



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL
RFP# 20180226
MEDICAL SERVICES FOR
PITTSYLVANIA COUNTY JAIL**

February 23, 2018

**CONTACTS:
CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744**

MEDICAL SERVICES FOR PITTSYLVANIA COUNTY JAIL

RFP No. **20180226**

GENERAL INFORMATION FORM

The Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Jail, hereby issues to qualified physicians, licensed in the State of Virginia, a Request for Proposal (hereinafter referred to as "RFP"), for Physicians Services for the Pittsylvania County Jail.

DUE DATE: Sealed Proposals will be received until Monday, **March 26, 2018**, no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

RFP RESPONSE: In order to be considered for selection, interested parties must submit a complete response to this RFP. One (1) original, so marked, and three (3) copies of each proposal must be submitted to the Purchasing Manager. No other distribution of the proposal shall be made by the Offeror.

ADDRESS: Proposals should be mailed or hand delivered to:
Pittsylvania County Purchasing Department
Att: Connie Gibson,
1 Center Street, P.O Box 426
Chatham, VA 24531.

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: **"Sealed Proposal - RFP #20180226, Medical Services"** Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror. All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

Any questions regarding this RFP, contact **Connie Gibson**, (434) 432-7744 or emailed to Connie.gibson@pittgov.org.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink by Officer of the Corporation)

_____ Name: _____

Zip Code: _____ Title: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ State of Incorporation: _____

Attach a copy of your company's SCC certificate

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated _____

(Please note all addenda's)

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
REQUEST FOR PROPOSAL
JAIL PHYSICIAN SERVICES**

PURPOSE

The County of Pittsylvania, Virginia, is seeking proposals from qualified physicians to provide inmate medical services at the Pittsylvania County Jail located off of Bank Street in Chatham, Virginia. Estimated at 100 inmates.

GENERAL INFORMATION

The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.

All provisions of the Virginia Public Procurement Act governing the procurement of professional services will be adhered to.

SCOPE OF SERVICES

The Provider shall:

1. Provide general medical services to include performing physical examinations, prescribing medications, reviewing Radiologists reports and lab reports and other related duties. Record a summary of the problems and/or symptoms, the diagnosis or diagnostic hypotheses, treatments, medications, and/or any other appropriate information in each patient's medical chart at the conclusion of each consultation.
2. Provides services for approximately 16 hours, every week and on call 24 hours per day, 7 days a week. And respond to the facility when needed, at Pittsylvania County Jail. The Provider shall submit an accounting of hours worked each week to the Captain of the Jail. The Provider will be paid for only the hours worked up to the required total. If hours per week reach 16 and additional hours of services are required, the specific number of additional hours must be approved in writing by the Captain before services are provided or the Provider will not be reimbursed for said hours. On call time will be negotiated.
3. Consult with the Jail Captain and/or his designee regarding care of offenders on an as required basis.
4. Furnish Pittsylvania County Jail a Curriculum Vitae and include: social security number, Doctor of Medicine degree from an accredited medical school, copy of graduate medical training (Residency/Fellowship), Board Certification status, and a copy of Physician's current and valid license to

practice medicine in the State of Virginia, DEA number. Provide verification of any hospital privileges available to the Provider.

Immediately notify the County if license or hospital privileges are denied, suspended or revoked; if any malpractice claims are filed; if any professional disciplinary action is taken; or if he/she has any physical, mental or emotional problems which might impact performance of assigned duties.

5. Make referrals to a specialist when necessary.
6. Attend conferences or meetings outside the normal hours and at locations other than the institution served, as required by Pittsylvania County Jail. In these instances, the Provider will be reimbursed for actual expenses, based on the invoice submitted by the Provider. The Provider must submit receipts for all expenses in excess of \$10.00, unless otherwise specified in the County's Travel Policy. Such expenses may include: lodging, meals and mileage based on rates detailed in the state travel regulations. Pittsylvania County cannot reimburse the Provider for personal long distance charges, alcoholic beverages, or incidental personal expenses. The Provider shall minimize expenses to the extent possible.
7. Use on-site office space provided by the facility during scheduled visits.
8. Utilize the services of personnel employed by the facility.
9. Provide additional visits to the facility in the event of emergency illness or injury.
10. Provide emergency medical services in doctor's office or hospital.
11. Provide employee health as required by the County
12. Provide 24-hour telephone or beeper coverage.
13. Provide inpatient care if possible.
14. Be within one-hour commute distance from the jail.

PROPOSAL INSTRUCTIONS

A. Proposals should include the following information:

1. A narrative describing the Provider's ability to provide the services detailed in the Scope of Services;

2. Verification of the acceptance of the Contractual Terms and Conditions;
3. The Provider's completed forms, including but not limited to:
 - a. Attachment 2, National Practitioner Data Bank form.
 - b. **Proposed hourly fee enclosed in a separate sealed envelope.**
4. A Curriculum Vitae that includes the following minimum credentials:
 - a. Doctor of medicine degree from an accredited medical school
 - b. Copy of graduate medical training (residency/fellowship).
 - c. Current valid license to practice medicine in the Commonwealth of Virginia
 - d. Current and valid Board certification
 - e. Current and valid DEA certificate
 - f. Current and valid National Provider Identifier (NPI)
 - g. Verification of any hospital privileges
5. A listing of at least three (3) current or recent accounts, either governmental or commercial for which the Provider has provided services similar in nature to those described in the Scope of Services. Include the length of service, the name, address, telephone number and point of contact; and a listing of any contract lost within the last two years including reason for loss. The contracts may be either governmental or commercial for which the Provider had provided services similar in nature to those described in the Scope of Services; and

Evaluation Criteria

A committee will be established to review the proposals and select those to be interviewed. Proposals submitted prior to the deadline will be reviewed for completeness and evaluated based on the following:

- (1) Ability and plan to meet the requirements as detailed in Scope of Services
30 points
- (2) Acceptance of the General and Special Terms and Conditions. 15 points
- (3) Demonstrated clinical experience. 15 points
- (4) Professional certification(s) and Curriculum Vitae. 15 points
- (5) Experience in providing services in a correctional setting. 25 points

AWARD:

The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services.

Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

**ATTACHMENT A
NATIONAL PRACTITIONER DATA BANK FORM**

Pittsylvania County plans to query the National Practitioner Data Bank on certain health care Providers considered for contractual employment by the Jail.

Please provide the following information during the interview process:

Name of Facility:

Date: _____

Full name of Applicant:

Maiden name if married:

Date of Birth: _____ **Social Security Number:** _____

Current Home Address:

Current Office Address:

Current VA License Number or other State License Number if not listed in VA: _____

DEA Number:

Names of Professional Schools Attended:

Date of Graduation from Professional Schools: _____

Provide a brief summary of work history and name of professional schools attended and years of graduation.

SPECIAL TERMS AND CONDITIONS

A. CONFIDENTIALITY: The Provider acknowledges and understands that its employees may have access to confidential information, including health records regarding employees, clients/patients, or the public. In addition, the Provider acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Pittsylvania County jail. Therefore, except as required by law, the Provider agrees that its employees, subcontractors or alternates will not:

1. Access or attempt to access data that is unrelated to their job duties or authorization;
2. Access or attempt to access health records beyond their stated authorized access level;
3. Disclose to any other person or allow any other person access to any information related to the Jail or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
4. Disclose health records in violation of Virginia privacy laws.

The Provider understands that the County and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that Pittsylvania County may seek legal remedies available to it should such disclosure occur. Further, the Provider understands that violations of this agreement may result in contract default.

B. RENEWALS

The contract term shall be for a three (3) year period, with an option to renew the contract term for up to two (2) additional one (1) year periods. At the time of renewal, the Contractor may request a review of prices based on sufficient justification and approved by the Authority. Such request must be submitted in writing and accompanied by sufficient documentation to support the requested price change.

C. CONFIDENTIALITY OF HEALTH RECORDS:

By signature on this contract, the Provider agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this contract (agreement) shall:

1. Not use or further disclose health records other than as permitted or required by the terms of this contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of health records other than as permitted by this contract;
3. Report to the Jail any use or disclosure of health records not provided for by this Contract;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Provider of a use or disclosure of health records by the Provider in violation of the requirements of this contract;
5. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
6. Provide access to health records contained in its records to the County Jail, in the time and manner designated, or at the request of the jail, to an individual in order to afford access as required by law;
7. Make available health records in its records to the County Jail for amendment and incorporate any amendments to health records in its records at the Jail request;
8. Document and provide to the Jail information relating to disclosures of health records as required for the Jail to respond to a request by an individual for an accounting of disclosures of health records.

D. **Records**

The Contractor shall keep all inmate medical records confidential, and shall comply with all state and federal laws relative to confidentiality of records.

E. **Licenses And Permits**

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the Authority.

G. **Contract Changes**

Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The Authority will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

H. Compliance with all Requirements

The Contractor shall comply with all applicable Federal, State and Local laws and regulations. The Contractor shall give notice as required and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

I. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in Pittsylvania County Circuit Court.

J. Subcontracting and Assignment of Work

The Contractor shall not subcontract or assign the Contract, in whole or in part, other than that specifically stated in the Contract, without the express written consent of the Authority. A description of any work the Contractor proposes to subcontract shall be submitted to the Authority for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the Authority for all work performed by any subcontractor or special consultant.

GENERAL TERMS AND CONDITIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

- (1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful

bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying

hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.