

# REQUEST FOR PROPOSAL (RFP)

Issue Date: April 11, 2022

RFP# 35010-22-01

Title: Veterinary Services for Shenandoah Valley Animal Services Center

Issuing Agency: **County of Augusta**  
18 Government Center Lane  
P.O. Box 590  
Verona, VA 24482



Location Where Work Will Be Performed: 1001 Mount Torrey Road, Lyndhurst, VA 22952

Proposals will be received subject to the Conditions attached hereto until **Wednesday, May 4, 2022 at 2:00 P.M.** from qualified Offerors to provide Veterinary Services for Shenandoah Valley Animal Services Center.

All Inquiries for Information Should Be in Writing and Directed To:  
Elana Sorrell at [esorrell@co.augusta.va.us](mailto:esorrell@co.augusta.va.us)

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: County of Augusta, Central Accounting Office, 18 Government Center Lane, Verona, VA.

The face of the envelope or shipping container shall be clearly marked as follows:  
RFP#: 35010-22-01  
RFP FOR: Veterinary Services for Shenandoah Valley Animal Services Center

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

|                       |                    |
|-----------------------|--------------------|
| _____                 | Date: _____        |
| _____                 | By: _____          |
| _____                 | (Signature in Ink) |
| _____                 | Name: _____        |
| _____                 | (Please Print)     |
| _____ Zip Code: _____ | Title: _____       |
| Phone: (____) _____   | 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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.**

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## TENTATIVE PROPOSAL SCHEDULE

|    |                                      |                          |
|----|--------------------------------------|--------------------------|
| 1. | Advertise Project:                   | April 11, 2022           |
| 2. | Proposal Due Date:                   | May 4, 2022 at 2:00 P.M. |
| 3. | Review Proposals/Conduct Interviews: | May 5-May 13, 2022       |
| 4. | SAW Committee Approval               | Week of May 16, 2022     |
| 5. | Notice of Intent to Award            | May 20, 2022             |
| 6. | Signing of Contract                  | June 1, 2022             |
| 7. | Notice to Proceed                    | June 1, 2022             |

- I. **INTRODUCTION:** The County of Augusta (“County”) is issuing this Request For Proposals (RFP) on behalf of the Shenandoah Valley Animal Services Center (SVASC) for professional services of an on-site Veterinarian (“Contractor”).

All Offerors submitting proposals shall abide by all applicable State and Federal laws and be licensed to provide Veterinary services in the Commonwealth of Virginia.

II. **BACKGROUND AND PURPOSE:**

The Shenandoah Valley Animal Services Center, located at 1001 Mount Torrey Road, Lyndhurst, VA, is an open admissions animal shelter and is home to dozens of animals looking for their forever homes. SVASC is a municipal shelter, funded primarily from taxpayers’ dollars for Augusta County, Staunton, and Waynesboro. SVASC takes in all domestic strays, abandoned animals, owner surrenders, and court case animals. SVASC has 40 dog runs and approximately 85 cat cages. SVASC began operation in September of 2011. Since opening, they have successfully lowered the euthanasia rates for the community. The shelter's current save rate remains above 90%, which is the direct result of dedicated staff and volunteers working hard to finding these animals their forever homes. SVASC serves approximately 2,500 dogs, cats, and other animals each year. The facility staff is currently expanding to include a director (previously a manager), operational manager, outreach coordinator and customer/staff support. Current staff includes lead kennel attendants and many kennel attendants and volunteers.

The purpose of this RFP is to establish a term contract with a qualified Offeror to provide professional on-site veterinarian services for the SVASC.

The awarded Offeror will be hired as an independent contractor and thus, agrees and understands that they are not employed by the County or SVASC.

III. **SCOPE OF SERVICES AND QUALIFICATIONS:**

A. The scope of services includes, but is not limited to:

1. Leads the evaluation and establishment of shelter medical protocols.
2. Ensures humane medical treatment of all animals seen in the shelter.
3. Coordinates and directs shelter medical operations and ensures sound veterinary medical practices of shelter animals.
4. Treats animal illnesses and injuries appropriately per state laws and regulations and VDACS Directives.
5. Ensures animal medical records are thorough and up-to-date.
6. Oversees the maintenance of shelter drug and supply inventory while meeting and maintaining DEA and state requirements.
7. Provides appropriate training to staff on medical care.
8. Provides guidance to staff for situations requiring immediate medical problem solving.
9. Oversees that appropriate shelter medical personnel are certified in euthanasia.
10. Communicates directly with the SVASC Director and designated staff with regard to care of shelter animals.
11. Make recommendations regarding animal care and euthanasia in accordance with VDACS Directives and through communication with the SVASC Director.
12. Performs euthanasia when required and/or needed.
13. Provides on-call services for shelter animal emergencies.
14. Maintains appropriate licensing and completes required continuing education courses.

15. Make sound recommendations to the SVASC Director per state and federal regulations, VDAC Directives and ethical veterinarian principles.
16. Is on site at the shelter a minimum on once per week to view all animals housed at SVASC. Veterinarian will perform general screening of animals and discuss animal concerns with designated staff. Veterinarian will perform medical evaluations of animals when screening indicates such and including, when staff has a concern about an animal, upon concerns of the over-all wellbeing of an animal and/or when there are concerns about herd health.

B. Qualifications of the Contractor shall be as follows:

1. Current license in Virginia to practice veterinary medicine.
2. Current Drug Enforcement Administration (DEA) license.
3. National Veterinary Accreditation Program (NVAP) accreditation is preferred, but not required (for pet health certificates).
4. Maintenance of appropriate insurance.
5. Effective written and verbal communication skills.
6. Proven organizational, time management, and planning skills required.
7. Good analytical skills.
8. Problem solving skills within existing resources.
9. Physical Requirements:
  - a. Standing for extended periods of time
  - b. Exposure to high noise levels
  - c. Ability to lift 50 pounds
  - d. Subject to animal bites and scratches
  - e. Exposure to hazardous chemicals

**IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and four (4) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
  - a. 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 the purchasing agency requiring prompt submission 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 the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal

should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror 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. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. 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 negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.
- B. SPECIFIC PROPOSAL INSTRUCTIONS:  
Proposals should be as thorough and detailed as possible so that the (agency name) may properly

evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Tab 1 – Signed Forms. This tab should include the completed and signed Proposal Cover Page with Addenda Acknowledgement and the State Corporation Commission Form, included within this RFP.
2. Tab 2 – Executive Summary. This tab should provide a brief summary of the proposal’s contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three (3) pages.
3. Tab 3 – Key Personnel. Provide qualifications, certifications, licenses, specialized expertise information, specific years of veterinary experience and resumes (with name, title, education and experience, for the personnel that will be assigned to provide services under the contract. For each employee, this tab should include the following, in the format of a resume or curriculum vitae:

Tab.3.1. Head Veterinarian of the organization or company.

Tab.3.2. Names of all Veterinarians that may be assigned to perform under this Contract.

Tab.3.3. Licensure: Include one (1) copy of the Virginia Board of Veterinary Medicine license for all veterinarians that may be assigned to perform duties under this Contract.

4. Tab 4 – References. This tab should contain the complete names, addresses, telephone numbers, and email addresses of at least three other agencies for whom the Offeror has provided the services solicited by this Request for Proposals within the past five (5) years. To the extent possible, Offeror is encouraged to include references that are local governments in Virginia. This tab should also include an affirmative statement that the Offeror grants its consent for the County to contact the Offeror’s reference for the purpose of evaluating the Offeror and acknowledges that any information obtained from the Offeror’s references will not be disclosed to the Offeror.
5. Tab 5 – Statement of Scope. This tab should concisely state the Offeror’s understanding of the scope of services requested by the Request for Proposals.
6. Tab 6 – Experience. This tab should describe in detail the Offeror’s experience in the following areas:
  - Tab 6.1. As an organization formed and maintained for the purpose of providing the services described in this Request for Proposals.
  - Tab 6.2. Describe experience with similar contracts and highlight evidence of achievements in this area.
7. Tab 7 – Project Approach. This tab should describe in detail the Offeror’s approach for providing each and every service and deliverable required by this RFP.

V. **EVALUATION AND AWARD OF CONTRACT:** Based upon the selection criteria below, a committee will select those Offerors deemed to be the most qualified, responsible, and suitable. The committee will conduct interviews either in person, or remotely, with the short-listed Offerors. The committee will then rank the Offerors and discuss final terms with the number one ranked Offeror. If an agreement cannot

be reached, the committee will proceed to negotiate terms with number two, and so forth until a Veterinarian is selected.

Should the committee, after the initial submission of materials, determine that one offer is clearly more qualified than the others under consideration; a contract may be negotiated and awarded to that Offeror without delay.

The committee reserves the right to reject any and all proposals or any part thereof, to waive any formalities or informalities, to award the contract to the most responsive and responsible candidate as deemed in the best interests of the entity, or to suspend the procurement if the desired outcomes are not achieved. Proposals shall be evaluated by the evaluation committee using the following criteria:

| <b>RFP Evaluation Criteria</b>   | <b>Rating Percentage</b> |
|--|--------------------------|
| 1) Experience of the Offeror in providing the specified services   | 20%                      |
| 2) Qualification of the Offeror and all Veterinarians to be used   | 20%                      |
| 3) Understanding of the purposes, functions and objectives of the RFP                                    | 20%                      |
| 4) Depth of demonstrable experience (through references and/or other examples provided in the proposal). | 20%                      |
| 5) Approach for evaluating the current program and implementing the proposed services                    | 20%                      |

**AWARD OF CONTRACT:**

1. The contract will be awarded to the offeror whose proposal conforming to the RFP documents, is most advantageous to the County, considering the evaluation criteria set forth in the bid documents.
2. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
3. Ten (10) days prior to actual award of the contract, the County will issue a NOTICE OF INTENT TO AWARD.

**VI. GENERAL TERMS AND CONDITIONS:**

- A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought before a court of competent jurisdiction in the County of Augusta, Virginia. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- B. ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. 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.
    - i. 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.
    - ii. The requirements of these provisions 1 and 2 are a material part of the contract. If the Contractor violates one of these provisions, the County may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
    - iii. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- C. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

- D. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the County, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services with the County, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- E. DEBARMENT STATUS:** By participating in this procurement, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a Contractor is created or used for the purpose of circumventing a debarment decision against another Contractor, the non-debarred Contractor will be debarred for the same time period as the debarred Contractor.
- F. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Augusta under said contract.
- G. MANDATORY USE OF FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official form provided for that purpose in the solicitation may be a cause for rejection of the proposal; however, the County reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. Modification of or additions to the General, or Special, Terms and Conditions of the solicitation shall be cause for rejection of the proposal.
- H. CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the County representative whose name appears in the solicitation. Any revisions to the solicitation will be made only by addendum issued by the County.
- I. PAYMENT:**
1. To Awarded Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County purchase order and/or contract number.
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that is to be paid for with public funds, shall be billed by the contractor at the contract price.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders

are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the County shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the County, a contractor awarded a contract under this solicitation is hereby obligated:

- i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- ii. To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2 - a) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the County, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

**J. PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**K. QUALIFICATIONS OF OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The County further reserves the right to reject any

proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the County that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**L. TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**M. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.

**N. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An 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.
2. The County 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 include, but are not limited to, things such as 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 County a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

**O. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold

the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the County may have.

**P. INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the contractor and any subcontractors will maintain this 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.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Augusta shall be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Various Professional Liability/Errors and Omissions coverages for the following services:  
**Profession/Service Limits**  
Health Care Practitioner (to include Dentists, \$1,000,000 per claim, \$3,000,000 aggregate Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$2,150,000 per occurrence, \$4,250,000 aggregate  
(Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15).

**Q. 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. 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, 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.

- R. NONDISCRIMINATION OF CONTRACTORS:** A Offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- S. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent that the County has appropriated funds that are legally available or may hereafter become available for the purpose of this agreement.

#### **X. SPECIAL TERMS AND CONDITIONS**

- 1. ADDITIONAL SERVICES:** In the event that the County requires additional services of a similar nature as those included in the scope of services in this solicitation, the Contractor shall provide the County with a written estimate of the total costs to complete the work required. If the County determines that the estimated price is not fair and reasonable, it has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the County reserves the right to obtain additional quotes from other Contractors.
- 2. AVAILABILITY OF FUNDS:** It is understood and agreed by the Offeror that any resultant contract or extension of the contract period shall be governed by the availability and appropriation of funds.
- 3. CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 4. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the County's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

5. **REJECTION OF PROPOSALS:** The County reserves the right, at any time prior to award of the contract, to reject any and all proposals, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections, or additions to the information contained herein.
  
6. **CONTRACT PERIOD:** The County expects to award a Professional Services Contract from this solicitation for a one (1) year term under the terms and conditions of this RFP. The County reserves the right to do additional one (1) year annual renewals up to a total of five (5) years. The awarded Contractor and the County shall negotiate pricing and changes in the scope of services, and agree in writing, should the County determine to renew the contract.