

**Nelson County, VA**  
**REQUEST FOR PROPOSAL**  
**RFP21-#TOUR01**  
**5-Year Comprehensive Outdoor Recreation Plan**

**Purpose of Work:**

The County of Nelson is seeking to enter into a services contract with a qualified planning consultant, and/or multi-disciplinary firms or teams to conduct and assist with the development of a strategic 5-Year Comprehensive Outdoor Recreation Plan (CORP).

This comprehensive planning document will serve as a five-year plan to further develop, enhance and sustain a safe and accessible Outdoor Plan for Nelson County. The plan will guide the future enhancement and development of outdoor recreational spaces with an emphasis on blueways and trail development, to include situational and preliminary infrastructure analysis, community and visitor needs assessment, connectivity with regional stakeholders, placemaking and wayfinding concepts and identification of funding opportunities and economic benefits. This will be coordinated with the Comprehensive Plan update, Capital Improvement Plan, Recreation Center Study and Virginia Outdoors Plan.

The process must ensure that the final document reflects the desired vision for Nelson as determined by the citizens, appointed and elected officials, and other stakeholders through community participation (limited to certain requirements listed in any existing deeds). Consultant must be familiar with rural County recreation planning and the challenges involved.

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.

Proposals will be received until 2:00 pm on January 20, 2022.

**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, January 20, 2022.
- Proposals should be hand-delivered or mailed to the address listed below clearly marked RFP21-#REC01 "Nelson County 5-Year Comprehensive Outdoor Recreation Plan."

Contact Information:

Maureen Kelley  
Director of Economic Development and Tourism  
County of Nelson

<i>Mailing Address</i>	<i>Physical Address</i>
PO Box 636 Lovingson, VA 22949	8519 Thomas Nelson Hwy Lovingson, VA 22929

Phone: (434) 263-7015      Email: [makelley@nelsoncounty.org](mailto:makelley@nelsoncounty.org)

- 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: January 20, 2022
  - Late Proposals: Proposals received after the stated closing time and date will not be considered. See Attachment 1 – County’s RFP advertisement
- All questions regarding this RFP prior to the set deadline for receipt of proposals, shall be directed to Maureen Kelley, at [makelley@nelsoncounty.org](mailto:makelley@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 members and relevant experience, and the identification and contact information for the primary point of contact;
- A list of sub-consultants, 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.
- 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.

- Supporting Information (Optional). Provide other supporting information you feel may help us further evaluate firm qualifications and fit for completing the Comprehensive Outdoor Recreation Plan.
- 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 6 months from issuance of Notice to Proceed.

**Previous and Current Planning Efforts:**

- 2014-2015 Comprehensive Plan (Update FY22)  
To update the County’s Comprehensive Plan, the guidance document that guides zoning and growth in the County
- Rockfish River Boat Takeout and Parking Lot: VOF Grant  
Identified potential boat put-ins/ take outs along Rockfish River.
- Recreation Center Study  
To analyze the recreational needs of the community to provide health and wellness opportunities for all
- Drive 2.0  
This strategic plan is a result of conversations with Virginia’s tourism industry and tourism partners as Virginia Tourism looks to the future and plans for success. It focuses on answering two key questions:
  1. What should we be promoting?
  2. What should we be building?

The tourism industry is an overly saturated and extremely competitive market. In order to succeed and thrive, Virginia communities must continue to develop new tourism product and focus on winning strategies to evolve and grow. When tourism development is increased, the visitor experience is enhanced, economic impact to communities rises and marketing efforts become competitive. Drive 2.0 help achieve this.

**Scope of Work:**

The consultant will be responsible for providing the following scope of services in leading a planning process and developing the County’s 5-year CORP. County Parks and Recreation Department & Economic Development and Tourism will liaison with the selected consultant and provide direction, data, logistical, and other support as needed.

### Development of CORP:

- Prepare a CORP document, to span a 5-year period. The document will assist the County in developing blueways, outdoor recreational areas, bike/hiking/equestrian trails along with placemaking and wayfinding concepts, to satisfy the current and future needs of its citizens and visitors.
- Prepare a report containing summarization of findings, recommendations and action steps resulting from items 2-6 below. The report shall be prepared in a manner that will guide staff and elected officials with regards to future decisions and priorities for the Nelson County Parks/Trails System.

### Document & Evaluate Existing Conditions:

- Evaluate existing recreational opportunities, including infrastructure, trails, river access, and other amenities.
- Identify and evaluate current County demographics, and assess makeup of current park/trail users.
- Update inventory of the existing County Park System (properties, facilities, and trail system) in detail. At a high level, illustrate Municipal Schools, State and Non-profit parks, recreational & natural area and trails.

### Public Engagement & Visioning:

- In coordination with county staff, engage the public using various methods of outreach to include a community and visitor needs assessment. Ensure public input is documented, evaluated and incorporated into various elements of the CORP.
- Identify current and potential County Parks/Trails System users.
- Outline Issues and Opportunities; Vision, Goals, and Objectives
- Identify key stakeholders, issues & opportunities for the Nelson County Park and Trail System(s).
- Identify funding opportunities and economic benefits.
- Using data and input from the above items, county staff and other stakeholders, develop a vision, goals and objectives for the 2022-2026 CORP.

### Identify Priority Projects, Improvements & Enhancements:

- Identify specific projects, improvements and enhancements recommended, along with high level costs estimates. Include any key elements and features to be maintained and/or incorporated into existing park/trail facilities.
- Projects of high interest include: blueways, mountain biking trails, equestrian and hiking trails. Identifying unique trail development to help set Nelson apart from other destinations. Example: <https://www.wta.org/go-outside/trail-smarts/how-to/how-to-choose-the-right-path>

- Prioritize needed projects, improvements and enhancements and specify economic benefits.

#### Identify Funding Sources:

- Identify and evaluate existing County parks/trails system funding programs. Include deficiencies in resources for existing programs, maintenance and operations.
- Identify alternative funding options
- Based on the evaluation of existing funding programs, determine what methods of alternative funding may be feasible in Nelson County, such as:
  - Grants
  - Private Foundations
  - Fundraising
  - Other
- Identify options to help mitigate potential funding gaps.

#### GIS/Mapping:

- GIS/Mapping shall be used to create exhibits for use during the planning process, and maps for inclusion in the planning document. Most geographic data will be existing; it is anticipated there may be other geographic information pertinent to the plan that may need updating and/or creation by consultant in other planning scope of work items by the consultant. After plan completion, Consultant shall provide Nelson County with all GIS data used to create the plan in a format that can be imported into ESRI ArcGIS.

#### **Evaluation Criteria:**

Each proposal will be evaluated based upon the following published criteria, including 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, and 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 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 is has successfully completed similar projects for previous clients.

5. Cost: The proposal includes reasonable details of cost estimates broken out by project task and deliverables.

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-#REC01**  
**5-Year Comprehensive Outdoor**  
**Recreation Plan**

December 20, 2021

To: Nelson County Times

From: Nelson County

Re: Advertisement

Please advertise the below request for proposals as a legal ad in the December 29, 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**

**5-Year Comprehensive Outdoor Recreation Plan**

**RFP21- #REC01**

**NELSON COUNTY, VA**

The County of Nelson is requesting proposals from Consulting firms for the provision of The County of Nelson is seeking to enter into a services contract with a qualified planning consultant, and/or multi-disciplinary firms or teams to conduct and assist with the development of a strategic 5-Year Comprehensive Outdoor Recreation Plan (CORP).

This comprehensive planning document will serve as a five-year plan to further develop, enhance and sustain a safe and accessible Outdoor Plan for Nelson County. The plan will guide the future enhancement and development of outdoor recreational spaces with an emphasis on blueways and trail development, to include situational and preliminary infrastructure analysis, community and visitor needs assessment, connectivity with regional stakeholders, placemaking and wayfinding concepts and identification of funding opportunities and economic benefits. This will be coordinated with the Comprehensive Plan update, Capital Improvement Plan, Recreation Center Study and Virginia Outdoors Plan.

Proposals will be received until 2:00 p.m., local time prevailing, on January 20, 2022 and may be submitted to the County by mail at County of Nelson, Director of Economic Development and Tourism, P.O. Box 636, Lovingston, VA 22949 or hand delivered to County of Nelson, Economic Development and Tourism, 8519 Thomas Nelson Hwy, Lovingston, VA 22949.

The County's RFP document, RFP21- #REC01 may be obtained by contacting the Nelson County Economic Development and Tourism office at (434) 263-7015, by email request to Maureen Kelley at [makelley@nelsoncounty.org](mailto:makelley@nelsoncounty.org), at the County's website, [www.nelsoncounty-va.gov](http://www.nelsoncounty-va.gov), or in person at the Tourism office, 8519 Thomas Nelson Hwy, Lovingston, VA 22949.

EOE

By Authorization of Nelson County Board of Supervisors

**Attachment 2**

**Nelson County, VA**

**RFP21-#REC01**

**5-Year Comprehensive Outdoor  
Recreation Plan**

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



Lovington, 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 adaption 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