (#3) \_\_\_\_: (#4) \_\_\_\_: (#5) \_\_\_\_: (#6) \_\_\_\_: (#7) \_\_\_\_: (#8) \_\_\_\_:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance

related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:
https://e-verify.uscis.gov/enroll/ and/or http://www.dol.state.ga.us/pdf/rules/300\_10\_1.pdf

Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00

\*\* (E-Verify Number) \_\_\_\_\_

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

Signature of Authorized Officer or Agent
NOTARY COMMISSIONING

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the two (2) pages of Attachment B with Your Submittal. Document Must Be Notarized.



## Systematic Alien Verification for Entitlements (SAVE) Program

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my proposal for an Augusta, Georgia contract for

\_\_\_\_\_  
[RFP Project Number and Project Name]

\_\_\_\_\_  
[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

\_\_\_\_\_  
[Print/Type: Name of business, corporation, partnership, or other private entity]

- 1.) \_\_\_\_\_ I am a citizen of the United States.
- 2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.
- 3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

***In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.***

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\* Alien Registration Number for Non-Citizens

### NOTARY COMMISSIONING

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NOTARY SEAL

***THIS FORM MUST BE COMPLETED, NOTORIZED AND RETURNED WITH YOUR SUBMITTAL***



**TRADE SECRET STATUS AFFIDAVIT**  
**Augusta, Georgia**

All documents, data, letters and generated information received by Augusta, Georgia constitutes a “public record” and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*].”

O.C.G.A. § 10-1-761(4) defines “Trade secret” as “...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

Therefore, the records listed below and attached hereto, that were submitted with \_\_\_\_\_ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor \_\_\_\_\_ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- **Your company is requested to send a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

\_\_\_\_\_  
[Signatory Name in Print]

\_\_\_\_\_  
[Signatory’s Title] [Company Name]

\_\_\_\_\_  
[Signatory’s Title]

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

**NOTARY COMMISSIONING**

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**RETURN FORM ONLY IF APPLICABLE.**

**Minority and Women Owned Business Enterprise Program Ordinance Requirements**

**Notice To All Bidders (PLEASE READ CAREFULLY)**

**Shall apply to ALL Bids regardless of the dollar amount**

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA, CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

**SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000**

**Minority and Women Owned Business Enterprise Program (Continued)**

**Sec. 1-10-138. Race and Gender-Conscious Efforts**

Contract-by-Contract Subcontractor Goals The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

Good Faith Efforts (GFE) Requirements and Guidance

1.Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2.When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

Bid Documents

All bid documents shall require bidders or proponents to submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

**Failure to submit the above documentation shall result in the bid being declared non-responsive.**

**Sec. 1-10-154.Exceptions**

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

**NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bud number**

**For questions and or additional information, please contact:**

Minority-Owned and Women-Owned Business Enterprise Program

535 Telfair Street, Suite 530

Augusta, Georgia 30901

(706) 821-2406

[mwbe@augustaga.gov](mailto:mwbe@augustaga.gov)

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

Rev. 2/17/2016

**SECTION I  
INSTRUCTION TO PROPOSERS**

Augusta, Georgia is seeking proposals from qualified individuals to serve as the medical director for the emergency medical services program. Your submittal should respond to and be based on the information included in this Request for Proposal.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Monday, January 5, 2026 @ 11:00 a.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - **RFP 26-154 Consulting Services-EMS Medical Director. You are required to submit one (1) marked unbound original, one (1) electronic copy of your RFP.**

**RFP opening will take place via TEAMS-Meeting ID: 247 342 675 708 6 Passcode: oZ35na3N**

No RFP will be accepted by email; all bids must be received by mail or hand delivered. If RFP is forwarded by mail or other second party delivery, the sealed envelope containing the submittal must be enclosed in an envelope addressed to:

**Andy Penick, Procurement Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901**

**All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.**

All vendors responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. The Proposer should examine all documents and requirements of the services requested to become fully informed. Failure to examine these areas will not relieve the successful Proposer of its obligation to furnish all products and services necessary to carry out the provisions of the contract. After RFPs have been submitted, the vendor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

**Pre-Proposal Conference will be held on Wednesday, December 17, 2025, 10:00 a.m. via TEAMS-Meeting ID: 231 122 582 508 29; Passcode: bj6ot2d6**

**All questions must be submitted in writing by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Thursday, December 18, 2025 @ 5:00 P.M.** Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner, and form prescribed. For a proposal to be considered it must remain valid for at least 60 days after RFPs have been opened, pending the execution of contract with the successful vendor.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner's best interest if a contract were made.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all proposals received as the result of this RFP. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners.

Services must be provided by experienced personnel. Any subconsultants/contractors the proponent will be using to perform any part of the requested service shall be evaluated on the same criteria.

## SECTION II INTRODUCTION

The Augusta Fire Department intends to enter into an agreement with a qualified individual to serve as the Medical Director for the Department's Emergency Medical Services Program. The selected individual will perform the following services:

- Provide medical control and oversight for the Fire Department
  - EMS program including ALS, BLS, Infection Control, and Community oriented training programs such as CERT, CPR and AED programs.
  - Defibrillation program.
- Design, evaluation, and administer a continuous quality improvement (CQI) and a comprehensive quality assurance program (CQA).
- Provide medical oversight of EMS curriculum development and education.
- Assist in the administration and support of the EMS program.
- Provide medical liaison between the Augusta Fire Department and the Augusta medical community.

The selected consultant is expected to perform all of the tasks listed above. They are listed separately so consultants can describe how they will perform each task.

**The contract will be for a period of two (2) years with the possibility of extending it into three (3) one-year extensions. This is a "part-time" consultation position, and the selected consultant would be expected to work a minimum of eight hours per week on this project.**

### OVERVIEW OF THE SYSTEM

The Augusta EMS system is made up of the Augusta 911 Center, Augusta Fire Department and a private contractor who provides transport. The Fire Department's role in EMS is to provide First Responder services that are both basic and advanced, as well as transport when the private contracted ambulance service is not available to transport. The Fire Department stabilizes the patient and prepares them for transport, and transport when necessary. In most cases, care is turned over the Paramedic onboard the ambulance. The private ambulance service is required to retain a Medical Director who establishes and oversees their program. For the purpose of this RFP, the Fire Department Medical Director has no responsibilities to the ambulance service.

### WORK ENVIRONMENT

Fire Administration operates from 3117 Deans Bridge Road. The Fire Department will provide access to computer-generated data and software, a portable radio and safety equipment for use by the Medical Director. The Medical Director is to provide his/her own cell phone.

### MINIMUM PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

The selected consultant is expected to possess and maintain the following professional license and qualifications:

- Valid license to practice medicine in the State of Georgia

- Certification by the American Board of Emergency Medicine.
- Must be board eligible for certification for the American Board of Emergency Medicare EMS Subspecialty Boards.
- Directors Course presented by the National Association of EMS physicians.
- Valid Advanced Cardiac Life Support (ACLS) certification.
- Valid Georgia Driver's License.
- Liability Insurance as required by Augusta, GA.

The selected consultant is expected to have demonstrated experience, knowledge, and ability in the following areas:

- Experience as an emergency physician
- Experience with the design and operation of prehospital EMS Systems.
- Experience in the education of prehospital personnel.
- Experience in the EMS quality improvement process.
- Knowledge of EMS laws and regulations.
- Knowledge of local mass causality and disaster plans.
- Ability to establish and maintain effective working relationships.

The selected consultant is also expected to have knowledge of and the ability to facilitate the implementations of:

The EMS Agenda for the future as developed by the National Highway Traffic Safety Administration.  
The GEMSIS - Shaping the future of EMS in Georgia plan as developed by the Georgia Department of Human Resources Division of Public Health Office of Emergency Medical Services/Trauma.

### **SECTION III SCOPE OF SERVICES**

#### **DESCRIPTION OF SERVICES**

The following provides a general description of the services to be provided by the selected Consultant. A detailed Scope of Services will be developed with the selected Consultant.

**CONSULTANT** is responsible for reviewing and providing input into the development of all operational policies and procedures that directly or indirectly impact patient care, and shall provide the following services:

1. Provide medical control and oversight for the Augusta Fire department, including but not limited to :
  - a. Assist the EMS Chief in maintaining an EMS program consistent with implementing the National Highway Traffic Safety Administration's EMS Agenda for the future within the Augusta Fire Department.
  - b. Ensure that the Fire Department is providing care that is consistent with the State and National prevailing "Standards of Practice and Care."
  - c. Approving agency EMS policies, procedures, and protocols.
  - d. Establishing and monitoring all aspects of clinical performance.

- e. Evaluating operational policies and procedures to determine if they may have a negative impact on patient care or expose the organization to risk or medical malpractice and recommending the suspension of any operation or procedure that poses a risk to patients or personnel.
  - f. Evaluating and acting on cases involving the certification/accreditation of EMS personnel including.
    - 1. Identification of employees who require guidance or further training in medically related matters.
    - 2. Initiation of action to suspend the ability of any employee to medically function within the EMS program when appropriate.
  - g. On-going evaluation of ALS and BLS program effectiveness by collecting and evaluating data, identifying the number of lives saved, the relationship of process measurements to outcomes, resuscitation effectiveness, survival rates from Cardiac Arrest, and complication rates from procedures.
  - h. Not less than once a quarter, reporting on the clinical aspects of the quality of care being provided and identifying areas where improvement is needed. Reports are due the end of the first week of January, April, July and September.
  - i. Proposing bio-medical equipment enhancements and commending equipment changes to ensure that the Fire Department remains “state of the art” in prehospital care and is compliant with State requirements.
  - j. Responding to emergency incidents and/or assuming a medical command role in the Emergency Operations Center (EOC) when requested by the Fire Department. The Medical Director’s obligations shall be limited to liaison or technical specialist, providing medical advice to the Incident Commander.
2. Design, evaluate, and administer a continuous quality improvement (CQI) and comprehensive quality assurance program (CQA). Specific to this task, CONSULATANT is responsible for determining that:
- a. Newly hired personnel have appropriate levels of medical training to ensure compliance.
  - b. Existing and field evaluation processes are capable of identifying sub-optimal performance
  - c. Existing and proposed continuing medical education (CME) programs address agency needs for medical and operational training.
  - d. Existing and proposed retrospective review processes are capable of determining the delivery of appropriate prehospital medical care that is consistent with protocols and procedures.
  - e. All complaints related to medical care or patient disposition are investigated, evaluated, and responded to.
  - f. The EMS Chief is advised in all matters related to the design and development of EMS quality management programs within the department.

The Medical Director shall be available in accordance with a work schedule approved by the EMS Chief, including but not limited to posted office hours. This is a “part-time” position, but the Medical Director would be expected to spend a minimum of eight hours a week on this project. In addition, the Medical Director must be able to be contacted via cell phone. The Medical Director shall provide the EMS Chief with a plan for the provision of his/her responsibilities in the event that the Medical Director is unavailable or unable to perform. The plan shall include a list of alternatives to call.

## **PROJECT COORDINATION**

The Emergency Medical Services Director or his appointee will be responsible for daily interaction with and evaluation of the selected Consultant.

**A draft contract is attached. (SEE EXHIBIT I)**

## **SECTION IV PROPOSAL CONTENTS**

**You are required to submit one (1) marked unbound original and one (1) electronic copy of the RFP and one (1) copy of the fee proposal and one (1) electronic copy on USB drive of your fee proposal is to be submitted in a separately sealed envelope.**

To be considered responsive to this Request for Proposal (RFP), submittals should address the requested items in subsections **C, D, E, F and I** below. **The body of the proposal should not exceed 10 pages. The page minimum does not include Procurement Documents, cover letter, financial information, appendices and tabs.** Extensive complex analytical work that would otherwise be performed during the course of work for this project should not be included. The cover letter should not exceed one page. As an appendix, provide resumes for the proposed project team. Do not submit additional information. Proposals should be unbound with numbered tabs identifying each section herein specified.

The Consultant shall submit a proposal containing information as summarized in this section. Responses shall be concise and are to address the Consultant's qualifications and experience.

### **A. Procurement Documents: (not included in 10 page minimum)**

All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required (Attachment B and Save Form). The notary seal shall be visible on the original AND all copies.

### **B. The proposal shall be transmitted with a cover letter that conforms to the following:**

- states that the proposal is binding for a 90-day period.
- Provides the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the Consultant selection process.
- Provides the name, title, address and telephone number of the individual who will negotiate with Augusta and is authorized to contractually bind the firm.

### **C. Consultant Firm Information**

Consultant shall present the following information, demonstrating its experience on similar projects to that contemplated in this RFP. Information presented should be brief, should not include any unnecessary promotional material, and should be presented in the sequence listed herein:

1. Legal names of firm, if applicable.
2. Location and phone number.
3. Type of organization, if applicable.
4. A brief description of projects for which the Consultant has provided similar service during the past five years including the following information:

- Client name, contact name and phone number.
- Project description and location.
- Date of completion
- Description of services provided
- Total value of services provided
- Key personnel involved.

#### **D. Executive Summary**

Summary containing highlights of the Consultant’s qualifications to provide the service described in the RFP, including a statement of its understanding of the project and services required.

#### **E. Project Approach**

A summary presentation of the proposed approach for performing the service, describing how the consultant would be organized and approach structured to ensure:

1. Quality performance
2. Responsiveness to Fire Department’s staff and project requirements

#### **F. Management Plan**

A management plan describing how the services would be organized, including:

1. Summary of qualifications and related experience, and proposed responsibilities of the Consultant (including any sub consultant positions).
2. Estimated project hours
3. Proposed plan for quality and cost control to enhance the service and responsiveness to project needs, and to reduce project costs.

#### **G. Financial Stability (not included in 10 page minimum)**

**Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.**

1. **If a public company, include a recap of the most recent audited financial report.**
2. **If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution’s letterhead, stating financial stability.**

**NOTE: Financial Stability is part of the evaluation criteria. Failure to include the requested information will impact your evaluation score. You may mark the information as confidential.**

#### **H. References:**

All proposers shall include the name, address, e-mail, fax and telephone numbers of **at least three (3) clients** for whom projects similar in size and scope have been performed. **Provide the reference contact name, address, email address, telephone numbers and date of the contract.**

#### **I. Compensation**

Submit yearly fee schedule for this project. The total fee, including payment for professional services, reimbursement expenses, and additional services, for the selected Consultant will not exceed this amount

**Please submit one (1) copy and one (1) copy on USB thumb drive of your fee proposal. Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP #26-154 Consulting Services - EMS Medical Director.**

## **PROPOSAL REQUIREMENTS:**

The successful proposal will have at a minimum the following features:

- **No more than ten (10) pages in length**, excluding cover letter, required forms, tabs and appendices.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP.
- Vendor shall provide qualified personnel to perform its work. The list of key personnel that will not change or be reassigned without the written approval of Augusta.
- **Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP #26-154 Consulting Services – EMS Medical Director. All items related to cost is required to be placed in a separate sealed envelope.**
- **Each proposal will be evaluated using the following criteria of evaluation**



## SECTION V CRITERIA FOR EVALUATION

### RFP – Evaluation/Scoring Guidelines

#### Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia’s requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

#### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

**1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

**Conflict of Interest Statement (Pass/Fail)**

- b. Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c. Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

**2. Qualifications & Experience (20 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services.

**3. Organization & Approach (15 points)**

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project/service team.
  - ii. Some or all of team members have previously worked together on similar project/service(s).
  - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
  - ii. Team successfully addresses all requirements of this RFP.
  - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
  - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. Scope of Services to be Provided (15 points)

**Ability of vendor to provide services listed in Section III – Scope of Service to include the following:**

- Project Approach - Quality performance and responsiveness to project requirements addressed.
- Management Plan - Related experience, estimated project hours, quality & cost control addressed.
- Consultant Information - Firm details provided, similar projects completed, key personnel addressed.

5. Financial Stability (10 points)

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution’s letterhead, stating financial stability.

**NOTE: Financial Stability is part of the evaluation criteria. Failure to include the requested information will impact your evaluation score. You may mark the information as confidential.**

6. References (5 points)

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

7. Proximity to Area (10 points)

- a. Within Richmond County 10 points
- b. Within CSRA 6 points
- c. Within Georgia 4 points
- d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points
- e. All Others 1 point

8. Presentation by Team (10 points) (Optional)

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (5 points) (Optional)

Proposer provides responses to various interview panel questions.

**10. Cost/Fee Proposal (10 points) Enclosed in a separate sealed envelope.** Will NOT be disclosed in any part of the RFP

- a. Lowest Fee 10
- b. Second 6
- c. Third 4
- d. Fourth 2
- e. Fifth 1

Weighted scores for each Proposal will be assigned utilizing the table below:

Phase 1														
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)										
1	Completeness of Response <ul style="list-style-type: none"> <li>• Package submitted by the deadline</li> <li>• Package is complete (includes requested information as required per this solicitation)</li> <li>• Attachment B is complete, signed and notarized</li> </ul>	N/A	Pass/Fail	Pass/Fail										
2	Qualifications & Experience		20											
3	Organization & Approach		15											
4	Scope of Services: <ul style="list-style-type: none"> <li>• Executive Summary - qualifications, understanding of the work to be done.</li> <li>• Project Approach - Quality performance and responsiveness to project requirements addressed.</li> <li>• Management Plan - Related experience, estimated project hours, quality &amp; cost control addressed.</li> <li>• Consultant Information - Firm details provided, similar projects completed, key personnel addressed.</li> </ul>		15											
5	Financial Stability		10											
6	References		5											
7	Proximity to Area <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">a. Within Richmond County</td> <td style="width: 20%;">10 points</td> </tr> <tr> <td>b. Within CSRA</td> <td>6 points</td> </tr> <tr> <td>c. Within Georgia</td> <td>4 points</td> </tr> <tr> <td>d. Within SE United States (includes AL, TN, NC, SC, FL)</td> <td>2 points</td> </tr> <tr> <td>All Others</td> <td>1 point</td> </tr> </table>	a. Within Richmond County	10 points	b. Within CSRA	6 points	c. Within Georgia	4 points	d. Within SE United States (includes AL, TN, NC, SC, FL)	2 points	All Others	1 point		10	
a. Within Richmond County	10 points													
b. Within CSRA	6 points													
c. Within Georgia	4 points													
d. Within SE United States (includes AL, TN, NC, SC, FL)	2 points													
All Others	1 point													
Phase 2 (Optional – Numbers 8 and 9)		Rating (0-5)	Weight	Score (Rating * Weight)										
8	Presentation by Team		10											
9	Q&A Response to Panel Questions		5											
10	<b>Cost/Fee Proposal Consideration</b>		10											
<b>Total:</b>			100											

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

## SECTION VI SELECTION PROCESS

### **EVALUATION PROCESS:**

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

### **Phase One Criteria (Identify short listed offerors only)**

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. **Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.**

Each submittal must respond to the requested information for each section.

### **Phase Two Criteria**

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal. This process will result in the selection of the successful vendor who, through contractual agreements will undertake the scope of work.

## **PRICE PROPOSALS**

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled so as to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance.

### **Final negotiations and letting the contract.**

The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

### **Final Selections**

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision. When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a “Best and Final” offer.

**Price shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 26-154 Consulting Services – EMS Medical Director -Fee Proposal**

## FEE PROPOSAL

Proponent must complete and submit the attached pages of the Cost Proposal. **The cost proposal must be submitted in a separate, sealed envelope with a the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.**

### J. Compensation

Submit yearly fee schedule for this project. The total fee, including payment for professional services, reimbursement expenses, and additional services, for the selected Consultant will not exceed this amount.

#### EMS Medical Director Annual Cost:

\$ \_\_\_\_\_

Term of the contract is for two (2) years with the option to extend for three (3) additional one-year terms.

#### SUBMITTED BY:

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

By signing this document, the bidder is stating that he is, or she is not an employee of Augusta, Georgia.

**AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS**

**THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL**

**EXHIBIT I**  
**DRAFT MEDICAL DIRECTOR SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made and entered into by and between Augusta, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, Ga. 30901, hereinafter referred to as "Augusta", and \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter referred to as "Consultant".

**WHEREAS**, Augusta desires to enter into a Contract with a qualified individual to serve as the Medical Director for the Fire Department's Emergency Medical Services Program.

**WHEREAS**, Consultant responded to Augusta's RFP #26-154 and has represented to Augusta that it is experienced and qualified to provide the services contained therein; and,

**WHEREAS**, Augusta has relied on such representation and Consultant was chosen as the most qualified respondent based on its submittal.

**NOW THEREFORE**, in consideration of the foregoing, the provisions contained herein and the mutual benefits derived here from and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Augusta agree as follows:

1. **Scope of Work.** Consultant shall provide the following services:

- A. Appoint a Georgia licensed physician member that is board certified by the American Board of Emergency Medicine and is knowledgeable in EMS medical direction to serve as Medical Director for the Augusta Fire Department (AFD) in accordance with the Official Code of Georgia Annotated Title 31, Chapter 11, the Georgia Department of Human Resources Rule and Regulations Chapter 290-5-30, and Georgia Health Code 88-31 to AFD staff members; and provide medical control and oversight for the Fire Department;
- B. Provide medical control and oversight for EMS programs including ALS, BLS, Infection Control, community oriented training programs such as CERT, CPS and AED programs;
- C. Provide medical control and oversight for the defibrillation program;
- D. Design, evaluation, and administer a continuous quality improvement (CQI) and a comprehensive quality assurance program (CQA);

- E. Develop, review, or revise written operational and medical protocol procedures for EMS pursuant to State of Georgia regulations to assure the medical service delivery of the EMS Program by AFD and provide medical administration, support and oversight of EMS curriculum development and education;
- F. Provide medical liaison services between the Augusta Fire Department and the Augusta medical community;
- G. Facilitate and implement the EMS Agenda for the future as developed by the National Highway Traffic Safety Administration; and the GEMSIS-Shaping the Future of EMS in Georgia plan as developed by the Georgia Department of Human Resources Division of Public Health Office of Emergency Medical Services/Trauma;
- H. Conduct at least one training activity each quarter;
- I. Provide quarterly reports outlining the Services provided in the preceding quarter; and
- J. Investigate and resolve medically related complaints against AFD, including the authority to limit, suspend, or withdraw medical direction to any AFD staff member as described in Section 4 below.
- K. The Medical Director is to provide his/her own cell phone.

**2. Augusta's Obligations: Augusta agrees to:**

- A. Ensure that the Medical Director has appropriate access to Augusta officials as reasonably needed;
- B. Ensure that the Medical Director has access to run reports (PCRs), medical records, dispatch logs, personnel files, and other documents as needed to fulfill the obligations of this Contract;
- C. Assist the Medical Director in preparation of EMS documents and reports;
- D. Enforce employee remedial training as required in writing by the Medical Director;
- E. Permit AFD staff members to function only at a level of practice authorized by the Medical Director;

- F. Assure that AFD staff members practice only under the medical direction or protocol of the Medical Director, and no other physician, other than on-line medical control provided during the patient encounters while on duty with AFD;
- G. Agree to contact the Medical Director to obtain online medical direction services;
- H. Provide a letter on Augusta letterhead, signed by an appropriate Augusta official that state a Consultant physician member provides contract services to Augusta and serves as the Medical Director of AFD, and specifically state that the Medical Director is authorized to correspond with the medical community regarding matters within the Medical Director's purview and to write letters of recommendation for AFD staff members for paramedical class;
- I. Assure that job descriptions and other documents relating to the employment of individual providers contain appropriate provisions necessary to allow the Consultant physician member to fully exercise the Medical Director's authorities by law and under this Contract without giving rise to an employment dispute or action; and
- J. Provide access to computer-generated data and software, a portable radio and safety equipment for use by the Medical Director.

**3. Term.**

This Contract shall commence as of the date executed by Augusta, Georgia ("Commencement Date") and shall have an initial term of two (2) years. This Contract shall automatically extend for three additional (1) year terms unless either party provides notice of termination at least ninety (90) days prior to the end of the then current term. This Contract shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31 at 11:59 pm, as required by O.C.G.A. §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1 at 12:00am, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, five (5) years from the Commencement Date.

**4. Standard of Performance.**

- A. Consultant represents and warrants that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Contract, and agrees to perform its obligations in a professional manner, consistent with prevailing industry/professional standards and practices.
- B. Consultant agrees that the Medical Director shall provide a minimum of eight (8) hours of medical direction services, per week.

- C. The Medical Director shall have the authority to limit, suspend, or withdraw medical direction to any AFD staff member. The Medical Director shall give prior notice of any such action to the AFD Fire Chief or his/her designee, or the earliest possible notice, if prior notice cannot reasonably be given. The Medical Director will discuss the limitations, suspension, or withdrawal of medical direction to an individual provider with the AFD Fire Chief or his/her designee and, at the request of the AFD Fire Chief or his/her designee, properly provide the basis for any such action in writing.

5. **Qualifications. Licenses. and Permits; Compliance with Law.**

- A. Consultant represents and warrants that it has all licenses and permits necessary to conduct its business and perform its obligations under this Contract, and agrees to comply with all applicable federal, state, and local statutes regulations, codes, ordinances and policies in performing its obligations under this Contract.

- B. Consultant agrees that the Medical Director shall meet the following qualifications criteria prior to and throughout the term of this Contract:

- i. Be licensed by the Georgia Board of Medical Examiners to practice medicine in the State of Georgia;
- ii. Have active medical staff privileges at a hospital in the State of Georgia;
- iii. Have current Board Certification by the American Board of Emergency Medicine;
- iv. Be a graduate of the National Association of EMS Physicians EMS Medical Directors Course and Practicum;
- v. Must be eligible for certification by the American Board of Emergency Medicare EMS Subspecialty Boards;
- vi. Possess a valid Advanced Cardiac Life Support (ACLS) certification; and
- vii. Possess a valid Georgia Driver's License.

6. **Independent Consultant Relationship.** The parties intend that Consultant's relationship to Augusta in providing services hereunder shall be that of an independent Consultant. Nothing in this Contract, nor any performance hereunder, is intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Augusta and

Consultant. In providing services hereunder, Consultant shall represent itself to third parties as an independent Consultant to Augusta and shall not hold itself out as having any authority to obligate Augusta. Consultant shall have no authority for any complaints related to employment with Augusta, Georgia and has no authority to hire, fire, discipline or otherwise effect the terms and conditions of Augusta, Georgia employees, except as specifically set forth herein.

Augusta may, at its discretion, permit Consultant to use the AFD logo on business cards for purpose of liaison activities with the local medical community, provided that Consultant is identified on the business card as being under contract with Augusta and the form of the business card is approved by Augusta prior to its use.

7. **Confidentiality.** Consultant agrees to treat all information disclosed by Augusta pursuant to this Contract as confidential, and Consultant shall not disclose or use any such information except as required in connection with the performance of its obligations under this Contract.

It is further agreed that if the Consultant, without prior approval from Augusta, releases any information, the release of same shall be immediate grounds for termination of this Contract without indemnity to the Consultant. Should any such information be released by Augusta or by the Consultant with prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Contract.

8. **Assignment.** Consultant does hereby assign, grant, and deliver to Augusta, and Augusta hereby accepts, the entire worldwide right, title, and interest of every kind and nature whatsoever in and to the deliverables under this Contract, including but not limited to any related intellectual property rights.
9. **Records.** Consultant shall maintain throughout the term of this Contract and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Consultant shall make available for inspection by Augusta all records, books of account, memoranda, and other documents pertaining to Augusta, except medical records at any reasonable time upon request.
10. **Open Records.** Consultant acknowledge that all records relating to this Contract and the services to be provided under the contract, may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Consultant shall cooperate fully in responding to such request and make all records not exempt, available for inspection and copying as provided by law.
11. **Fee; Expenses.** This is a "part-time" consultant position and the consultant is expected to work a minimum of eight hours per week on this project. In consideration of Consultant performing its obligations under this Contract, Augusta will pay Consultant:

- a. The amounts as described in Exhibit "A" Compensation/Price List attached hereto. This will be the total compensation paid to the Contractor except for payments, if any, made under subparagraphs b and c below.
  - b. **Additional Services:** Augusta shall pay the Consultant for additional services requested or authorized by Augusta, based on the fee schedule attached as Exhibit A. A properly itemized invoice will be submitted for payment on a monthly basis, provided the service is performed to standards and service is completed.
  - c. **Additions or Deletions:** Augusta may add or delete service requirements of this contract, in writing. Such changes shall be negotiated based on a prorated price consistent with the original price contained in the Consultant's response to RFP #26-154 as supplemented.
12. **Invoicing.** Consultant shall submit monthly invoices to the Augusta Fire Chief identifying this Contract and the amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after Augusta's receipt of the invoice. Notwithstanding anything in the Bid or Consultant's Proposal, Augusta shall have the right to withhold or deduct payments in the event of Consultant's non-performance.
  13. **Georgia Prompt Pay Act Not Applicable.** The terms of this Contract supersede any and all provisions of the Georgia Prompt Pay Act.
  14. **Defective Pricing.** To the extent that the pricing provided by Consultant is erroneous and defective, the parties may by agreement, correct pricing errors to reflect the intent of the parties.
  15. **Prohibition Against Contingent Fees.** The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non- Augusta fee related to this Contract without the prior written consent of Augusta. For breach or violation of this warranty, August shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
  16. **Termination.** This Contract may be terminated prior to the completion of Consultant's services:
    - a. upon thirty (30) days written notice to the other party, or

b. by either party upon a breach of this Contract (including, but not limited to, Consultant's services being deemed unsatisfactory by Augusta. Provided however, the defaulting party shall be given ten (10) days' written notice of the default. If the default remains uncured ten (10) days after receiving written notice of such breach from the terminating party, the terminating party can cancel this Contract.

c. This Contract may be terminated immediately if Consultant fails to maintain insurance or fails to comply with the Workers' Compensation Act and applicable rules as described in Section 21 herein. In the event of a termination of this Contract pursuant to this Section, Augusta and Consultant will in good faith negotiate an appropriate reduction in the fees payable to Consultant pursuant to Section 11 above.

**17. Survival.** Notwithstanding anything in this Contract to the contrary, the provisions of Section 20 below shall survive any expiration or termination of this Contract, and each party shall remain obligated to the other party under all provisions of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract.

**18. Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Contract.

**19. Specified Excuses for Delay or Non-Performance.** Neither Augusta nor Consultant shall be liable for any delay in the performance of this Contract, nor for any other breach, or for any loss or damage arising from uncontrollable forces such as: fire, theft, storm, war, or any other major force that could not have been reasonably avoided by the exercise of due diligence.

**20. Indemnification.** Consultant shall indemnify, hold harmless, protect and defend Augusta and its Commissioners, elected officials, trustees, officers, employees, agents, and representatives (the "Indemnified Parties") for, from, and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, damage to or loss of property, bodily injury or death), directly or indirectly arising out of or in connection with the performance of Consultant's obligations under this Contract. Consultant's indemnification obligations shall apply whether the Indemnified Matters are due in part to the concurrent fault or negligence of the Indemnified Parties or others, but shall not extend to such concurrent fault or negligence. Consultant's defense obligations under this Section shall be with attorneys approved by Augusta, which approval shall not be unreasonably withheld.

**21. Insurance.** Consultant shall at all times that this Contract is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify Augusta against liability

or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Consultant in performance of the work during the term of this Contract. Consultant shall provide, at all times that this Contract is in effect, insurance with limits of not less than:

- a. Workmen's Compensation Insurance in accordance with the State of Georgia;
- b. General Liability Insurance in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence;
- c. Professional Liability Insurance in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

All insurance policies required by this Contract will provide that they may not be canceled nor the coverage materially changed without thirty (30) days prior written notice to Augusta. Augusta will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverage identified in items B & C. Such policies shall name Augusta as a co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Augusta at the time of the execution of this Contract.

Augusta agrees to identify one of Consultant's vehicle on Augusta's ambulance license for use by the Medical Director in responding to Augusta emergencies. Consultant assumes all responsibility for ensuring that the vehicle complies with all applicable laws, rules, and regulations pertaining to ambulance supervisor vehicles. Consultant shall be responsible for any fines or other consequences resulting from Consultant's failure to comply with any applicable laws, rules, or regulations pertaining to ambulance supervisor vehicles. Augusta shall have the right to inspect the vehicle at any reasonable time. Consultant shall provide adequate vehicle insurance in accordance with all applicable laws, rules, and regulations pertaining to ambulance supervisor vehicles. Consultant will lose this benefit in the event that Augusta no longer possess an ambulance license.

**22. Power and Authority: Due Authorization; No Conflict: Enforceability.** Each party represents and warrants to the other party that: (i) such party has the power and authority to execute, deliver and perform its obligations under this Contract; (ii) the execution, delivery and performance of this Contract have been duly authorized by such party and do not and shall not conflict with any agreement or instrument to which it is bound; (iii) this Contract constitutes the legal valid and binding obligation of such party, enforceable against it in accordance with its terms; (iv) no circumstances exist which will cause a Conflict of Interests in performing the services required by this Contract, to include the Consultant and his or her employees or agents performing under this contract and are NOT employees or agents of Augusta, or any public agency or official affected by this contract; (v) no employee of Augusta or any public agency or official affected by the contract be employed by the Consultant for the period of Contract duration.

**23. Entire Agreement; Severability; Further Assurances.** This Contract including any exhibits attached hereto and RFP #26-154, including any attachments thereto, constitutes the entire Agreement between the parties, and supersedes all prior and contemporaneous contracts, understandings and negotiations, with respect to the subject matter hereof. In the event any provision of this Contract is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Contract and that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed valid and enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Contract.

**24. No Assignment; No Amendment; No Waiver.** This Contract (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified by course of conduct or otherwise, except in a writing duly executed by each of the parties.

**25. Acknowledgement.** Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta under an unauthorized contract amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta in excess of the any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of nonpayment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity. Any waiver of any provision of this Contract shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Contract, or to insist upon the strict performance of any provision of this Contract shall not constitute a waiver thereof or of any other provision of this Contract, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

26. **Notice.** Any notices required under this Contract shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand deliver, verified delivery by telecopy (followed by copy sent by United States mail), or three (3) days after deposit in the United States Mail:

AUGUSTA: AUGUSTA FIRE CHIEF  
AUGUSTA FIRE DEPARTMENT ADMINISTRATION  
3117 DEANS BRIDGE ROAD  
AUGUSTA, GA. 30906

COURTESY COPY TO: GENERAL COUNSEL  
AUGUSTA LAW DEPARTMENT  
535 TELFAIR STREET, BUILDING 3000  
AUGUSTA, GA. 30901

CONSULTANT:

27. **Right to Inspect Premises.** Augusta may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta.

28. **Subcontract.** The Consultant shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without Augusta's prior written approval of the subcontractor.

29. **Drug Free Workplace:** Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract.

30. **Non-Discrimination.** During the performance of this contract, the Contractor shall comply with all federal and state non-discrimination laws, regulations and policies in the administration of this contract. In the event of the Contractor's non-compliance or refusal to comply with any

non-discrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible

for further contracts with Augusta. The Contractor shall, however, be given a reasonable time in which to correct any non-compliance.

**31. Local Small Business Program.** In accordance with Chapter 10B of the Augusta, Ga. Code, Contractor expressly agrees to collect and maintain all records necessary for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

**32. E-VERIFY:** All Contractors and subcontractors entering into Contracts with Augusta, GA for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91 stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their *E-Verify number* and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term. All Contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from each subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

**33. Governing Law; Jurisdiction and Venue; Attorneys' Fees.** This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Georgia, and agree that the Superior Court of Richmond County, Georgia, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Contract. In the event either party commences any proceeding against the other party with respect to this Contract, the parties agree that neither party shall be entitled to recover attorneys' fees except as otherwise specifically provided for by law.

**34. Construction of Contract.** The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of this Contract; and, therefore, the parties agree that this Contract shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Contract. The section and other headings in this Contract are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Section and other headings in this Contract are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

**35. Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

**36. Entire Contract.** RFP # 26-154 specifications and this Contract, including Attachments, represents the entire responsibilities and obligations between Augusta and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. All subsequent Amendments, properly executed, become part of this Contract by reference thereto.

**37. Conflicting Provisions.** In the event there are any conflicting provisions or requirements in the component parts of this Contract, the several Contract Documents shall take precedence in the following order:

RFP # 26-154

Contract, including Attachments

Amendments.

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, Consultant and Augusta have duly executed and delivered this Contract.

CONSULTANT:

\_\_\_\_\_

Printed name:

\_\_\_\_\_

Date

Title:

(Corporate seal)

AUGUSTA, GEORGIA

\_\_\_\_\_

Printed name: Garnett L. Johnson

\_\_\_\_\_

Date

Title: Mayor

Attest:

\_\_\_\_\_

Lena Bonner

Title: Clerk of Commission

# Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver

The Minority and Woman Owned Business Enterprise Program (M/WBE) provides for goals to be set for Minorities and Women on all applicable Augusta, Georgia procurements over \$300,000 in value.

After careful review of the specific work categories available on this procurement and a review of the MBE and WBE firms available to perform a CUF on this procurement, the Goal Setting Committee has determined that neither a MBE nor WBE goal could be placed on this procurement. **As such, the M/WBE Waiver applies** and therefore, the M/WBE goal for this procurement is:

0 %

As a result of the M/WBE Goal on this procurement being ZERO, no M/WBE goal documents are required as a part of the procurement process. However, even when a solicitation does not contain a M/WBE goal (or the goal is set at zero), each Bidder must negotiate in good faith with each minority and woman owned business that responds to the Bidder's solicitation and each minority and woman owned business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its M/WBE Program.

# NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP #26-154	Consulting Services-EMS Medical Director	Due: Monday, January 5, 2026 @ 11:00 a.m.
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To: **Augusta, Georgia - Procurement Department**

This is to certify that \_\_\_\_\_, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- Unavailability of required resources
- Prior commitments
- Inadequate anticipated funding Level
- Project Duration
- Potential conflict of interest
- Duplication of ongoing effort
- Other (please explain)

**Authorized Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_