

**Nelson County, VA**  
**REQUEST FOR PROPOSAL**  
**RFP21-#PZ01**  
**Comprehensive Plan Update and Recommendations for**  
**Zoning and Subdivision Ordinance Amendments**

**Purpose of Work:**

The County of Nelson, Virginia is seeking a qualified consultant with substantive experience in rural county-level strategic planning, land use planning, stakeholder engagement, citizen involvement, and zoning to assist the Planning Commission and County staff with a substantive update to its Comprehensive Plan in conformance with the Code of Virginia §15.2-2223 and recommendations for subsequent revisions to the County Zoning and Subdivision Ordinances. The County will utilize the provisions in Section 2.2-4302.2 of the Virginia Public Procurement Act (VPPA) regarding Competitive Negotiation to obtain these services. This solicitation may result in a multi-phase services contract, where completion of this first phase is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases.

Proposals will be received until 2:00 pm on November 5, 2021.

**Process and Deadlines:**

Submission:

- Six (6) copies of the Proposal and a USB-device with one digital copy must be received by Nelson County by 2:00 pm, November 5, 2021.
- Proposals should be hand-delivered or mailed to the address listed below clearly marked RFP21-#PZ01 “Nelson County Comprehensive Plan Update and Recommendations for Zoning and Subdivision Ordinance Amendments.”

Ms. Dylan Bishop  
Director of Planning and Zoning  
County of Nelson

*Mailing Address*  
PO Box 558  
Lovingson, VA 22949

*Physical Address*  
80 Front Street  
Lovingson, VA 22929

- Phone: (434) 263-7091

- Nelson County is an Equal Opportunity Employer. Minority and Women-owned businesses are encouraged to submit a proposal.
- Proposals will be received until:
  - Closing Time: 2:00 pm
  - Closing Date: November 5, 2021
  - Late Proposals: Proposals received after the stated closing time and date will not be considered. See Attachment 1 – County’s RFP advertisement

Contact Information:

- All questions regarding this RFP prior to the set deadline for receipt of proposals, shall be directed to Dylan Bishop, Director of Planning and Zoning, by email at [dbishop@nelsoncounty.org](mailto:dbishop@nelsoncounty.org).

Proposals must include the following:

- Cover letter introducing the consultant team;
- State Corporation Commission issued identification number or if not required by law, a statement describing why it is not required.
- Qualifications to include a brief history of the consultant’s business and services, consultant team leader, members and relevant experience, and the identification and contact information for the primary point of contact;
- A list of sub-contractors, if any, including all information provided for the primary consultant;
- A summary of comparable work products for similar clients in the past, including the time period services were provided;
- Cost estimates for the provision of noted services and a fair approximation of the final cost of services, as well as considerations for reducing costs by utilizing existing local resources. Cost estimates should be prepared separately for:
  - Comprehensive Plan Update
  - Subsequent Phased Updates to the Zoning and Subdivision Ordinances
- A work plan that specifically addresses all elements in the Scope of Work described below including a project schedule of required and recommended tasks and milestones.
- In accordance with State Code Section 2.2-4342, respondents must identify proprietary information provided prior to or upon submission of Proposals; stating the reasons why protection of this information is necessary.

Period of Performance:

- The time period for the work described in the scope is approximately 24 months from issuance of Notice to Proceed.

**Background:**

Nelson County is located in Central Virginia midway between the metropolitan areas of Charlottesville and Lynchburg. The County has a total area of 471 square miles and is home to 14,930 residents based on 2019 population estimates. It is bordered on the south and east by the James River and on the north and west by the Blue Ridge Mountains. A large portion of the western section of the County is in the George Washington National Forest.

Since the current Comprehensive Plan was initially adopted in 2002, Nelson County has experienced a number of changes that need to be reflected and addressed in an updated plan, including a thriving agri-tourism industry, recent interest in revitalization of its historic communities, and rural broadband initiatives.

The current Zoning and Subdivision Ordinances were originally adopted in 1971. Both have been amended since their initial adoption to address specific issues, but neither have been comprehensively revised since their initial adoption.

**Scope of Work:**

The successful consultant team will be knowledgeable in the Code of Virginia requirements governing planning and zoning in the state of Virginia, have significant experience successfully engaging the public and public officials in plan development and ordinance updates, and be able to translate the identified vision and goals into implementable strategies. The Comprehensive Plan and subsequent Zoning and Subdivision Ordinance recommendations should give significant consideration to developing growth management strategies to protect the rural character of the County while also supporting identified economic development goals.

Specifically, the Scope of Work for the development of the Comprehensive Plan should include the following:

1. Development of community driven vision, including identification of County-wide goals, priorities, and future land use recommendations;
2. Existing conditions analysis to include updated demographics information, land use development trends, synthesis of existing/proposed infrastructure, environmental conditions, etc.
3. Development of a public and stakeholder engagement strategy and facilitation of a robust community engagement plan that seeks input from residents and stakeholders throughout the entire County and uses innovative methods to maximize participation;
4. Incorporation of other related locally and regionally developed plans;
5. Development of Comprehensive Plan document in digital format that addresses all required elements of §15.2-2223 of the Code of Virginia prepared in a manner that includes strong mapping and graphics formatting, a user-friendly narrative, and implementation strategies and schedules;

6. Evaluation and analysis of current Zoning and Subdivision Ordinances to identify inconsistencies and make recommendations including, but not limited to, future phased updates, and the best regulatory methods by which various components of zoning could be addressed including growth management strategies, the effectiveness of overlay zones, and use of incentives;
7. Presentations to any established working groups, the Planning Commission, and the Board of Supervisors; Presentations to include plan development updates, facilitated work sessions, and public hearings for the final adoption of the Completed Plan.

**Deliverables:**

1. Hosting of a project website that can be transferred to Nelson County once project is completed;
2. A Public Engagement Plan for the Comprehensive Plan update that is prepared with input from Nelson County staff;
3. Digital copies of any presentation materials used in public meetings or workshops;
4. Summary reports of each public input session as well as other preliminary reports and project updates prepared at project milestones;
5. Draft Comprehensive Plan: 8 printed color copies of draft plan, including any subsequent major updates, for comments and one (1) digital copy with print-ready graphics in a file format agreed upon by both parties prior to each public hearing;
6. Final adopted Comprehensive Plan: 8 bound printed color copies; one (1) digital copy with print-ready graphics in an editable file format agreed upon by both parties; and one (1) digital copy in PDF format;
7. Analysis and recommendations generated from review of the Zoning and Subdivision Ordinances and their compatibility with the final adopted Comprehensive Plan: 5 printed copies of recommendations and one (1) digital copy in a file format agreed upon by both parties;
8. Appendix and digital copies of all resource materials and reports specific to Nelson County.

**Selection Criteria:**

Each Proposal will be evaluated based upon the following published criteria, including contractor compliance with the RFP instruction and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to select the consultants who, in the sole discretion of the County, offers the best value and fit for the needs of the County. In lieu of a numerical scoring system, the County shall use a qualification based selection process in accordance with the VPPA. Each Proposal will be evaluated on the following criteria:

1. Project Understanding: The Proposal demonstrates that the consultants understand the needs and priorities of the County.

2. Approach and Methodology: The Proposal demonstrates that the consultant team has a well-developed understanding of the plan to satisfy all items in the Scope of Work.
3. Experience and Qualifications: The members of the consultant team and any sub-contractors possess the necessary skills and experience to successfully complete the Scope of Work.
4. References: The consultant team is able to demonstrate that it has successfully completed similar projects for previous and similar clients.
5. Cost: The Proposal includes reasonable details of cost estimates broken out by project task and deliverables sufficient to allow the County to make fair comparisons.

The County reserves the right to waive any Proposal informalities, reject any Proposals submitted or cancel this solicitation. The County will rank the Proposals and will select two or more offerors deemed to be fully qualified and best suited among those submitting proposals for negotiation, with or without interviews.

**Proposed Agreement:**

It is the intent of the County to use the attached Agreement (Attachment 2) in order to procure the services of the successful offeror. The provisions of this RFP and the selected respondent's Proposal shall be incorporated into the final contract agreement thereto.

By Authority of Nelson County Board of Supervisors

EOE

Attachments: 1 & 2

**Attachment 1**  
**Nelson County, VA**  
**RFP21-#PZ01**  
**Comprehensive Plan Update and**  
**Recommendations for Zoning and**  
**Subdivision Ordinance Amendments**

September 15, 2021

To: Nelson County Times

From: Nelson County

Re: Advertisement

Please advertise the below request for proposals as a legal ad in the October 7, 2021 edition of the Nelson County Times. Please invoice the County of Nelson, P.O. Box 336, Lovingston, VA 22949 and provide proof of publication with the invoice.

REQUEST FOR PROPOSALS

Comprehensive Plan Update and Recommendations for Zoning and Subdivision Ordinance Amendments

RFP21- #PZ01

NELSON COUNTY, VA

The County of Nelson is requesting proposals from Consulting firms for the provision of a substantive update to its Comprehensive Plan in conformance with the Code of Virginia §15.2-2223 and recommendations for subsequent revisions to the County Zoning and Subdivision Ordinances. The successful consultant team will be knowledgeable in the Code of Virginia requirements governing planning and zoning in the state of Virginia, have significant experience successfully engaging the public and public officials in plan development and ordinance updates, and be able to translate the identified vision and goals into implementable strategies. The Comprehensive Plan and subsequent Zoning and Subdivision Ordinance recommendations should give significant consideration to developing growth management strategies to protect the rural character of the County while also supporting identified economic development goals.

Proposals will be received until 2:00 p.m., local time prevailing, on November 5, 2021 and may be submitted to the County by mail at County of Nelson, Director of Planning and Zoning, P.O. Box 558, Lovingston, VA 22949 or hand delivered to County of Nelson, Planning and Zoning Office, 80 Front Street, Lovingston, VA 22949.

The County's RFP document, RFP21- #PZ01 may be obtained by contacting the Nelson County Planning and Zoning office at (434) 263-7091, by email request to Dylan Bishop at [dbishop@nelsoncounty.org](mailto:dbishop@nelsoncounty.org), at the County's website, [www.nelsoncounty-va.gov](http://www.nelsoncounty-va.gov), or in person at the Planning and Zoning office, 80 Front Street, Lovingston, VA 22949.

EOE

By Authorization of Nelson County Board of Supervisors

**Attachment 2**  
**RFP21-#PZ01**  
**Comprehensive Plan Update and**  
**Recommendations for Zoning and**  
**Subdivision Ordinance Amendments**

SERVICES AGREEMENT

THIS SERVICES AGREEMENT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 21\_\_\_\_, by and between the County of Nelson, Virginia (the "County") and \_\_\_\_\_ (the "Contractor") provides:

A. Undertaking. County and Contractor in consideration of their mutual covenants herein agree in respect of the performance of services by Contractor and the payment for those services by County as set forth below. The scope of work for the Contractor will include those items listed in Exhibit 1, which is attached hereto and made a part hereof, regarding all phases of the project (the "Work"). County and Contractor also agree that additional services can be provided by the Contractor to the County for the project as mutually agreed upon by addendum to this Agreement.

B. Contract Price. The County will pay in consideration of the Work as follows:

\_\_\_\_\_  
\_\_\_\_\_

C. Term. The Contractor will begin the Work by \_\_\_\_\_ and complete (if applicable) the Work by \_\_\_\_\_.

D. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid addressed as follows. Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

If to the County:

Stephen A. Carter  
County Administrator  
Post Office Box 336  
Lovingson, Virginia 22949

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Special Provisions. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above-written.

COUNTY OF NELSON

By: \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Its \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Attorney

## GENERAL CONDITIONS

1. Debarment Status. By submitting its proposals, Contractor certifies that it is not currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by any state or local government or agency thereof.

2. Ethics in Public Contracting. The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia shall be applicable to all contracts solicited or entered into by the County. By submitting its proposals, Contractor certifies that its proposals were made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with its proposal, and that it has not conferred upon any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3. 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; (iv) in accordance with current standard technology for completed similar project systems accepted within the industry as of the time the Work is complete, and (v) and shall devote adequate resources to meet its obligations under this Agreement.

4. 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.

5. Termination. The County upon written notice to the Contractor may terminate this Agreement for convenience. 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.

6. Default. If the Contractor should refuse or fail to perform the Work in

accordance with this Agreement, or, refuse or fail to fulfill any obligation imposed by this Agreement, 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. 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.

7. Acceptance. Neither payment, final or otherwise, nor partial or entire use 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.

8. 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.

9. Relationship of Parties. The Contractor's relationship with the County shall at all times be that of an independent contractor. Nothing herein shall be construed to designate the Contractor, or any of its officers, employees, as either employees or agents of the County.

10. 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. 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.

11. 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.

12. Insurance. A. Contractor will carry during the term of this Agreement the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of One Million Dollars (\$1,000,000) combined single limit for bodily injury or death/property damage arising out of any one occurrence; (iii) Workers' Compensation as required by law and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000), and (iv) automobile liability with One Million Dollars (\$1,000,000) combined single limit.

B. Contractor shall immediately notify the County in writing of any material changes or terminations of any of the coverages required in this Agreement. If requested to do so by the County, the Contractor shall provide the County with an Acord certificate of insurance which shall have attached thereto the appropriate endorsement, coverage form, or binder, as the case may be.

13. 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.

14. 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 adaptation by Contractor will entitle Contractor to further compensation at rates to be agreed upon.

15. Confidential Information. A. "Confidential Information" means any information of a party that is treated as confidential by that party, including, without limitation, all data, information, files, programs, electronic or digital data or information concerning or pertaining

to either party's trade secrets, technology, processes, strategies, business, operations, marketing, finance and accounting, pricing, costs, expenses, bids and proposals, clients, customers, customer lists, prospective customers, assets, properties, employees, vendors, agents, representatives, databases, transactions or banking. Confidential Information shall include any material supplied orally or in writing, whether identified or marked as "confidential" or not and shall include derivative information produced by a party or an employee or contractor of a party, such as compilations, studies, briefs, synopsis, notes, memoranda, outlines and similar information. Confidential Information shall include, without limitation, all such information delivered, shown or revealed to the other party prior to the date hereof.

B. A receiving party agrees:

- (i) not to disclose or otherwise make available Confidential Information of the disclosing party to any third person without the prior written consent of the disclosing party; *provided, however,* that the receiving party may disclose the Confidential Information of the disclosing party to its officers, employees, consultants, and legal advisors who have a "need to know," who have been apprised of the restrictions set forth in this section, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this section;
- (ii) to use the Confidential Information of the disclosing party only for the purposes of performing its obligations under the Agreement; and,
- (iii) to immediately notify the disclosing party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the disclosing party.

C. The obligations of the receiving party to safeguard Confidential Information shall not extend to information that is required to be disclosed pursuant to a requirement of a governmental agency, or is required or compelled to be disclosed by operation of law, provided that prior to any such a disclosure the disclosing party shall be notified of the requirement of the disclosure and shall have the right and opportunity to seek a protective order to limit or block such a disclosure and that the information, if required to be disclosed, is the minimum legally required to be disclosed.

D. The provisions of this section shall survive the termination or other conclusion of this Agreement.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. Successors. This Agreement shall inure to the benefit of and be binding on the parties, and their heirs, successors, assigns and legal representatives, but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.

24. 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.

25. Applicable Law. The laws of the Commonwealth of Virginia shall apply in the construction and enforcement of this Agreement without regard to choice of law principles. The sole venue for any proceeding between the parties regarding this Agreement shall lie in the state courts of Nelson County, Virginia.

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

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. 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