

GENERAL TERMS AND CONDITIONS

VENDOR: The general terms and conditions, which follow, apply to all purchases and become an integral part of each formal Request for Proposals, purchase order, contract, and/or other award issued by Cumberland County, unless otherwise specified. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications herein and included in the Request for Proposals before submitting offers; failure to do so will be at the Offeror's own risk and relief cannot be secured on the plea of ignorance. These terms and conditions are subject to State and local laws and all rules, regulations and limitations imposed by legislation of the federal government. Offerors responding to all advertisements and invitations issued by the purchasing office agree to the applicable conditions and requirements herein set forth unless otherwise specified in the Request for Proposals.

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offerors should contact the RFP Coordinator. Revisions to the solicitation will only be made by addendum issued by the RFP Coordinator.

PROPOSAL PREPARATION & SUBMISSION: In order to be considered for selection, Offeror must submit a complete response to this Request for Proposals. Each offer must be submitted on the proposal forms provided and all other required information. The proposal shall be signed by an authorized representative of the Offeror's firm and delivered to the proper location by the time and date as specified on the cover page.

PROPRIETARY INFORMATION OR TRADE SECRETS: Offeror may invoke proprietary information or trade secret protection prior to or at submission of the data/material by: (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. Cumberland County reserves the right to ask for additional clarification prior to establishing protection.

CONTRACTUAL DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, the Contractor shall have given written notice of the intention to file such claim at the time of occurrence or at the beginning of work upon which the claim is based. Cumberland County will provide a written response within sixty (60) days after receipt of the written claim.

ASSIGNMENT CONTRACT: A Contract shall not be assignable by the Offeror in whole or in part without the written consent of Cumberland County under the Contract.

PROHIBITION AS SUBCONTRACTORS: No Offeror who is permitted to withdraw an offer shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn offer was submitted.

PAYMENT DATE: Contractor shall be responsible for submitting an invoice quarterly for the work performed to the attention of the Commissioner of the Revenue, as designated in the contract, of Cumberland County. Payment will be made within 45 days of invoice and approval, less a five percent retainage. Full payment of the retainage shall be paid within 45 days of completion of public hearings and delivery of signed complete real estate assessment books with final totals. The sum of all quarterly invoices shall not exceed the agreed upon Contract amount.

EMPLOYMENT DISCRIMINATION PROHIBITED: By submitting their Proposals, all Offerors certify to Cumberland County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, Section 2.2-4200 et seq. where applicable, and Sections 2.2-4310 and 2.2- 4311 of the Virginia Public Procurement Act. During the performance of this contract, the contractor agrees as follows:

A. The contractor will 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will 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.

D. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting a proposal, all Offerors certifies that they do not and will not during the performance of this contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH:

A. By submitting a proposal, all offerors certify that if they are organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, they are authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

B. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 agrees to include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.

C. Any Offeror described in subsection B that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator.

D. Any Offeror entering into a contract with Cumberland County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

E. Pursuant to Section 2.2-4311.2 of the Code of Virginia, Cumberland County may void any contract with Offeror if Offeror fails to remain in compliance with these provisions.

DRUG-FREE WORKPLACE: During the performance of the contract awarded pursuant to this solicitation, the Offeror agrees to:

- (1) Provide a drug-free workplace for Offeror's employees; and
- (2) 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 Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

LATE PROPOSALS: Proposals received after the published time and date will be returned to the

Offeror UNOPENED, if the RFP number and return address is shown on the envelope.

AWARD: Cumberland County will make the award on the basis described in Section II of the Request for Proposals.

OFFER ACCEPTANCE PERIOD: This offer shall be binding upon the Offeror for 60 days following the offer opening date. Any offer on which the Offeror shortens the acceptance period may be rejected.

TAX EXEMPTION: Cumberland County is exempt from the State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN OFFER. Tax Exemption Certificate will be furnished by Cumberland County upon request.

RIGHTS: Cumberland County reserves the right to waive any informality or irregularity in any proposal received and to reject any and all proposals, and to accept a proposal which, in the opinion of Cumberland County, is in its best interest.

ANTI-TRUST: By entering into a Contract, the Offeror conveys, sells, assigns, and transfers to Cumberland County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Cumberland County under said Contract.

INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless Cumberland County, its officials, officers, agents, and employees as to any right of action, cause of action, damages, demand, or claim of any nature, whether in tort or contract, and including claims or actions for death or injury to person or property, whether at law or in equity, arising from or caused by: (a) the use of any materials, goods, or equipment furnished by the Contractor; or (b) the performance or rendering of any services of any kind by the Contractor. The Offeror agrees to protect Cumberland County from claims involving infringement of patent or copyrights.

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, as amended, shall be applicable to all contracts solicited or entered into by Cumberland County. By submitting their Proposals, all Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have 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.

APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in any respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in Cumberland County. The Contractor shall comply with applicable federal, state, and local laws and regulations.

OFFERORS' RESPONSIBILITY: Offerors shall examine the Contract Documents and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or that may hereinafter exist, or if conditions or difficulties that may be encountered in the work, as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

ADDENDA: All addenda issued by Cumberland County during the time of offering shall become a part of the documents and specifications, shall be covered in the offer and will be made part of the Contract.

NON-APPROPRIATION: All funds for payment of items ordered under this agreement are subject to the availability of Cumberland County appropriation for this purpose. In the event of non-appropriation of funds by Cumberland County for the items under this RFP's resulting Contract, Cumberland County will terminate the Contract. Written notice will be provided to the vendor as soon as possible after legislative action is completed.

CERTIFICATIONS: Offeror hereby certifies its compliance with the following:

- A. State and Local Government Conflict of Interests Act.
- B. Virginia Freedom of Information Act.
- C. Virginia Governmental Frauds Act.
- D. Virginia Public Procurement Act.
- E. Federal Immigration Reform and Control Act of 1986.
- F. Americans with Disabilities Act.

INSURANCE: The Contractor shall provide Cumberland County a Commonwealth of Virginia Certificate of Insurance prior to the start of the General Reassessment, and agrees to maintain such insurance until the completion of the project. The minimum limits of liability shall be as follows:

- A. Workers' Compensation – Statutory requirements and benefits.
- B. Employers Liability – \$100,000.
- C. General Liability – \$1,000,000 combined single limit with \$2,000,000 umbrella coverage. Cumberland County is to be named as an additional insured with respect to the work/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Professional Liability Coverage (errors and omissions) – \$1,000,000 minimum.

Cumberland County reserves the right to require higher limits on any Contract. Cumberland County is to be named as an additional insured. A 30-day notice in writing of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.