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Director of Finance and  
Human Resources

July 18, 2012

Greetings,

Your firm was suggested to us as a qualified signage firm that may be interested in a Request for Quotations (RFQ) being issued by Nelson County, Virginia. Please find enclosed the solicitation for the provision of signage and installation services and the specifications document **RFQ #2012-NCSIGN**. This document is also available for download at [www.nelsoncounty.com](http://www.nelsoncounty.com).

We sincerely hope that your firm will submit a response to our RFQ and we look forward to hearing from you!

Sincerely,

A handwritten signature in cursive script that reads "Candice W. McGarry". The signature is written in black ink and is positioned above the typed name and title.

Candice W. McGarry  
Administrative Assistant/Deputy Clerk  
County of Nelson, Virginia

**PUBLIC NOTICE**  
**NELSON COUNTY BOARD OF SUPERVISORS**  
**REQUEST FOR QUOTES RFQ #2012-NCSIGN**  
**NELSON COUNTY COURTHOUSE & MUNICIPAL CENTER**  
**WAYFINDING & SIGNAGE**

The County of Nelson is soliciting quotes for the provision and installation of interior and exterior wayfinding and signage at its newly constructed courts facility and existing courthouse and municipal center located at 84 Courthouse Square, Lovingson VA 22949.

The County desires to receive quotes from qualified Offerors that understand the project objective and can demonstrate the ability and resources to offer said goods and services. The Offeror must follow the outline and requirements of the RFQ. This is an open invitation issued in accordance with Section 2.2-4300 of the Code of Virginia, whereby the County may select in its sole judgment, the quote that best serves the interests of Nelson County. The County in its sole judgment may select any of the quotes or none of them as a result of the RFQ process.

The RFQ is available on the Nelson County website [www.nelsoncounty.com](http://www.nelsoncounty.com) or by request by calling (434) 263-7000 or emailing [dbowling@nelsoncounty.org](mailto:dbowling@nelsoncounty.org) and [cmcgarry@nelsoncounty.org](mailto:cmcgarry@nelsoncounty.org). Any questions and contact information must be directed in writing via email to: [dthompson@nelsoncounty.org](mailto:dthompson@nelsoncounty.org) and [scarter@nelsoncounty.org](mailto:scarter@nelsoncounty.org) or via fax to 434-263-7004 by 5:00 PM EDT Tuesday July 31, 2012.

Three (3) hard copies of the Offeror's quote should be submitted to the County Administrator's Office, P.O. Box 336 or 84 Courthouse Square Lovingson Virginia, 22949 by **5:00 pm EDT on Friday August 10, 2012** referencing **RFQ #2012-NCSIGN** on the outer envelope. Faxed or electronic responses will not be accepted.

Minority and/or female owned businesses or firms and local County businesses or firms are encouraged to submit quotes. Nelson County is an Equal Opportunity Employer and does not discriminate against Faith Based Organizations.

By Authority of the Nelson County Board of Supervisors



NELSON COUNTY  
REQUEST FOR QUOTE **RFQ #2012-NCSIGN**  
NELSON COUNTY COURTHOUSE & MUNICIPAL CENTER  
WAYFINDING & SIGNAGE  
**Deadline for Quotes: 5:00 p.m. EDT on August 10, 2012.**

**SUBJECT**

Request for Quotes for wayfinding and signage at the Nelson County Courthouse and Municipal Center.

**DESCRIPTION**

The County of Nelson is soliciting quotes for the provision and installation of interior and exterior wayfinding and signage at its newly constructed courts facility and existing courthouse and municipal center located at 84 Courthouse Square, Lovingson VA 22949.

**SUBMISSION REQUIREMENTS**

1. Please provide the following with your quote in addition to the requirements listed on Page 15 of the provided specifications:
  - a. Brief synopsis of your firm and experience in providing the solicited goods and services
  - b. Three references from similar projects your firm has completed
  - c. Warranty information
  - d. Any bulk or sheet discounts provided on materials
  
2. Quotes shall be based upon the specifications provided with the following changes:
  - a. P2 – Qty: A1a/A1b = 7
  - b. P3 – Qty: A2a/A2b = 5
  - c. P5 – Sign Style E3B = Qty: 11
  - d. P6 – Sign Style F2 = Qty: 3
  - e. P8 – Total Group J1-J9 = Qty: 30
  - f. P9 – Sign Style K1 = Qty: 5

**RFQ RESPONSE INSTRUCTIONS**

The RFQ Response should include three (3) printed copies of your Quotation. The original Quotation should be signed by the person authorized to obligate the company. The response should be returned in a sealed envelope or box labeled “ **RFQ #2012-NCSIGN, NELSON COUNTY COURTHOUSE & MUNICIPAL CENTER WAYFINDING & SIGNAGE**” clearly marked on the outside of the package.

### The Quotation should be delivered to:

County Of Nelson  
Attention: Nelson County Purchasing Manager  
84 Courthouse Square  
P. O. Box 336  
Lovington, VA 22949

### Faxed or electronic responses will not be accepted.

1. The deadline for accepting RFQ responses is 5:00 p.m. EDT on August 10, 2012 at the above address. Responses received after that time will be returned unopened. **Quotations may be hand delivered to the above address not later than 4:30 PM on August 10, 2012.**
2. Quotations shall remain subject to acceptance for **30 days** after the due date and pricing should remain in effect for a period of **91 days** from the date of purchase order.
3. Nelson County reserves the right to reject any or all quotations, including without limitation the right to reject any or all nonconforming, non-responsive, incomplete, unbalanced, or conditional quotations, to waive informalities, and to reject the quotation of any respondent if Nelson County believes it would not be in the best interest of Nelson County to make an award to that respondent. Nelson County further reserves the right to reject any one or more items within the quotation response and accept all other items. Nelson County also reserves the right to negotiate for modification of the quotation with the selected respondent to such an extent as may be determined by Nelson County. Nelson County also reserves the right to adjust quantities and request a similar substitute product in lieu of the product bid to the extent as may be determined by Nelson County. Also if, in Nelson County's opinion, a particular product and/or supplier offer distinct advantages over other respondents, Nelson County may award to a respondent that is deemed the most desirable and advantageous from the standpoint of overall value and services even though such quotation may not, on its face, appear to be the lowest price. Distinct advantages may include specifications, shipping and delivery schedule, standardization or overall economy.

### QUESTIONS FROM OFFERORS

4. Questions regarding the RFQ should be sent via email addressed to David Thompson at [dthompson@nelsoncounty.org](mailto:dthompson@nelsoncounty.org) and copied to [scarter@nelsoncounty.org](mailto:scarter@nelsoncounty.org) or faxed to (434) 263-7004, not later than close of business (5:00 PM EDT) on July 31, 2012. Responses to questions will be forwarded to all known potential Offerors.

## SELECTION CRITERIA

1. The County will select, in its sole judgment, the Quotation that best serves the interests of the County. Pursuant to Section 2.2-4359 (D) of the Code of Virginia, the County is not required to furnish a statement of the reasons why a particular Quotation was not deemed to be the most advantageous.
2. The County reserves the right to reject all Quotations if it determines that none is sufficiently responsive to Nelson County's needs.
3. The successful Offeror awarded the contract will be subject to the County's General Contract Conditions as provided herein and shall furnish to Nelson County all working files including applicable EPS/Vector files at the conclusion of the project.
4. Nelson County is an Equal Opportunity Employer and does not discriminate against faith based organizations.



# 2012 Nelson County Courthouse & Municipal Center Wayfinding & Signage Bid Request



# Nelson County Seal



PMS 348 C  
CMYK 96, 2, 100, 12  
RGB 0, 143, 76



PMS Yellow C  
CMYK 0, 1, 100, 0  
RGB 253, 225, 0



PMS 284 C  
CMYK 59, 17, 0, 0  
RGB 117, 172, 218

The County Seal must be Incorporated within All Design Schemes Submitted for this Bid Request



# Exterior - Identification Sign

Qty: A1a/A1b = 6

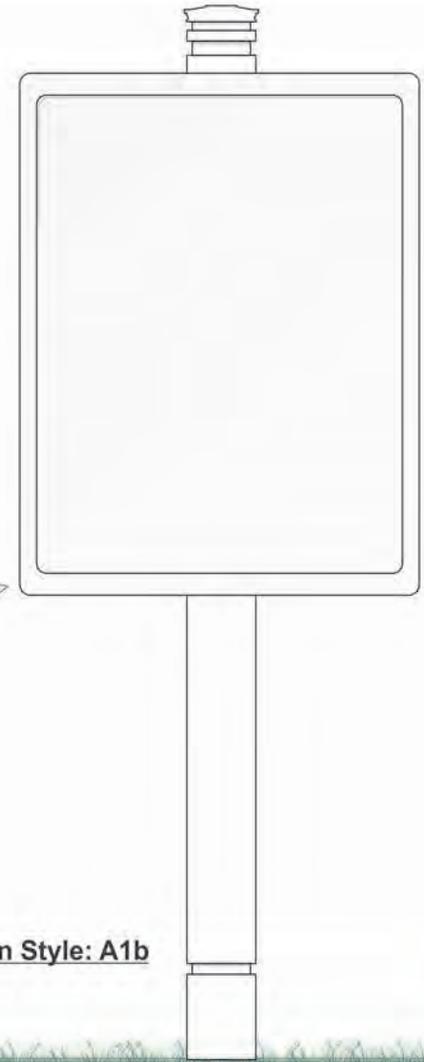


## Aluminum Post & Panel System

Maximum Size: 84"T x 60"W  
Double Sided  
.125 Aluminum Panel  
3.25" Aluminum Posts Painted  
.25" Finishing Trim Top and Bottom of Panel  
Full Color Printed Graphic  
Laminate w/Matte or Low Luster Finish

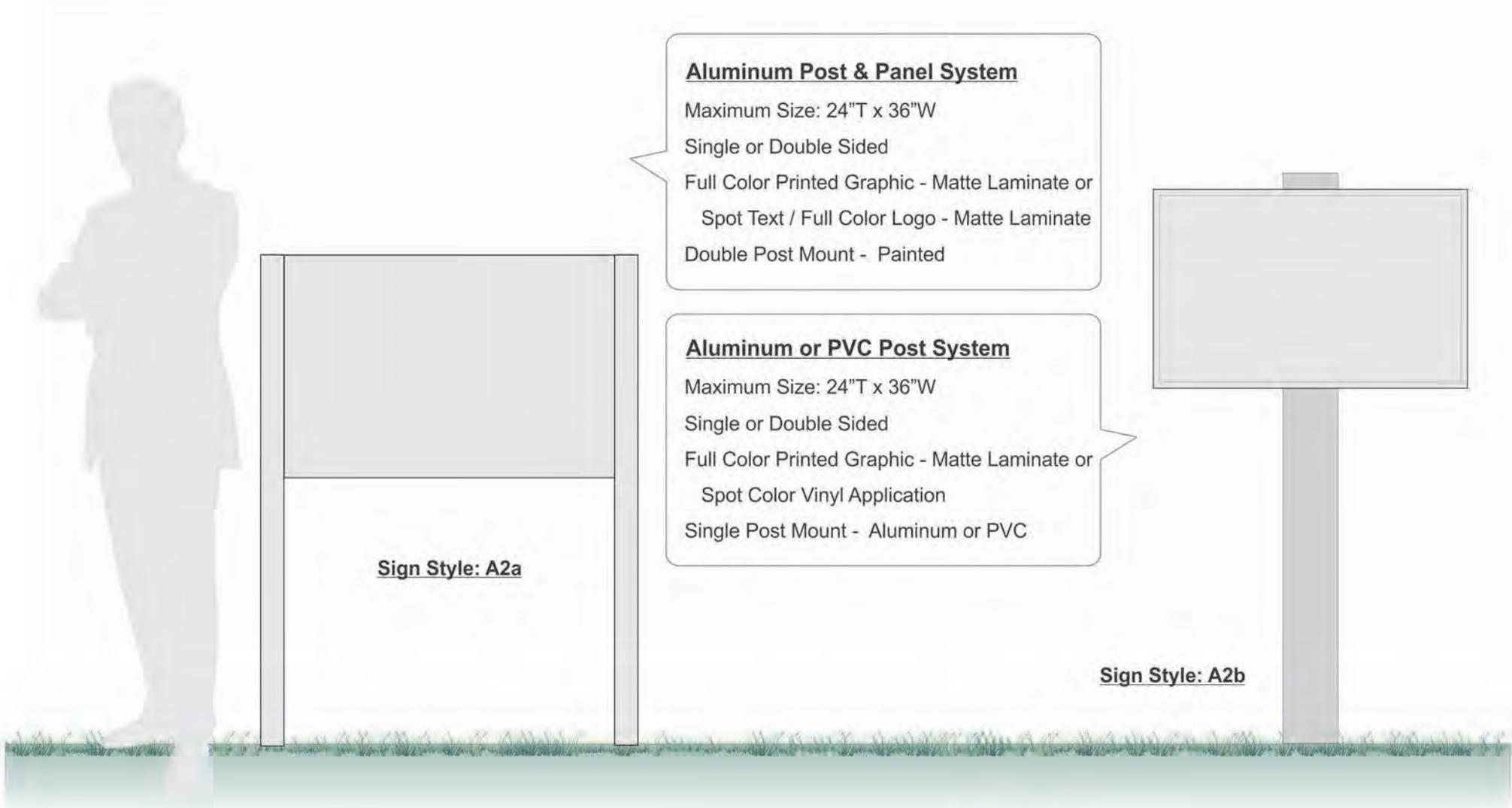
## Custom Post Mount System

Maximum Size: 84"T x 36"W  
Minimum Panel Size: 48"Hx36"W  
Double Sided  
PVC Base, Multi-Layer  
Custom Styled PVC Encased Post  
Spot Color Vinyl Application  
Removable Face for Easy Update



# Wayfinding - Vehicular & Pedestrian

Qty: A2a/A2b = 4

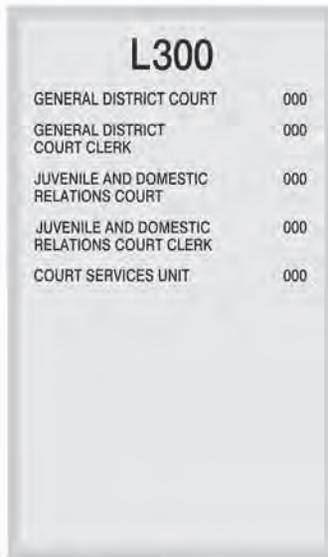


# Interior - Wayfinding

Material Options: Acrylic or Aluminum / Full Color Graphics or Spot Color Vinyl

## Primary Directory

Overall Size = 40"H x 24"W  
Individual Changeable Panels  
-or Changeable Face  
Wall Mounted

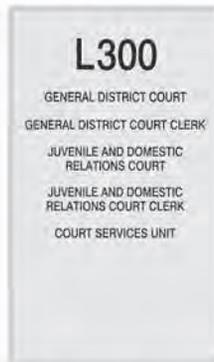


Sign Style: B1

Qty: 12

## Secondary Directory

Overall Size = 30"H x 18"W  
Individual Changeable Panels  
-or Changeable Face  
Wall Mounted



Sign Style: B2

Qty: 19

## Drop Mount- Ceiling Header

Overall Size = 7"H x 44"W  
Double Sided  
Cast Letters  
Suspension Mounted

GENERAL DISTRICT COURT

Sign Style: C

Qty: 7

## Emergency Plan

Overall Size = 16"H x 12"W  
Wall Mounted  
ADA Compliant



Sign Style: D

Qty: 30

# Interior & Exterior - ADA | Restrooms

Material Options: Interior - Acrylic, Polycarbonate or Aluminum

Material Options: Exterior - Aluminum

## Men's Restroom

9"H x 6"W



Sign Style: E1A  
Qty: 3



Sign Style: E1B  
Qty: 3

## Women's Restroom

9"H x 6"W



Sign Style: E2A  
Qty: 3



Sign Style: E2B  
Qty: 3

## Unisex Restroom

9"H x 6"W



Sign Style: E3A  
Qty: 5



Sign Style: E3B  
Qty: 10



# Interior & Exterior - ADA | Information

Material Options: Interior - Acrylic, Polycarbonate or Aluminum

Material Options: Exterior - Aluminum



**No Food or Drink**

**Assisted Listening System**

**No Cell Phones**

9"H x 6"W

9"H x 6"W

9"H x 6"W



Sign Style: F1

Sign Style: F2

Sign Style: F3

Qty: 10

Qty: 2

Qty: 15

# Interior & Exterior - ADA | Room & Entrance Identification

Material Options: Interior - Acrylic, Polycarbonate or Aluminum

Material Options: Exterior - Aluminum



4"H x 6"W  
**Sign Style: G1**



5"H x 7"W  
**Sign Style: G2**



6"H x 8"W  
**Sign Style: G3**

**Total Group G1-G3**  
Qty: 40

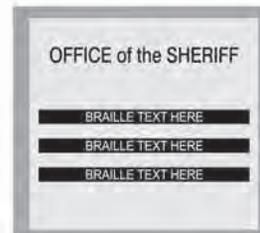


6"H x 8"W  
**Sign Style: H1**



7"H x 9"W  
**Sign Style: H2**

**Total Group H1-H2**  
Qty: 72



8"H x 8"W  
**Sign Style: H3**  
Qty: 24



9"H x 8"W  
**Sign Style: I1**



10"H x 9"W  
**Sign Style: I2**

**Total Group I1-I2**  
Qty: 23

# Interior & Exterior - Room Indicator



Material Options: Interior - Acrylic, Polycarbonate or Aluminum

Material Options: Exterior - Aluminum

Size a: 4"hx10"w

Size b: 2"hx12"w

Size c: 4.25"hx12"w

Samples

MECHANICAL ROOM

MECHANICAL ROOM

MECHANICAL ROOM  
Authorized Personnel Only

NO PUBLIC ACCESS

Sign Style: J1a  
Qty: 3

WATER MAIN ROOM

Sign Style: J2a & J2c  
Qty: 1 & 1

DATA ROOM

Sign Style: J3a or b  
Qty: 2

MECHANICAL ROOM

Sign Style: J4c  
Qty: 3

FILE ROOM

Sign Style: J5c  
Qty: 2

CUSTODIAL

Sign Style: J6a or b  
Qty: 4

DOORS MAY OPEN ON EITHER END  
↔

Sign Style: J7a  
Qty: 2

ELECTRICAL ROOM

Sign Style: J8c  
Qty: 1

STORAGE ROOM

Sign Style: J9 Qty: 4

Total Group J-J9  
Qty: 25

# Interior & Exterior - Fire Information Signs

Material Options: Interior - Aluminum

Material Options: Exterior - Aluminum

Application Options:

Reflective



8"H x 12"W  
Sign Style: K1  
Qty: 4



8"H x 12"W  
Sign Style: K5  
Qty: 1



7.25"H x 10.75"W  
Sign Style: K7 Qty: 6



8"H x 4"W  
Sign Style: K2  
Qty: 12



15"H x 4"W  
Sign Style: K3  
Qty: 30



7"H x 12"W  
Sign Style: K8  
Qty: 4



2.5"H x 12"W  
Sign Style: K4  
Qty: 8



7.25"H x 10.75"W  
Sign Style: K6  
Qty: 1



9"H x 7"W  
Sign Style: K9 Qty: 1

# Interior/Exterior - Sheriff's Office & County Identification Signs

## Material Options: Interior/Exterior - Aluminum



18"H x 24"W  
Wall Mount

**Sign Style: L1**

**Qty: 1**



10"H x 14"W  
Projection Mount  
Double Faced

**Sign Style: L2**

**Qty: 1**



6"H x 10"W  
Door Mount  
Single Faced

**Sign Style: L3**

**Qty: 3**

6"H x 10"W  
Wall Mount  
Mount Single Faced

**Sign Style: L4**

**Qty: 2**

## Application Options: Reflective

*Background Represents Glass*



18"H x 24"W  
Direct Apply Spot Color Vinyl

**Sign Style: M1**

**Qty: 3**



*Background Represents Glass*



18"H x 18"W  
Full Color Direct  
Apply Vinyl

**Sign Style: M2**

**Qty: 4**

Full Color Direct  
Add Spot Vinyl  
Jefferson Center

**Sign Style: M3**

**Qty: 1**

# Interior/Exterior - Miscellaneous



Overall Size = 36"H x 30"W  
Inside View = 32"x25"  
Letter Kit & Posting Center  
Locking Cabinet w/  
Interior Message Board

**Sign Style: N1**

**Qty: 1**



7.25"H x 10.75"W / Aluminum

**Sign Style: N2**

**Qty: 4**



9"H x 9"W / Acrylic or Aluminum

**Sign Style: N6**

**Qty: 3**



4"H x 6"W / Acrylic or PVC

**Sign Style: N3**

**Qty: 2**

OFFICE of the MAGISTRATE

Please Check-In at Window

3"H x 12"W / Acrylic or PVC

**Sign Style: N4**

**Qty: 1**



4.5"H x 12"W / Acrylic or PVC

**Sign Style: N5**

**Qty: 3**

# Interior - Kiosk

Side 1



Side 2



Side 3



## **3 Sided - Portable Kiosk**

Approx. 24" x 71" w/ Base

Custom Vinyl Wrapped

3-Sided Slatwall

Rolling Casters at Base

Interchangeable Accessories:

22"x28" Poster Holder

2 18"x24" Poster Holder

8.5" x 11" Letter Holder

22"x10" Literature Holder

3 Adjustable Slots-Bag Hooks, 2 Wire Baskets

**Sign Style: O**

**Qty: 1**

# Interior - Courtroom Seal

Sign Style: P Qty: 3

Circuit Court / General District Court / Juvenile & Domestic Relations Court



## General District Court



### Bronze County Seal

- 30" x 30" Bronze Plaque
- Raised Letters
- Raised Border
- Raised Logo
- Hidden Fasteners

OR

### Acrylic County Seal

- 30" x 30" Acrylic
- Full Color Logo
- Gloss Laminate
- Hidden Fasteners or Stand-Offs

Proposed Options can Include Independent Components (Plaque & Cast Letters) or a Manufactured Plaque or an Acrylic Overlay

# Interior/Exterior - Center Branding

**Sign Style: Q**

**Qty = 1 of Each**

Cast Letters w/ Support Header  
Metal or Acrylic

**12 Foot Span**

Nelson County  
Courthouse & Municipal Center



Cast Letters - Metal or Acrylic

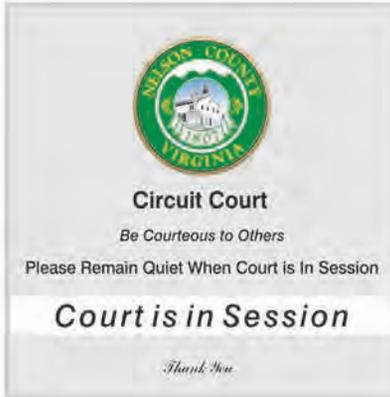
**Jefferson Center  
Est. 1807**

**6-8" Letters**



# Interior/Exterior - Center Branding

**Material Options: Interior  
Acrylic, Polycarbonate or Aluminum**



12"H x 12"W

**Sign Style: R**

**Qty: 1**

## Submission Requirements

All bids must be submitted with a detailed material specification summary.

All bids must contain 2-3 design options for this project.

All bids must contain a line item summary which reflects the per sign costs, installation charges, shipping and/or delivery fees, bundled fees and any management or design fees being associated with this project.

All bids must contain an estimated time frame for production and installation - this is to include a proposed start date from acceptance of contract and receipt of deposit.

All disclosures must be submitted with your bid.

Once a vendor is chosen for this project a detailed proofing schedule must be completed. All signs must be drafted in a proof ready PDF for review and final sign off for production. No signage shall be produced without validation in writing, email or fax.

All payment structures/requirements must be disclosed within the bid.

The County of Nelson Thanks You in Advance for the time invested with this Bid Request.

## GENERAL CONDITIONS

The following provisions are made a part of the Agreement:

1. Performance of Work. Contractor shall perform all services hereunder: (i) expeditiously and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such services are provided; (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work is complete; and (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete.

2. Changes in Work. The County may at any time make changes in the drawings and/or specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this Agreement or in the time required for its performance an equitable adjustment will be made, and this Agreement will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such Contract Change Order by the County, and the price therefor stated in the order.

3. Inspection of Work. All materials and workmanship will be subject to inspection, examination, and testing by the County, or the County's representative, who will have the right either to reject defective material and workmanship or to require its correction.

4. Releases. Prior to final payment, the Contractor, if requested by the County, will submit evidence that all payrolls, material bills, and other indebtedness connected with the Work have been paid as required by the County.

5. Obligation to Discharge Liens. Acceptance by the County or its representative of the completed Work and payment therefor by the County will not relieve the Contractor of obligation to the County to discharge any and all liens for the benefit of subcontractors, laborers, materialmen or any other persons performing labor upon or furnishing material or machinery in connection with the Work which have attached to or may subsequently attach to the property, or interest, of the County.

6. Guarantee. The Contractor warrants and guarantees for the period provided in Paragraph E of the Agreement from the Date of Acceptance that the completed Work is free from all defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor shall fail to make such repairs, adjustments, or other corrective action that may be made necessary by such defects, the County may do so and charge the Contractor the cost thereby incurred. In addition, Contractor shall provide the County with all warranty materials issued by a manufacturer for components of the Work and shall take all steps necessary to activate, document, and maintain in

force such warranties. Nothing herein shall be construed to establish a period of limitation with respect to any other obligation under the Agreement.

7. Late Payment Fee. All invoices issued under this Agreement shall be submitted to the County net 45 days. A 1.5% service charge shall be assessed on all invoices not paid within 45 calendar days from date of invoice.

8. Expense Reimbursement. The Contract Price includes all fees and ordinary expenses including reasonable travel, lodging, meals, telephone expense, office overhead and clerical support. Contractor shall pay all such “out-of-pocket” expenses and shall not be entitled to reimbursement from the County except by mutual prior agreement.

9. Termination. The County upon written notice to the Contractor may terminate this Agreement. The Contractor will be paid for the negotiated and agreed upon cost of the Work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until the work or services are completed and accepted.

10. Default. If the Contractor should refuse or fail to complete the Work within the time specified in this Agreement, or any extension thereof, then the County may terminate the Contractor’s right to proceed and may take over the Work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable for any excess cost occasioned by the County thereby and the County may take possession of and utilize in completing the Work such materials and equipment as may be on the site of the Work and necessary therefor. If, in the event of default, the County does not terminate the right of the Contractor to proceed, the Contractor will continue the Work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the County the sum provided in Paragraph F of the Agreement as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *provided however*, that the right of the Contractor to proceed will not be terminated because of delays in the completion of the Work due to unforeseeable causes beyond the Contractor’s control and without Contractor’s fault or negligence.

11. Relationship of Parties. The Contractor’s relationship with the County shall at all time be that of an independent contractor. The Contract Documents shall not be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County. The Contractor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on the work to be performed under the contract or in any way connected therewith. The Contractor shall comply with all administrative

regulations and rulings there under with respect to any of the matters. The Contractor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

12. Disclosure. During the term of this Agreement, the Contractor shall not, without the prior written permission of the County, accept from other clients any assignment or tasks which substantially conflict with the objectives of this Agreement. The Contractor shall give written notice to the County with respect to any such assignments or tasks. The notice shall set forth in reasonable detail the services the Contractor would undertake to perform in connection with such assignments or tasks. The County agrees to grant or deny its consent to the Contractor's acceptance of the assignments or tasks described in the notice within ten days after the notice is given. The County shall be deemed to have granted its consent if no action is taken by the County within said ten-day period.

13. Employees. Contractor's employees and agents, if any, who perform services for the County under this Agreement, shall also be bound by the provisions of this Agreement.

14. Injuries. Contractor waives any rights to recover damages from the County for any injuries that Contractor, its employees, or both, may sustain while performing services under this Agreement and that are a result of the negligence of Contractor or its employees or agents. The Contractor shall take precautions for the safety of, and provide reasonable protection to prevent injury, loss, or damage to, its employees, and other persons who may be affected by the Work and to property at the site of the Work or adjacent thereto.

15. Indemnification. The Contractor shall indemnify and hold harmless the County, its officers, agents and all employees and volunteers, from any and all claims of bodily injury, personal injury or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the Contractor or its sub-contractors and their agents and employees. Contractor shall indemnify and hold harmless the County against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of the Work under this Agreement. The provisions of this section shall survive the termination or other conclusion of this Agreement.

16. Acceptance. Neither payment, final or otherwise, nor partial or entire use, occupancy or acceptance of the Work by the County shall operate as an acceptance of any products or services not in accordance with this Agreement, nor shall same relieve Contractor of any responsibility for negligence, errors, or omissions in connection with the Work or operate to release the Contractor from any obligation under the Agreement.

17. Insurance. The Contractor shall, during the performance of the Agreement, keep in force at least the following minimum limits of insurance: Minimum limits for Contractor liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out a single occurrence under a single limit or combines limit or excess umbrella general liability insurance policy. Contractor shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees and complying with the requirements of the laws of the Commonwealth of Virginia.

The Contractor shall furnish an original Certificate of Insurance, naming, with the exception of Worker's Compensation and Professional Liability, the County of Nelson, Virginia, as an additional insured. The Certificate of Insurance must provide that the County shall be given 45 days advance notice of cancellation, non-renewal or material change in coverage.

18. Records Retention and Availability. Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of three (3) years from the date of termination of this Agreement.

19. Ownership. Contractor shall retain all right, title and interest in all copyrights, patents, service marks, trade secret, and other intellectual property rights in and to all technical or internal designs, methods, ideas, concepts, techniques and templates previously developed by Contractor or developed during the course of the provision of services hereunder. All products created for the County as a result of this Agreement will be the sole property of the County to be used, reused, altered, and distributed in the County's discretion, provided however, that any reuse by or on behalf of the County without written verification or adoption by Contractor for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to Contractor. Any such verification or adaption by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

20. Nondiscrimination. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4311):

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification, reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor, shall state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

21. Drug-Free Workplace to be Maintained by the Contractor. During the performance of this Agreement, Contractor agrees as follows (Code of Virginia, Section 2:2-4312):

- a. Contractor shall provide a drug-free workplace for all of its employees. Contractor agrees to 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 workplace and specify the actions that will be taken against employees for violations of this prohibition.
- b. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor shall state that such Contractor maintains a drug-free workplace.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule of regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Contractor shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

22. Faith Based Organizations. The County does not discriminate against faith-based organizations.

23. Immigration Law. Contractor covenants that it does not, and shall not during the performance of this Agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

24. Payment. The Contractor agrees to comply with the requirements of Section 2.2-4354 of the Virginia Code regarding payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by the County. The Contractor shall indemnify and hold the County harmless for any lawful claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Agreement. In the event of such claims, the County may, after providing written notice to the Contractor, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Agreement.

25. Contractual Claims. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the County Administrator or his designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the County Administrator. The Contractor may not institute legal action prior to receipt of the County's decision on the claim unless the County Administrator fails to render such decision within 120 days from submittal of its claim. The decision of the County Administrator shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Virginia Code. Failure of the County to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the County's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Virginia Code, has been established for contractual claims under this Agreement.

26. Assignment. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

27. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral

or written. This Agreement supersedes any prior written or oral agreements between the parties. In the event of any conflict between provisions contained herein and those appearing in an exhibit, the provisions of the document deemed by the County to be most favorable to the County shall prevail.

28. Amendment. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

29. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court should find that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

30. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

31. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the Circuit Court of Nelson County, Virginia.

32. Construction Supervision.  (Check if applicable.) Contractor shall perform the Work in accordance with the Contract Documents and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

33. Cooperative Procurement.  (Check if applicable.) The procurement of goods and/or services provided for in this Agreement is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Contractor agrees that it will contract with any other public agency or body in the Commonwealth of Virginia who so desires, to permit those public agencies or bodies to purchase such services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The Contractor shall deal directly with each public agency, public school system or body seeking to obtain any goods and/or services pursuant to this Agreement or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Nelson shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

END