



Loudoun County, Virginia

REQUEST FOR PROPOSAL

VETERINARY SERVICES

ACCEPTANCE DATE: Prior to 4:00 p.m., March 30, 2015 "Atomic" Time

RFP NUMBER: RFQ-179

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

Requests for information related to this Proposal should be directed to:

Philip R. Butterfass, CPPB,

Contracting Officer

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This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: March 4, 2015

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE
CONTACT THIS DIVISION AS SOON AS POSSIBLE .
REQUEST FOR PROPOSAL

VETERINARY SERVICES

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Prepared By: Philip R. Butterfass, CPPB Date: March 4, 2015
Contracting Officer

VETERINARY SERVICES

1.0 PURPOSE

The purpose and intent of this Request for Proposal (RFP) is to establish a Contract with one (1) qualified Contractor to provide professional veterinarian services for Loudoun County Department of Animal Services (LCAS or Animal Services) as defined in the Scope of Services contained herein.

These services will be provided at the Animal Shelter, located at 39820 Charles Town Pike, Waterford, Virginia 20197 as well as at offsite locations defined by LCAS. These services are necessary to comply with state and federal laws, and to provide the high level of care to pets in the care of LCAS.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It is the offeror'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 RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this Contract:

- A. Offerors must demonstrate they have been in business providing similar service for at least the last three (3) years to include service to animal shelters and/or rescue groups.
- B. Offerors shall provide a copy of their licensure to practice veterinary medicine in the Commonwealth of Virginia.
- C. Offerors are required to have knowledge or experience with all domestic animals including exotic small mammals and large animals including horses, poultry and livestock.

4.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

4.1 In-Shelter Veterinary Services

LCAS requires two (2) modes of in-shelter service as part of this Contract, defined in detail below. All veterinarian services billed under this Contract must be accompanied by a LCAS Illness/Injury Form for each animal.

- Emergency Veterinary Services which includes emergency care of shelter animals, 24 hours-a-day, 7 days-a-week, 365 days-a-year.
- Non-emergency or routine care of shelter pets housed at LCAS.

4.1.1 Emergency Veterinary Services (Location: Contractors Veterinary Office)

- Provide immediate medical care to sick or injured animals housed at the County animal shelter or that are under the shelter's foster care program at the Contractor's office location or other agreed upon location.
- May include off-site Animal Control investigations or large scale response to animal related emergencies or animal seizures.
- Emergency care must be available to shelter animals, 24 hours-a-day, 7 days-a-week, 365 days-a-year. Contractor agrees to consult Animal Services staff, in advance, on all matters regarding the emergency care of shelter animals.
- Comprehensive record keeping of all LCAS interactions is required, including notation of treatment and authorizing LCAS agent, date and time.
- All treatment, diagnosis, medication prescription, etc. are to be documented and provided to LCAS staff.

4.1.2 Non-Emergency or Routine Services (Location: LCAS)

- Provide non-emergency care at the shelter facility for individual animals or the general shelter population. Visits to LCAS in Waterford, VA should not exceed more than two (2) hours per week on average, unless otherwise agreed upon by both parties. Weekly visits will be scheduled for a mutually agreeable days and times. Inability of the Contractor to provide service on agreed hours will result in rescheduling of the visit(s) within the same week.
- Comprehensive record keeping of all LCAS interactions is required, including notation of treatment and authorizing LCAS agent, date and time.
- All treatment, diagnosis, medication prescription, etc. are to be documented and provided to LCAS staff.

- Includes all medications prescribed in the treatment of shelter pets. Medications selected for treatment of injury, illness or disease shall be chosen based on their high level of efficacy, short duration, and minimal dose frequency.
- LCAS requires consultation on a myriad of medical issues. Contractor agrees to provide medical consultation* by a license Veterinarian on topics including, but not limited to:
 - Pharmaceuticals
 - Treatment & Follow up – Contractor agrees that all subsequent consultations, document review or follow up health concerns related to a previously treated animal will be included in the emergency or non-emergency charge until such animal presents with an unrelated symptom or requires a new diagnosis.
 - Disease Management and Prevention
 - General Care
 - Supportive Care

**The consultations may occur over the phone or in person.*

4.1.3 Veterinarian Oversight

- Provide veterinarian oversight of LCAS use and purchase of vaccines and controlled substances such as euthanasia and tranquilizing agents, including purchase authorization.
- Provide a direct-buy stock of medication frequently used to treat common shelter illnesses. Medication to be prescribed by Veterinarian and stored at Contractor's office.

4.1.4 Contractor must have the capability to act as LCAS' supervising veterinarian and all the necessary licensure for any and all vets associated with Contract must be made available immediately upon request.

4.1.5 Contractor shall establish formal evaluation and quality control procedures to monitor each facet referred in the final Contract. The evaluation and quality control procedures must provide sufficient information to allow the County's administrators to monitor the program's progress and effectiveness. The County administrators will use the quality control report to evaluate the effectiveness of the program on an annual basis.

4.1.6 Contractor shall be available for consultation with County staff on an as needed basis 24 hours a day, 7 days a week, 365 days a year.

4.1.7 Contractor shall be available to receive and treat sick or injured animals, 24 hours a day, 7 days a week, 365 days a year.

- 4.1.8 Contractor shall accept after hours drop off of domestic animals at the Contractor's location should the shelter be closed,

5.0 TERMS AND CONDITIONS

The Contract with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non-negotiable.**

5.1 Procedures

The extent and character of the services to be performed by the Contractor will be subject to the general control and approval of the Director of Animal Services or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Director of Animal Services or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

5.2 Term

The Contract shall cover the period from April 15, 2015 through April 14, 2016 or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by the parties or as may be required by law, any renewal will be based on the same terms and conditions as the initial term with the exception of price or rates. Initial rates and subsequent renewal rates are guaranteed for a minimum of twelve (12) months.

Any request for a change in Unit Price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (I.E. Change in Manufacturers' price, etc.)

The request must be received at least 30 days prior to the effective date and will become effective only upon approval by the County Purchasing Agent. The increased Contract unit price will not apply to orders received by the Contractor prior to the effective date of the approved increase. The County Purchasing

Agent may cancel, without liability to either party, any portion of the Contract affected by the requested increase and any materials, supplies or services delivered at the time of such cancellation.

5.3 Delays and Delivery Failures

The Contractor must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor will reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance will be deducted from the balance as payment.

5.4 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

5.5 Business, Professional and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

5.6 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

5.7 Insurance

A. The Contractor will be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor

assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Contractor and all subcontractors shall, during the continuance of the work under the Contract, provide the following liability insurance:

1. Workers' Compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.
4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Contractor resulting from any action or operation under the Contract or in connection with the contracted work.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy

1. Workers' Compensation:
Coverage A: Statutory
Coverage B: \$100,000

- 2. General Liability:
 - Per Occurrence: \$1,000,000
 - Personal/Advertising Injury: \$1,000,000
 - General Aggregate: \$2,000,000
 - Products/Completed Operations: \$2,000,000
 - Fire Damage Legal Liability: \$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

- 3. Automobile Liability:
 - Combined Single Limit: \$1,000,000
- 4. Professional Liability:
 - Per Occurrence: \$1,000,000
 - General Aggregate: \$1,000,000

D. The following provisions shall be agreed to by the Contractor:

- 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

- a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
- b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended

reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability or Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
 - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
 - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
 - a. The Contractor will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
 - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County by the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
 - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance will not relieve the Contractor of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor will assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Contractor should exercise precaution at all times for the protection of Persons (including employees) and property.
- G. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- I. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

5.8 Hold Harmless

The Contractor shall, indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, and suits of any nature (specifically including reasonable attorney's fees and defense costs of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable standard of care by the Contractor and or its subcontractors. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. This section will survive the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

5.9 Safety

All Contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

5.10 Notice of Required Disability Legislation Compliance*

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

5.11 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

5.12 Employment Discrimination by Contractors Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.13 Drug-free Workplace*

Every Contract of over \$10,000 shall include the following provisions:

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 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 purpose 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 a controlled substance or marijuana during the performance of the Contract.

5.14 Faith-Based Organizations*

The County does not discriminate against faith-based organizations.

5.15 Immigration Reform and Control Act of 1986*

By entering this Contract, 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.

5.16 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous

at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

The Contractor will have all employees working at County sites wear a uniform and have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

5.17 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

5.18 Exemption from Taxes*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor will not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor will be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

5.19 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor will not accept credit card orders or payments.

Contractor shall submit invoices at the end of each calendar month, such statement to include a detailed breakdown of all charges, which should be based on completion of tasks or deliverables for the period of time being billed and shall include progress reports.

Each invoice shall include at a minimum the animal identification number, date of the service and shall be itemized to include each and all service and supplies used in the treatment of the animal.

The Contractor shall submit a summary invoice once each month accompanied by identifying paperwork for each animal/service listed in the summary.

Invoices shall be submitted to:

County of Loudoun, Virginia
Loudoun County Animal Services
39820 Charles Town Pike
Waterford, VA 20197

Upon receipt of invoice and final inspection and acceptance of the equipment and/or service, the County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest will accrue at the rate of one percent (1%) per month for any late payments.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

5.20 Payments to Subcontractors *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

5.21 Assignment*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

5.22 Termination

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

A. Termination for Convenience

The County may terminate this Contract for convenience at any time, in which case the parties will negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor will not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract will be canceled and, to the extent permitted by law, the Contractor will 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.

5.23 Contractual Disputes*

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, return receipt requested, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent will reduce his/her decision to writing and mail via U.S. mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision will be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County

Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Contractor may institute any legal action against the County until all statutory requirements have been met. Each party will bear its own costs and expenses resulting from any litigation, including attorney's fees.

5.24 Severability*

In the event that any provision is adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling will not invalidate the entire Contract but will pertain only to the provision in question and the remaining provisions will continue to be valid, binding and in full force and effect.

5.25 Governing Law/Forum

This Contract will be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waive service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

5.26 Notices

All notices and other communications hereunder will be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
ATTN: Philip R. Butterfass
1 Harrison Street, SE
Leesburg, Virginia 20175

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

5.27 Authority to Transact Business in Virginia*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.28 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

5.29 Confidentiality

A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. 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.

The Contractor understands that the County, or others, may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement will be considered confidential, during and following the term of this Contract, and will not be divulged without the

Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Contract may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

5.30 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

5.31 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

5.32 Background Checks

The Contractor will obtain background checks on all personnel who will be assigned to County buildings working in any capacity including supervision. The background check MUST be completed and received by the County Contract Administrator before any personnel can work on County property.

The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the Contract Administrator a list of persons who may work at County properties so that replacements can be quickly made. Should a replacement take longer than twenty-four (24) hours, this may be cause for termination of the Contract. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of County property and the Contractor may not bill the County for any hours worked. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a

felony during his or her employment. After initial background checks have been made, they must be done annually for any person working at County sites after one (1) year. Failure to obtain background checks as specified can result in termination of the Agreement.

5.33 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.

5.34 Survival of Terms

Upon discharge of this Contract, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

5.35 Non-Waiver

No waiver of any provision of this Contract will constitute a waiver of any other provision nor will any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors shall include with their proposal, a statement on the following:

- 6.1 Cost (**FOR SHORTLISTED FIRMS ONLY**) (30points)
- 6.2 Qualifications of key personnel to include qualifications, certifications, licenses, specialized expertise information, specific years of Veterinary experience and resumes (with name, title, education and experience, including prime and backups) for the personnel that will be assigned to provide services under the contract. (20 points)
- 6.3 References that demonstrate offeror's experience working with animal sheltering organizations and/or animal rescues and demonstrated knowledge of animal shelter medicine. Offerors must provide a list of animal shelters and/or rescues to which they provide similar service. This list should include the name, address and phone number of the animal shelter or rescue. Additionally, the offeror should provide the number of years of service and a detailed description of their experience in animal shelter medicine. (20 points)
- 6.4 Compliance with Terms and Conditions (10 points)
- 6.5 Ability to meet or exceed the scope of services provided herein (20 points)
Provide documentation on how your firm plans to meet or exceed the requirements in the scope of services.

The PAG will collectively develop a composite preliminary rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interview with only the top ranked offerors, usually the top two (2) or three (3) depending upon the number and quality of the proposal received. If an offeror is selected for interview and subsequent discussion, that offeror must submit the required pricing form containing a non-binding estimate of the cost of services. These forms, provided in the original solicitation, must be submitted to the County within one (1) working days of notification. During the interview process and discussion stage, the non-binding price proposals and costing data sheets can be discussed. Once these interview and discussions are complete, the PAG will finalize the rankings.

Final negotiations for a binding estimate of cost will begin with the top ranked firm. If a Contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations will be terminated with the top ranked firm and negotiations will be conducted with the next ranked firm, and so on. The PAG will

conduct all subsequent negotiations and will make a recommendation for Contract award.

7.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

7.1 Cost Evaluation documentation begins on page 34.

7.2 Provide qualifications, certifications, licenses, specialized expertise information, specific years of veterinary experience and resumes (with name, title, education and experience, including prime and backups) for the personnel that will be assigned to provide services under the contract. Responses to include, but not be limited to, the following:

- A. Head Veterinarian for Organization.
- B. Veterinarian who will be visiting facility.

7.3 References

Offerors will be evaluated on past performance with other animal shelters or rescue groups. The list shall include the name of the organization; name, address, phone number and title of the organization's representative for whom work was provided and inclusive dates contract was provided. Reference should be provided from organizations for which the personnel planned for this Contract have provided the work. Failure to include references will be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

7.4 Compliance with Terms and Conditions

- A. Provide a statement of compliance with the Terms and Conditions as stated in Section 5.0 above.
- B. For any deviations, provide detailed justification. (No deviations shall be taken to those clauses marked with an asterisk (*). In addition, the County will not entertain any proposals requiring the County to indemnify or hold harmless any firm or third party.)

7.5 Minimum Qualification Documents

7.6 Signature Page and Checklist

7.7 Proof of Authority to Transact Business Form

7.8 Rider Clause Form

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

8.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- B. Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.
- D. All proposals shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on March 30, 2015. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be submitted via one of the following options: US Mail to PO Box 7000, Leesburg, Virginia 20177-7000; or hand delivered or private carrier (UPS/FedEx) to the Division of Procurement, 1 Harrison Street, S.E., 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted. (Please note: Bidders choosing to submit bids via US Mail should allow at least an additional twenty-four (24) hours in the delivery process for internal County mailroom distribution.).
- H. Each offeror shall submit one (1) original and four (4) copies of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

8.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact

with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions must be received at least ten (10) days in advance of the proposal opening date. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

8.3 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials to be protected, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

8.6 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

8.7 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries will be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

8.8 Authority to Bind Firm in Contract

Proposals **MUST** give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

8.9 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.10 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task will be estimated by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the offeror to complete its task.

8.11 Subcontractors

Offerors shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected, the offeror may replace that subcontractor with another subcontractor subject to the approval of such contractor by the County. Any such replacement will be at no expense to the County nor will it result in an extension of time without County approval.

8.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

8.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the Contract to best serve the interest of the County. Informality means a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

8.14 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal may, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract was awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

8.15 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services will be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

8.16 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

8.17 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

8.18 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful firm will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted may be notified in writing.

8.19 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in the case of a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

8.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the

State Corporation Commission. 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

8.21 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

8.22 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

8.23 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

8.24 Legal Action

No offeror or potential offeror may institute any legal action until all statutory requirements have been met.

8.25 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor
P.O. Box 7000
Leesburg, Virginia 20177-7000

9.0 VETERINARY SERVICES

THE FIRM OF: _____

Address: _____

FEIN _____

Hereby agrees to provide the requested services as defined in Request for Proposal No. RFQ-179 for the price as stated in the price proposal.

A. Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the offeror to ensure that it has received all Addenda and to include signed copies with their proposal (8.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form: (page 34)	_____
4. Minimum Qualification Documentation: (Sect 3.0)	_____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (8.8): _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ-179

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

Other _____

SERVICE RESPONSE CARD

RFQ-179

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS:

Thank you for your response!
We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

Appendix A. LCAS Pricing Schedule (for any services or medications not outlined below, prices will be pre-determined and agreed upon by both parties) FOR SHORTLISTED FIRMS ONLY-DO NOT SUBMIT WITH INITIAL PROPOSAL RESPONSE.

Item Number	Item Description	Est. Qty	Unit Price	UOM
Section 1: Routine and Emergency Services				
1	<p>Shelter Visits: To provide veterinary care examinations and treatment to shelter pets 2 times per week. The visit shall include a 2 hour minimum visit for examination, prescription, documentation of visit, diagnosis/recommendations and rabies vaccination of County owned dogs and cats. There will be no additional fees for follow-up phone consultation with LCAS staff regarding animals seen during visit. Visits shall include trip fees all inclusive. Should the Contractor stay longer than 2 hour minimum, please indicate cost per hour.</p>	2 visits per week	\$ _____ 2 hr. minimum	Per Visit
2	<p>Office Visits and Exam Services: For animals in the custody of LCAS in need of medical treatment on non-veterinary visit days or after normal business hours. LCAS staff shall bring the animal to the Contractor's office. Animal Control Officers may also bring injured, sick or seized animals directly to the Contractor's office for examination, evidence collection, and/or treatment. Emergency response time of licensed veterinarian may not exceed 45 minutes after initial call from County employee.</p>	40 per month	\$25.00 Normal Exam \$50.00 After 8:00 PM/Holidays	Per Visit
3	<p>Phone/In-person Consultation: Provide consultation by a licensed veterinarian and/or licensed veterinary technician, when appropriate to LCAS staff via phone or in person regarding shelter medicine, Animal Control case work, disease prevention, etc. Phone consultations charges do not include follow up guidance regarding a previously treated animal unless the animal presents with an unrelated symptom or requires a new diagnosis.</p>	15 per month	\$ _____ per 15 minutes	Per 15 minute intervals

4	<p>Euthanasia Training and Oversight: Provide euthanasia training and oversight, including controlled substances such as euthanasia, tranquilizing agents, and purchase authorization. Provide staff training in the administration of euthanasia and tranquilizing drugs, including best practices on an as needed basis. LCAS has approximately 25 euthanasia certified staff.</p>	2 annually	<p>\$ _____ per training session</p> <p>\$ _____ annual purchase authorization</p>	per hour
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Section 2: Additional Lab Testing and Diagnostics

1	Mini Blood Panel	1	\$ _____	per panel
2	Full Blood Panel	1	\$ _____	per panel
3	Skin Scrape	1	\$ _____	EA
4	Ear Cytology	1	\$ _____	EA
5	4DX/Combo Testing	1	\$ _____	EA
6	Urinalysis with Specific Gravity	1	\$ _____	EA
7	Fecal Sample (laboratory)	1	\$ _____	EA
8	Fungal Culture	1	\$ _____	EA
9	Radiographs	1	\$ _____	EA

Section 3: Additional Routine and Emergency Procedures - to include anesthesia

1	Cherry Eye Surgery	1	\$ _____	EA
2	Eye Enucleation	1	\$ _____	EA
3	Fracture Repair	1	\$ _____	EA
4	Laceration Repair (low and high)	1	\$ _____	EA
5	Mass Removal (low and high)	1	\$ _____	EA
6	Rabbit Spay/Neuter	1	\$ _____	EA
7	Feline Dental Cleaning with Extraction	1	\$ _____	EA
8	Canine Dental Cleaning with Extraction	1	\$ _____	EA
9	Feline Dental Cleaning without Extraction	1	\$ _____	EA
10	Canine Dental Cleaning without Extraction	1	\$ _____	EA
11	Euthanasia (1-25lbs)	1	\$ _____	EA
12	Euthanasia (25-50 lbs)	1	\$ _____	EA
13	Euthanasia (50+ lbs)	1	\$ _____	EA
14	Umbilical Hernia Repair	1	\$ _____	EA
15	SQ Fluids	1	\$ _____	EA
16	Sedated clip/groom	1	\$ _____	EA
17	Abscess/Wound Repair	1	\$ _____	EA
18	Dewclaw removal	1	\$ _____	EA

Section 4: Prescription Medications - generic medication requested whenever possible (Provide a stock of medication frequently used to treat common shelter illnesses. Medication to be prescribed by Veterinarian and stored at Contractor's veterinary office)

1	Acepromazine	1	\$ _____	PRN
2	Albon	1	\$ _____	PRN
3	Amoxicillin	1	\$ _____	PRN
4	Animax	1	\$ _____	PRN
5	Baytril	1	\$ _____	PRN
6	Betagen Spray	1	\$ _____	PRN
7	Cephalexin	1	\$ _____	PRN
8	Cerenia	1	\$ _____	PRN
9	Cestex	1	\$ _____	PRN
10	Clavamox	1	\$ _____	PRN
11	Dexacidin	1	\$ _____	PRN
12	Doxycycline	1	\$ _____	PRN
13	Drontal	1	\$ _____	PRN
14	FortiFlora	1	\$ _____	PRN
15	Guaifenesin	1	\$ _____	PRN
16	Ivermectin	1	\$ _____	PRN
17	Lime Sulfur Dip	1	\$ _____	PRN
18	Metacam	1	\$ _____	PRN
19	Metronidazole	1	\$ _____	PRN
20	Mirtazapine	1	\$ _____	PRN
21	Nizoral	1	\$ _____	PRN
22	Neo Predef Powder	1	\$ _____	PRN
23	Nuflor	1	\$ _____	PRN
24	Panacur	1	\$ _____	PRN
25	Otomax	1	\$ _____	PRN
26	Ponazuril	1	\$ _____	PRN
27	Pepcid	1	\$ _____	PRN
28	Prednisone	1	\$ _____	PRN
29	Rimadyl	1	\$ _____	PRN
30	Simplicef	1	\$ _____	PRN
31	Terramycin	1	\$ _____	PRN
32	Temaril-P	1	\$ _____	PRN
33	Tobramycin	1	\$ _____	PRN
34	Tramadol	1	\$ _____	PRN
35	Veraflox	1	\$ _____	PRN
36	Viralys	1	\$ _____	PRN
37	Dispense Fee	1	\$ _____	EA



Animal Illness/Injury Form

LCAS Animal ID Number: _____ Kennel: _____

Date In: _____ Date Available: _____ Name: _____

Breed: _____ Color: _____ Sex: _____ Age: _____

Weight: _____ Temp: _____ Description of Illness/Injury: _____

Faxed to VET on Date: _____ Time: _____ By: _____

Reason for Report (circle one):

- A) Animal to be Delivered to VET B) In Shelter Exam Requested
C) Meds Only Requested D) Other: _____

VETERINARIAN EXAM REPORT

Date: _____ Was Animal Examined? YES NO Treating Vet: Dr. _____

Diagnosis: _____

Specific Treatment/Medication Prescribed: _____

Recheck Needed? NO YES If yes, date: _____

Prognosis of Animal: _____ Is medical euthanasia recommended? _____ (When answering, please bear in mind the above referenced "date available" (in terms of prolonged suffering) as well as the animal's likely tolerance of required medicating)

Veterinarian Signature: _____ Date: _____

FOR LCACC USE

Illness Report Submitted by: _____ Date: _____ Reviewed by: _____
Date: _____

Report Sent to Vet: (date) _____ OR Hold for further observation