

**COUNTY OF AUGUSTA, VIRGINIA
PROCUREMENT OF PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL**

RFP# 53020-21-01



Issue Date: June 11, 2021

Project Title: **VIEW/SNAPET Program Classroom Instructors**

Proposals will be received subject to the conditions attached hereto until **2:00 p.m., Monday, July 12, 2021**, from qualified firms to provide the Shenandoah Valley Social Services with instruction and facilitation of the Job Readiness (JR) and /or Workplace Essential Skills (WES) classes for the VIEW (Virginia Initiative for Education and Work) and SNAPET (Supplemental Nutrition Assistance Employment and Training) Programs.

Where to submit Proposals:

Elana Sorrell, VCO, Senior Purchasing Assistant
Finance Office
18 Government Center Lane
Verona, VA. 24482

Copies of Request for Proposals may be obtained by visiting our website www.co.augusta.va.us or contacting:

Elana Sorrell, VCO, Senior Purchasing Assistant
Telephone (540) 245-5741 ext. 1
esorrell@co.augusta.va.us

In compliance with this Request for Proposal, and to all the conditions imposed herein, the undersigned offers and agrees to complete all requirements and conditions in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

Date: _____
BY: _____
Title: _____

Telephone: (____) _____ Fax: (____) _____

Signature in Ink

E-mail: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**AUGUSTA COUNTY
PROCUREMENT OF NON-PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL**

PROPOSAL SCHEDULE

Proposal Issued	June 11, 2021
Proposals Due	July 12, 2021
Distribute Proposals to Selection Committee	July 13, 2021
Selection Committee Interviews with Selected Firms	Week of July 19, 2021
Notice of Intent to Award	July 26, 2021
Award of Contract	August 6, 2021
Contract Start Date	September 1, 2021

AUGUSTA COUNTY
PROCUREMENT OF NON-PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL
DESCRIPTION AND CONDITIONS
RFP# 53020-21-01

I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified firm to provide the Shenandoah Valley Social Services (SVSS) an agreement or agreements for instruction and facilitation of the Job Readiness (JR) and /or Workplace Essential Skills (WES) classes for the VIEW (Virginia Initiative for Education and Work) and the SNAPET (Supplemental Nutrition Assistance Program) Programs.

II. BACKGROUND AND FUNDING HISTORY

The Staunton/Augusta Department of Social Services moved from Staunton to the Augusta SVSS Government Complex in Verona in 1992. In July, 2003, the Staunton/Augusta Department of Social Services merged with Waynesboro Social Services. At that time, the consolidated departments became known as Shenandoah Valley Social Services. Benefits and services are provided to customers from the Waynesboro office at 1200 Shenandoah Avenue, Waynesboro and the Verona office at the Augusta County Government Center Complex at 68 Dick Huff Lane, Verona. Augusta County is fiscal agent for Shenandoah Valley Social Services.

The SVSS JR and WES classes are funded through TANF (Temporary Assistance for Needy Families) funds marked for VIEW employment services. A set of classes held on a quarterly basis earmarked for SNAPET clients will be funded through SNAPET funds based on client enrollment. All classes are conducted at the Verona office location.

III. STATEMENT OF NEEDS

Establishment of a contract or contracts with an offeror or offerors who is licensed and insured to provide services in the Commonwealth of Virginia to the Shenandoah Valley Social Services with instruction and facilitation of the Job Readiness (JR) and /or Workplace Essential Skills (WES) classes for the VIEW Program and are also poised to offer classes held once a quarter for SNAPET clients based on client enrollment. The amount of service purchased will vary by the service required, service demand, and funding available. SVSS will pay an agreed upon amount per class during the period of the service agreement. The number of hours of service SVSS is able to purchase over the life of any agreement varies due to need and budget. SVSS will determine the schedule of classes and may add additional classes if the need arises. Offerors will be expected to be flexible in accommodating this request. Offerors must also possess the capability to facilitate classes in a virtual/electronic format should the need arise (i.e., in the event of a public health emergency, such as a pandemic when limited social interaction is required). To facilitate client engagement and ensure attention, virtual class formats may require adaptations to class format (i.e., shortening of class hours with the classes extended over a longer time frame). All instruction material and curriculum shall be provided by the offeror.

Offerors shall denote services they are able to provide in the proposal submitted for consideration. Offerors may provide proposals for one or both services. Services required are more specifically described as Job Readiness classes and Workplace Essentials Skills classes.

Job Readiness Classes (JR): – Job readiness training includes activities to assist the participant in program participation by helping them recognize and overcome personal and family problems which may be a barrier to accomplishing employment and training goals. Job readiness activities also prepare the participant for work by assuring that they are familiar with general work place expectations, work behaviors, and attitudes necessary to compete successfully in the labor market. Job readiness should also address the economic benefits of going to work. These include wages above the TANF grant, the enhanced earned income and savings disregards, and the Federal Earned Income Tax Credit. In addition, basic financial literacy education, such as creating and maintaining a budget, monitoring expenses, and an overview of credit is provided

Job Readiness classes are taught in a group setting in the Verona office from 9am – 12 noon, Mon – Fri (Holiday weeks 9am-1pm) on a pre-determined schedule for approximately 36-48 weeks per calendar year. Topics may include, but are not limited to, communication skills, life skills, motivational training, problem solving, assertiveness, nutrition, money management, time management training, appropriate resume and application completion, effective interviewing, computer skills, and other activities that enhance specific work place expectations and behaviors. Course content traditionally takes place over a period of two weeks. Week two of JR classes is also comprised of basic financial literacy education. This course addresses topics such as, but not limited to, budgeting, credit, and managing a checkbook. SVSS provides a room for the class and schedules clients to attend. The offeror is responsible for furnishing learning materials, instruction, substitute instruction as needed, report attendance, course evaluations, and snacks.

Workplace Essential Skills (WES): WES is a workplace readiness and retention class that includes skills to assist SVSS VIEW and SNAPET program participants in reaching secondary and post-secondary education as well as employment goals. WES classes are taught in a group setting in the Verona office from 9am – 12 noon, Tue – Fri on a pre-determined schedule for approximately per calendar year. SVSS provides the room for the class and schedules clients 36-48 weeks to attend. The offeror is responsible for furnishing learning materials, instruction of up to 18 hours per week, substitute instruction as needed, course evaluations, and snacks. The instructor or substitute instructor shall be TABE (Test of Adult Basic Education) certified, and assess participants' academic skills, provide the documentation of achievement levels, and report attendance. The instructor or substitute instructor will counsel participants concerning their readiness to take the GED (General Equivalency Diploma) test and the availability of Adult Learning Center (ALC), Blue Ridge Community College (BRCC), and Valley Vocational Technical Center (VVTC) programs to assist them in furthering their secondary or post-secondary education.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS AND PROPOSAL PREPARATION:

1. Submission: Proposals must be submitted no later than 2:00 p.m., Monday, July 12, 2021 to:

Elana Sorrell, VCO, Senior Purchasing Assistant
Finance Office
18 Government Center Lane
Verona, VA 24482

Proposals must be in a sealed envelope and clearly marked:

Request for Proposal #53020-21-01 Workforce Development (VIEW and SNAPET) Program Classroom Instructors

Proposals received after the closing date and time will not be accepted. Electronic (emailed or faxed) proposals will not be accepted. The County of Augusta and SVSS will not be responsible for late submissions due to weather, courier, mail or distribution of mail from the mailroom. Offerors are required to ensure delivery to the appropriate person and location as indicated in this RFP.

2. Identification of Response/Number of Responses: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original (clearly marked), three (3) copies and a jumpdrive/USB drive form of the proposal must be submitted. All sealed submissions shall be clearly marked on the cover of the envelope. The County of Augusta and SVSS shall not be responsible for premature opening of submissions not clearly marked as instructed.

3. Economical Preparation: SVSS intends that responses to this Request for Proposal be concise, informative, and inexpensive for the offeror to prepare. Emphasis should be placed on completeness and clarity of content.

4. Binding: All responses should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

5. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to SVSS. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiations. SVSS will schedule the time and location of these presentations. Oral presentations are an option of SVSS and may or may not be conducted.

B. PROPOSAL CONTENT:

1. Signatures and Other Required Information: Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in SVSS requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by SVSS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation. Each proposal must contain Page 1 of this RFP completed and signed by an authorized representative of the agency submitting the proposal, a completed Attachment A-1 signed by an authorized representative of the agency submitting the proposal and all documentation requested on Attachment A-1. Other pertinent information may be attached.

2. Resumes of Assigned Employees: All offerors shall include resumes of each individual that will be assigned to work on the contract. Any additions or replacements during the course of the contract must be approved by SVSS prior to utilization of such employee.

3. Abilities of Offeror: All offerors shall provide a complete description of material and curriculum offered as well as schedule of course content.

V. EVALUATION AND AWARD

Following the receipt of these proposals, a committee will review the proposals received and rate the proposals based on the qualifications and directly applicable experience of the firm and individuals making up the project team. The following criteria and weights will be used to evaluate all proposals:

1. Cost. (Point Value 0-25)
2. Appropriateness of services/material offered to include technical approach, program content and methodology. (Point Value 0-25)
3. Flexibility to provide services in the Staunton, Augusta, Waynesboro service area on an as-need basis. (Point value 0-20)
4. Experience (Point Value 0-20)
5. Completeness/responsiveness of proposal (Point Value 0-10)

When all proposals received have been reviewed and rated, SVSS anticipates that interviews will be conducted with the two or three top ranked firms. Once these interviews have been conducted, the two or three firms will be ranked based on proposal content and the interview. SVSS will then attempt to negotiate a contract with the firm ranked number one (1). If a contract cannot be negotiated with the number one (1) ranked firm, negotiations will be

concluded with that firm and negotiations initiated with the next lower ranked firm. This procedure will be followed until a contract is negotiated.

SVSS anticipates oral presentations to be held the week of July 5, 2021.

In the event that a single firm is uniquely qualified, or clearly more highly qualified than other firms offering proposals for this service, SVSS may so state this fact, give a reasonable explanation for this decision and enter into negotiations with the uniquely qualified firm.

SVSS reserves the right to reject any and all proposals and to waive any informality or technical defects if, in its judgment, the best interests of SVSS will be served as specified in Section 2.2-4319 of the Code of Virginia.

VI. MONITORING

SVSS reserves the right to conduct Quality Assurance Program monitoring as needed for all contracted services. Monitoring requirements may vary by the type of service provided. General monitoring for goods and direct client service is conducted by ongoing complaint resolution with contractors, program evaluations and written surveys.

VII. RECORD-KEEPING AND REIMBURSEMENT

Contractor's records must document: 1) date of service 2) services provided and 3) cost for service(s). SVSS will pay the contractor only for services provided and agreed upon. Invoices must be received by SVSS by the 10th of the month following the provision of services. SVSS agrees to pay the contractor no later than 30 days following receipt of a proper invoice covering the preceding month's service.

VIII. TERMS OF CONTRACT

The successful Offeror shall provide goods and services described herein for a term of one (1) year. The right is reserved by SVSS to renew this contract for four (4) additional one (1) year terms on the anniversary date. If agreement is reached to extend this contract for additional terms, the successful Offeror may offer price increases or decreases with the same terms and conditions upon mutual consent of the Offeror and SVSS. SVSS reserves the right to cancel this contract immediately for cause upon written notice.



REQUEST FOR PROPOSAL

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the County of Augusta unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the County is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the County of Augusta and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the County, the VPPA Virginia Code sections take precedence.

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1. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than three (3) business days prior to the deadline set for acceptance of the bids.
 2. **CLARIFICATION OF TERMS:** If any Bidder has questions about the specifications or other solicitation documents, the prospective Bidder should contact the Purchasing Agent no later than three (3) business days prior to the date set for the opening of bids. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent. Oral or other interpretations or clarifications will be without legal effect.
 3. **IDENTIFICATION OF BID ENVELOPE:** The signed bid and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED IN THE SOLICITATION DOCUMENTS

BID NUMBER

TITLE OF INVITATION FOR BID

BID DUE DATE AND TIME

VENDOR NAME AND COMPLETE MAILING ADDRESS (return address)

If a bid is not addressed with the information as shown above, the Bidder takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the

bid to be disqualified. Bids may be hand delivered to the Finance Office. No other correspondence or other proposals should be placed in the envelope.

4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** If requested in the solicitation, failure to submit a bid on the official Owner form provided for that purpose shall be a cause for rejection of the bid.

5. **LATE BIDS:** Any bid received at the Finance Office after the exact time specified for receipt of the bid is considered a late bid. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder to ensure their bid reaches the Purchasing Agent by the designated date and hour.

Late bids will be returned to the Bidder unopened, if solicitation number, acceptance date and Bidder's return address is shown on the container.

If the Owner closes its offices due to inclement weather, scheduled bid openings will be extended to the next business day, same time.

6. **BID OPENING:** All bids will be opened at the time and place specified and read publicly.

7. **ADDENDA:** By submitting a bid, the Bidder certifies that (i) he has made due inquiry of the Owner as to the existence of any addenda issued in connection with the bid solicitation documents, (ii) he is satisfied that he has received any and all such addenda and he has taken the contents thereof into consideration when preparing and tabulating his bid; and (iii) he accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in his bid based upon his failure to have received any one or more addenda.

8. **MODIFICATION OF BIDS:** Unauthorized modification of, or any additions to any portion of the Invitation to Bid may be cause for rejection of the bid.

9. **WITHDRAWAL OF BIDS:** A Bidder for a contract other than for public construction may request withdrawal of his bid under the following circumstances:

a. A written request for a withdrawal of a Bid or any part thereof will be granted if received by the Owner prior to the specified bid opening date and time.

b. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection subject to the provisions of §2.2-4330 of the Code of Virginia.

c. No Bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same Bidder or of another Bidder in which the ownership of the withdrawing Bidder is more than five percent. In the case of an Invitation for Bid, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No Bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or

firm whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Bid was submitted.

10. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bids must be initialed by the Bidder. Carelessness in quoting prices, or in preparation of Bid otherwise, will not relieve the Bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted, except as provided in paragraph 9 hereof.

11. **PUBLIC INSPECTION OF BIDS:** All submitted bids, accompanying data, materials or documentation will become the property of the Owner and will be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the bidder must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

12. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The bid price must be net, exclusive of taxes. Tax exemption certificates will be furnished by Augusta County on request.

13. **COUNTY BPOL LICENSING:** All firms with a business location in Augusta County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL)" Tax Ordinance. Questions concerning BPOL Tax should be directed to the Office of the Commissioner of the Revenue, telephone 540-245-5640.

SPECIFICATIONS

14. **BRAND NAME OR EQUAL ITEMS:** Any specific make, manufacturer or brand, names used in connection with articles mentioned in the specifications are used to convey the general style, type, character, and quality of the article desired. The Owner may consider other brands as substitutes if written evidence and other data submitted to the Owner by the vendor can satisfactorily substantiate equality. The Owner's representative shall be the sole determining authority as to quality, workmanship, and suitability of purpose. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid that the product offered is an "equal" product, such bid will be considered to offer the brand name product referenced in the solicitation.

15. **PRODUCT EVALUATION:** The Owner reserves the right to conduct any test it may deem advisable to establish that the products and/or services offered are in accordance with the contract requirements. The Owner reserves the right to reject the bid of any Bidder who does not pass such evaluation to the Owner's satisfaction.

16. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

17. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment/product list in the solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment/product and its appurtenances, shall be considered a part of such equipment/product although not directly specified or called for in the specifications.

The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings.

18. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

19. **AWARD OR REJECTION OF BIDS:**

a. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering price and other evaluation criteria set forth in the bid documents

b. The Owner reserves the right to reject any and all bids, in whole or in part, to waive any and all informalities, whenever such rejection or waiver is in the best interest of the Owner.

c. Notice of Award: Upon the award or announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice on the Augusta County website (www.co.Augusta.va.us) for a minimum of ten (10) days.

20. **QUALIFICATIONS OF BIDDERS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) or services, and the Bidder shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's physical facilities prior to award to satisfy questions regarding the Bidder's capabilities. The Owner further reserves the right to reject any bid if the evidence submitted by or investigations of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein, in the sole judgment of the Owner.

21. **STANDARDS OF CONTRACT:** The Owner reserves the right to cancel and terminate a contract at any time, at the convenience of the Owner. Repeated delays or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the Contractor shall cease all deliveries or services unless advised by the Owner to do

otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Owner as of the date of termination.

22. AVAILABILITY OF FUNDS: Award and contract are conditioned upon appropriation and availability of funds from year to year. If sufficient appropriation and funding is not available, the County may terminate the contract without penalty, cost or damage payment.

23. NEGOTIATIONS WITH LOWEST RESPONSIBLE BIDDER: Unless cancelled or rejected, a responsive bid from the lowest responsible bidder will be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds. The negotiation will be undertaken under conditions and procedures described in writing and approved by the Owner prior to issuance of the RFP.

24. INSURANCE: If requested in the solicitation, the Contractor shall secure and provide insurance in at least the following amounts:

Automobile Liability Insurance: \$1,000,000 combined single limit

General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate

Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate

Workers' Compensation Insurance at statutory limits as required under the Virginia Workers' Compensation Act

All insurance shall be written by insurance companies licensed to do business in the Commonwealth of Virginia. The insurance company must have an A.M. Best Rating of A- or better.

Insurance provided in response to this proposal shall not contain language that allows defense costs to be subtracted from amounts available as coverage to the County in the event of a claim, without alternative arrangements satisfactory to the County, to include a personal guarantee of the insured Contractor and a financial statement.

25. INDEMNITY: The contractor shall indemnify and hold harmless Augusta County, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of Augusta County with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the Agreement by contractor unless resulting from the sole negligence of Augusta County or its officers, boards, commissions, agents or employees.

Augusta County will not indemnify the contractor.

26. PAYMENT TERMS: Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later.

27. CHANGES TO THE CONTRACT:

- a. During performance of the contract, the parties may agree to modify the scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advance written approval of the Board of Supervisors.

28. EMPLOYMENT DISCRIMINATION: During the performance of this contract the contractor agrees as follows:

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

29. DRUG FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract

or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

30. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith based organizations or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

31. **ILLEGAL ALIEN EMPLOYMENT:** In accepting this order, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

32. **LICENSE:** If in a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor’s or professional certificate number.

33. **COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS:** All Bidders or Offerors organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code must include in its bids or proposals the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder or Offeror is not required to be so authorized.

34. **CONTRACT FORMATION:** The Contractor or successful bidder agrees to sign a contract drafted or approved by the County Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Invitation for Bid shall constitute the terms of the contract and no provision of any response, bid or other agreement may vary or alter the same unless agreed in writing and approved by the County Attorney.

35. **MODIFICATION:** Any term or provision submitted as part of your response that in any way attempts to change or modify the terms of these contract documents shall be ineffectual, null and void. In addition, Augusta County may declare a bid that attempts to do so unresponsive and disqualified, in its sole discretion.

36. **ASSIGNMENT:** The contractor shall not assign this contract without the prior written consent of Augusta County.