

COUNTY OF LANCASTER, VIRGINIA
REQUEST FOR PROPOSALS
REASSESSMENT OF REAL ESTATE VALUES

The County of Lancaster, Virginia is soliciting proposals from qualified individuals or firms to conduct a complete general assessment of real property in the county during the period of January through December 2018 to be effective January 1, 2019. The successful contractor will be subject to the terms, covenants and conditions set forth by the County of Lancaster.

Eight (8) sealed proposals must be received by the County Administrator's Office at 8311 Mary Ball Road, Lancaster, Virginia 22503, by no later than 5:00 p.m. on Monday, October 30, 2017 to be considered. Firms interested in being considered may obtain a copy of the RFP specifications by contacting the County Administrator's Office at the aforementioned address; (804) 462-5129 or from the county's web site www.lancova.com. The county may waive informalities in proposals.

The selection of the requested services shall be made per the competitive negotiation process under the Virginia Public Procurement Act.

Inquiries shall be directed to Frank A. Pleva, County Administrator, at the address or telephone number listed above or at fpleva@lancova.com. EEO.

Responses to the RFP shall address each of the specifications listed below:

- A. The Contractor shall provide a complete reassessment of all real property located in Lancaster County, Virginia, during the period of January 2018 through December 2018 to become effective on January 1, 2019 and hereby agrees to provide such reassessment in accordance with criteria provided by County. The assessor agrees to prepare all assessments at one hundred percent of fair market value, as required by State law, and in keeping with good assessment practice for this type of program. The Assessor agrees that all assessments shall be based on a thorough study of recent market sales in the County, with due consideration given to construction cost, road or water frontage and rental data, where available and applicable.

The Assessor will be responsible for producing his/her own sales ratio study. He/she will be welcome to use county records and a listing of sales will be provided by the Commissioner of Revenue's Office.

The Assessor will furnish to the Commissioner of the Revenue his/her assessment guide to assist the Commissioner's personnel in their duties.

The reassessment shall begin after the contract is awarded and shall be completed by December 31, 2018.

- B. The Contractor shall comply with **Appendices A, B, and C** of this RFP and:

1. Provide a complete reassessment of all real property, (approximately 14,658 parcels) during the period of January 2018 through December 2018 to become effective on January 1, 2019.
2. Provide all necessary personnel and office space. Provide all vehicles and fuel necessary for inspection or reinspection of properties.
3. Be available, upon request, for a period of eight weeks for any necessary review hearings with the Board of Equalization upon completion of reassessment and notification of property owners.
4. Provide Worker's Compensation insurance for all its employees and certification to the County Administrator.
5. Conduct and prepare a Comprehensive Sales Data Report.
6. The Contractor shall appraise, code, and provide entry into Bright Assessment System for all parcels in the County. A parcel is defined as each line used on the Land Book.
7. The Contractor shall enter all field card data into the County computer system with knowledgeable and competent clerical staff that the Contractor provides.
8. The Contractor shall provide a competent and qualified expert witness in the field of real estate assessing for court appeals filed within a period of three years following the effective date of the reassessment with out additional cost to the County.
9. The Contractor shall provide supervision of the clerical staff hired by them to insure that all requirements for completion of the general reassessment are met and to handle citizen inquiries and concerns.
10. All reassessment work will be monitored by the Commissioner of the Revenue. A monthly progress report will be provided to the Commissioner of the Revenue with a copy to the County Administrator. Copies of completed cards (as each map section is worked) will be turned over to the Commissioner of the Revenue to allow certification of payment.
11. Work Format for Contractor
 - (a) The Contractor shall visit each parcel of land, including state owned property and make a complete physical inspection.
 - (b) On each improved property, the main building will be measured and sketched on the property field card and entered in the County's assessment system. A picture will be taken of each main building.
 - (c) The Contractor will conduct an interview with the property owner of each parcel if possible. If no one is there, a doorknob hanger will be left informing the individual of the reassessment and requesting the appropriate information. In

the event information on the property is refused, a notation will be made on the field card and the property will be appraised on the best information available.

- (d) The Contractor will keep a record on the field card of each visit, the date, time, name of assessor and persons interviewed.
- (e) The Contractor shall assess manufactured homes (mobile homes) at the same time, in the same manner, and using the same methods as the real estate where it is installed. The Contractor shall compile and provide to the Commissioner of the Revenue a listing of all Manufactured Homes, herein described as Mfg. homes, assessed by the Commissioner of the Revenue as Personal Property in Lancaster County.

The listing shall include but not limited to the following:

- 1) Name of the owner of the Mfg. home.
 - 2) Name of the Mfg. home
 - 3) The size of the Mfg. home by dimension, length and width.
 - 4) The year of the Mfg. home.
 - 5) Physical condition as Excellent, Fine, Good, Average or Fair.
 - 6) Type of Foundation.
 - 7) List any additions, decks, etc. to the mobile home and their dimensions.
 - 8) County Tax Map Number.
 - 9) A Mfg. Home Tangible Personal Property Record Card shall be created as required by the Commissioner of Revenue.
- (f) The Contractor shall be responsible for assessing all new construction through December 31, 2018. New construction will be noted on the field card and closely coordinated with the Commissioner of Revenue. Each partial assessment will be clearly marked for the Commissioner of Revenue with the percentage complete at the time of visit.
 - (g) The Contractor shall enter all dwelling and land information into the County computer system.
 - (h) The contractor will convert the field card data to computer-based files on each parcel. The cards shall show all information in connection with the construction, age, size, condition, depreciation, of each building or structure. The cards shall also contain an outline or sketch of all major building improvements. The cards shall also display pricing data for each building along with the owner's name, address, legal description and map number.
- 12) The Contractor shall make speakers available for meetings with civic groups or other interested parties as directed by the Board of Supervisors for the purpose of disseminating general information pertaining to the assessment process.

- 13) The Contractor shall provide a manual explaining the method of assessment and any codes, etc. used and their definitions to the Commissioner of the Revenue.
- 14) The Contractor shall proofread every field card for correctness and check against the entry made in the computer after completion of all work. The information shall be loaded into the computer under the real estate assessment screen and this screen shall compute the total assessment.
- 15) In the event of appeals to the Courts, the contractor shall furnish such competent and qualified expert witness or witnesses and supporting evidence as may be required to defend the valuations in question.
- 16) It is specifically understood that the contractor shall furnish said witness or witnesses for all Court appeals filed within three (3) years from January 1, 2019 without additional cost to the County.
- 17) Newly assessed values will be available on an internet web page (either the contractor's or the county's) prior to the contractor's required appeal hearings so that citizens may compare their assessments with those of their neighbors.

C. County shall:

1. Provide any and all forms, office supplies and postage necessary for the assessment.
2. Provide access to all County property files.
3. Provide a complete copy of County tax maps for office use by Contractor.

D. Except as otherwise required herein of expert witnesses in Court, the terms of the agreement shall be for a period of twelve months commencing January 1, 2018 and terminating December 31, 2018 except that the Contractor shall be available for a period of eight (8) weeks for any necessary review hearings with the Board of Equalization, upon completion of reassessment and notification of property owners after December 31, 2018, if necessary.

E. The contract price shall be payable in monthly installments based upon a rate per parcel on which reassessment has been completed during that month, subject to a 10% retainage which will be paid at the completion of the necessary review hearing. The retainage held, plus the balance of the fee, if any, will be paid to the Contractor.

F. Contractor shall at all times faithfully, industriously, and to the best of its ability, experience and talents, perform all of the duties that may be required of and from it pursuant to the expressed implicit terms thereof, to the reasonable satisfaction of the County. Contractor will endeavor to promote good public relations with all tax payers and the general public.

G. The contractor shall be obligated to meet the following anticipated schedule for the completion of the reassessment:

1. Fieldwork completed by Thursday, November 1, 2018.
2. Notices to be mailed to property owners by Thursday, November 15, 2018.

3. Hearings to be held beginning Tuesday, November 20, 2018.
4. Board of Equalization hearings to be held in March 2019.

H. The contractor shall follow the guidelines established below. The contractor acknowledges that deviation from or failure to abide by these guidelines shall be deemed a breach of this agreement for which the contractor shall be responsible:

1. The contractor shall include the inventory and valuation of all non-taxable (exempt) properties.
2. The contractor shall be certified by the Virginia Department of Taxation as Certified Assessor and shall furnish written documentation thereof to the County.
3. There will be no Board of Assessors.
4. There will be a Board of Equalization.
5. The contractor will work with the Board of Equalization when requested to assure a proper and legal reassessment. This will include attending meetings of the Board of Equalization upon their request.
6. The assessor will conduct a Comprehensive Sales Data Report prior to the assessment of any property in Lancaster County. This report must contain a sufficient number of valid real estate sales or transactions from various Districts within the County. The format must be agreed upon by the assessor and the Commissioner of the Revenue. This Comprehensive Sales Data report will be the property of the Office of the Commissioner of the Revenue.
7. The contractor will be responsible to update the County's current assessment system (BAI/Bright and Associates, Inc.) with all new values, drawings, etc.
8. The computer-generated cards will be designed so as to show all items of information in connection with the use, construction, exterior finish, interior finish, roofing, and other general features such as year built, number of rooms, foundation, floors and porches, number of bathrooms, basement size, central heat, air conditioning, carport and garage. All information must be recorded on the record card.
9. The frontage and depth used to arrive at the square footage shall be listed for each dwelling and building. The summary of building shall also include the use of the dwelling or commercial building, rate, construction and any physical functional, or economic obsolescence as well as any adjustment. It shall list the fair market value of each.
10. The contractor shall appraise all new construction and additions during the term of this agreement, and key in same in the assessment system.
11. Each dwelling or commercial building shall be visited by the assessor. If the owner cannot be reached, a call-in or mail-in notification card will be left to notify the property owner that his/her property is being appraised. The card will be supplied by the assessment company. (The cost to be reimbursed with Section III C. of this proposal.)

12. The assessor shall instruct the Commissioner of the Revenue and his/her staff in the methods and procedures used during the reassessment program and leave with them a schedule to be used until the next reassessment.
13. The assessor shall be responsible for making complete exterior inspections, which shall include measuring and sketching taxable and non-taxable real property with other major building improvements. All information shall be properly recorded in the mass assessment computer system by the contractor.
14. In assessing all apartment units, designed or redesigned for such occupancy, the assessor shall take into consideration appliances and fixtures designated as real property.
15. The assessor shall provide a field sheet on all single unit mobile homes and on double-wides classified as personal property. The Commissioner of the Revenue shall be informed of certain information such as owner, make, model and year, size and condition and the map and parcel number of each. A picture will be provided of all single-wide mobile homes and double-wides classified as personal property. All modular homes shall be considered real property and properly measured, listed, appraised and keyed in mass assessment system. Double-wides shall be assessed as real property or as personal property depending on previous classification by the Commissioner of the Revenue.
16. In assessing farmland and woodland, the assessor shall identify for the Commissioner of the Revenue the number of acres that are open, wooded, cut-over, swamp-land, tillable, pasture, forest, and/or conservation easements and whether the property is commercial or industrial, and the fair market value of each.
17. If the assessment sheets are not completed to the satisfaction of the Commissioner of the Revenue, the County Administrator shall be notified and payment for parcels involved shall be withheld until the assessment cards/sheets are correctly completed.

APPENDIX A

LANCASTER COUNTY, VIRGINIA

BID OR PROPOSAL CONDITIONS

IMPORTANT! READ CAREFULLY BEFORE MAKING BID OR PROPOSAL

1. A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of sixty calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.

2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected when it is determined that it is in the best interest of the County to do so. The reasons therefor shall be made a part of the contract file. Any bid which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the County.
3. If more than one bid or proposal received is for the same total amount or unit price, quality and service being equal, the tie bidders shall be invited to resubmit written bids below the original bid and the award shall be made to the bidder with the lowest price.
4. If the lowest acceptable bid exceeds available funds, the County may negotiate with the bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.
5. Except in the case of an emergency affecting the public health safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.
6. No contract other than one for the professional services of an accountant, architect, land surveyor, landscape architect, attorney, doctor of medicine or optometry or professional engineer, shall be awarded for a period in excess of three years.
7. With the following exceptions procurement documents are subject to the Virginia Freedom of Information Act:
 - A. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be opened to public inspection.
 - B. Bid and proposal records shall be opened to public inspection only after award of the contract. Any bidder or offeror may be allowed to inspect the bid or proposal records prior to award unless the County decides not to accept any bids and to reopen the contract.
 - C. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information. Any such request must identify what is to be protected and state the reasons therefor.
8. Any bidder or offeror submitting a proposal to the County subjects himself to the decision of the administrator or the public body as to the quality of what is offered, responsiveness of the bid, responsibility of the bidder, and the qualifications of any offeror. The administrator or the public body, as the case may be, in their sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offeror submitting a bid or proposal agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.
9. The County does not accept the responsibility for maintaining a bid list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the County.

10. Once invitations to bid or requests for proposal have been advertised, should a prospective bidder find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the specified contact person who will send written instructions to all bidders. The County will not be responsible for any oral instructions.
11. The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
12. The administrator may at his sole discretion require a bid, performance or payment bond in any procurement solicitation. The requirement for such bond shall be clearly stated in the bid documents.
13. By submitting a bid or proposal, the offeror agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offeror from the responsibility of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offeror to request additional compensation.
14. The firm, corporate or individual name of the bidder or proposer must be signed in ink in the space provided for the signature on the page following these conditions. In the case of a corporation the title of the officer signing must be stated and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm."
15. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.
16. Pursuant to an invitation to bid, the project will be awarded to the lowest responsive and responsible bidder, as those concepts are defined in Section 2.2-4301 of the Code of Virginia of 1950. When competitive sealed bidding is used the following factors shall be considered in addition to price when determining the lowest responsive and responsible bidder:
 - A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - D. The quality of performance of previous contracts or services;

- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - F. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service.
 - G. The quality, availability and adaptability of the goods or services to the particular use required;
 - H. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
 - I. The number and scope of conditions attached to the bid; and
 - J. Any other condition or criteria included in the request for bids or the instructions to bidders.
17. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in a descending order of importance in determining the most qualified firm or individual:
- A. Any special qualifications or requirements set forth in the proposal documents.
 - B. Qualifications of the project manager and project teams.
 - C. Overall qualifications and experience of firm and any subcontractor to be used.
 - D. Quality of the content of the proposal and its responsiveness to the request for proposal.
 - E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
 - F. The location of the office that will have the responsibility for providing the services and the ability of the proposer to respond quickly to requests or requirements of the County.
 - G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
 - H. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

APPENDIX B

BID DECLARATION

TO THE LANCASTER COUNTY BOARD OF SUPERVISORS:

1. The undersigned hereby declares that he/she/it is the only person/firm interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official of the School Board or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.
2. The undersigned also declares that he/she has carefully examined the invitation to bid specifications and all annexed instructions and contracts and will provide all the required services and will fulfill all the terms of the bid, if selected.

SIGNATURE: _____

PRINTED _____ / _____ TYPED _____ NAME: _____

TITLE: _____

DATE: _____

COMPANY NAME AND ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

-

-

-

-

TELEPHONE: _____

E-MAIL: _____

APPENDIX C

LANCASTER COUNTY, VIRGINIA

GENERAL TERMS AND CONDITIONS

The procurement documents, including Appendix A “General Terms and Conditions,” to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder (**the “Contractor”**) will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are the general conditions that will apply to all procurements done by the Board of Supervisors of the County of Lancaster (**the “County”**).

1. General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the County.

2. Laws of the Commonwealth

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this contract assures the County that it is:
 - 1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 - 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
 - 3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 - 4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
 2. The Contractor will include the provisions of the foregoing subparagraph 2.(B) (1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor; and
- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "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 the provisions of the Virginia Public Procurement Act, 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.

- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, Contractor shall comply with the federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

3. Certifications

The Contractor certifies that:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
2. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
3. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;

4. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
5. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

4. Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

6. Hold Harmless

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

7. Assignment

The contract may not be assigned, sublet, or transferred without the written consent of the County.

8. Default

In the case of default or breach by the Contractor or the failure of the Contractor to deliver the services in conformance with the specifications in the contract the County shall give written notice to

the Contractor specifying the manner in which the contract has been breached. If the County gives such notice of breach and the Contractor has not corrected the breach within fifteen days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

9. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.

10. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this contract.

11. Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$100,000, the Contractor shall furnish to the County the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

12. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

0. within seven days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
0. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
0. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and Contractor on all amounts owed by the Contractor that

remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.

- d. include in its contracts with any and all subcontractors the requirements of a, b, and c. above.

13. Liability Coverage

In addition to that which may be expressly stated in the procurement announcement documents prepared by the County, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of at least A:V1. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' notice prior to cancellation or other termination of such insurance.

14. No Waiver

Any failure of the County to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

15. Termination

The County may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

16. Choice of Law

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

17. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by registered mail to the addresses set forth in Paragraph 19 of this Appendix shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of,

relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Lancaster County or in the U.S. District Court, Eastern District.

18. Severability

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

19. Notices

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the County shall be sent to:

Mr. Frank A. Pleva.
County Administrator
County of Lancaster
8311 Mary Ball Road
Lancaster, Virginia 22503

Notices to the Contractors shall be sent to:

20. Contractual Claims Procedure

- A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty days after final payment; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its

intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.