

REQUEST FOR PROPOSAL
RFP # 2017-01

Issue Date: September 8, 2017

Title: Classification and Compensation Study

Issuing Agency: Surry County Administrator's Office
45 School Street
Surry, VA 23883

Period of Contract: From October, 2017 through study completion.

Sealed proposals will be received until **3:00 p.m. on September 29, 2017** for furnishing the services described herein.

All inquiries for information and clarification should be directed to: Melissa Rollins, Assistant County Administrator, mrollins@surrycountyva.gov, not later than five business days before the proposal closing date.

In compliance with this request for proposal and to all conditions imposed herein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

By: _____

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

Web Address: _____

Fax: _____

Email: _____

I. Purpose

The purpose of the request for proposal is to solicit sealed proposals from qualified firms to enter into a contract to provide a classification and compensation study for both Surry County's approximately 93 full and part-time employees and Surry County Social Services' approximately 35 full time and part-time employees. The County's goal is to update its classification system, review FLSA guidelines, revise policies, and provide competitive pay levels to its employees.

II. Background

- A. Located in Southeastern Virginia, Surry County is centrally situated about 50 miles between Richmond and the Southside areas of Virginia.
- B. The County of Surry employs approximately 72 full time and 21 part-time employees. Of the 93 employees, 24 are in public safety positions. There are approximately 48 unique full and part-time positions.
- C. Surry County Social Services employees approximately 27 full time and 8 part-time employees. There are approximately 21 unique full and part-time positions in Social Services.
- D. The study will include County employees, Social Services employees and employees of elected and appointed officials.
- E. Surry Social Services has been using the State pay and classification system for its full time employees. The part-time employees are not currently included in any formal pay plan.
- F. Over the past several years the County has provided COLA raises to all employees, but has not advanced employees within their pay bands.
- G. The County completed its last Classification and Compensation Study in 2009.

III. Statement of Need

The overall classification and compensation plan must provide internal equity and yet be competitive in the marketplace in attracting and retaining qualified employees. The study shall include, but not be limited to the following:

Classification:

- A. Survey each unique job class to determine a definition of the job class, essential functions, education requirements, experience, knowledge, skills, and abilities.
- B. Identify management, supervisory, professional, technical, and general employees.
- C. Determine Fair Labor Standards Act (FLSA) status (exempt/non-exempt).
- D. Identify Americans with Disabilities Act requirements for each job classification and include those in the job description.
- E. Provide tools for updating/creating job descriptions to the County to ensure conformity post study.

Compensation:

- A. Review the County's current pay practices including overtime pay, awarding compensatory time, and all other pay.
- B. Review current pay practices in regard to FLSA rules and regulations for all categories of employees.
- C. Develop a comprehensive labor market salary survey for Surry County and Surry County Social Services that reflects the public sector to include surrounding public sector employers, as appropriate.
 - a. Develop a minimum, midpoint, and maximum for each benchmarked position.
 - b. Prepare a cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification.
 - c. Evaluate salary compression and provide recommendations for addressing it.
- D. Recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.

- E. In addition, to C. above, recommend salary range to include percent spreads between ranges and within ranges for each position based on median and mean salary of comparable Counties. Prepare a new salary structure based on the results of the survey and best practices.
- F. Recommendation of salary range shall also take into account the unique nature of certain functions and responsibilities which are characteristic of certain jobs and departments in the County government.
- G. Develop a strategy to increase current employees pay to a competitive level that aligns with the results of the compensation study.

IV. Proposal Preparation and Submission

- A. SPECIFIC PROPOSAL REQUIREMENTS (include in Proposal Submission)
 - 1. Qualifications/Experience
 - a. Provide a brief description of the firm including its ownership structure and its state/country of incorporation or formation. Describe your firm's physical presence in the State of Virginia, including the number of offices, the number of employees and the type of business activity conducted in the State.
 - b. Provide a staffing plan listing those persons who will be assigned to this account, including the designation of the person who would have the primary responsibility for the engagement and the location of the office(s) where each works. Include for each person the relevant resume information including, at a minimum, a description of the person's education, relevant professional experience, and the number of years with the firm. Describe contractual relationships, if any, with other organizations that will provide services in regard to this project.
 - c. Describe specific knowledge of and experience with carrying out a comprehensive Compensation Pay Plan Study and recommending a new Classification and Compensation Plan similar to the services requested in the Request for Proposal.
 - d. If over the past five years, your firm or any of its affiliates or parent, or any officer or principal been involved in any business litigation or other legal proceedings related to your consulting activities, provide a brief explanation and indicate how it was resolved or its current status.
 - 2. References
 - a. Provide a listing of public sector clients, preferably in Virginia, for whom you have completed comprehensive pay plan studies and classification and compensation plan consulting.
 - b. Provide contact information including names, title, organization and telephone/email address of five (5) references for whom you provided similar services as set forth in this RFP. Indicate the nature of the project(s), and month and year of implementation and completion of project(s).
 - 3. Approach/Methodology
 - a. Based on the Scope of Services, describe your approach/methodology including milestones and deliverables.
 - b. Provide a detailed narrative of the methodology of the Offeror's management processes incorporating an understanding of the goals and criteria of the requested services and how the Offeror intends to meet those goals and criteria. Describe specific plans for providing the services including what, when, and how the service will be performed. Include methodology for preparing job classifications – how will information be gathered from employees, reviewed with management?
 - 4. Cost
 - a. Describe pricing method options, if applicable and how costs for our needs would vary under each. This should detail specific costs for services, as requested in this RFP, to be provided by the consultant.

- b. Maximum cost of services, as well as specific charges, hourly rates, retainers, and/or any other basis of billing proposed by the consultant to cover special projects.
- 5. Other Requirements
 - a. Include timelines for completion of classification phase, salary survey, and presentation of results.
 - b. Include reporting steps and interim updates/meetings with management team during study.
 - c. Include pricing per job classification/description in the event the study has to be scaled back to meet budgetary constraints.
 - d. Provide an example of a study completed for a local government in the past 3 years.
 - e. Include fee/payment schedule.

V. Evaluation

Provide three copies of your proposal. Proposals will be evaluated using the following criteria:

- A. Specialized experience and/or technical expertise of the firm and its personnel in connection with the type of services to be provided as well as overall consulting services provided by the firm.;
- B. Past record of performance with other governmental clients, especially in Virginia, and the nature of the consulting services performed to include reference checks;
- C. Completeness and quality of the proposal submitted to include a demonstrated understanding of the services and requirements outlined in the Scope of Services Tools that may be provided for continual update/creation of job classifications;
- D. Demonstrated understanding of laws and current knowledge of federal guidelines and regulations of the work to be performed as well as understanding of trends and issues in the compensation and classification arenas

VI. Award

The County may engage in discussion with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses. The County reserves the right to reject all proposals.

EXHIBIT A - CURRENT PAY PLAN

SURRY COUNTY, VIRGINIA						
Positions Sorted by Title						
FY17, 2% COLA						
Position Title	Department	Grade	Minimum	Mid-Point	Maximum	
Accounting Technician	Finance	14	33,898	44,914	55,931	
Administrative Assistant	Multiple	13	32,283	42,775	53,267	
Administrative Staff Specialist	Sheriff	16	37,371	49,517	61,663	
Animal Control Officer	Animal Control	16	37,371	49,517	61,663	
Animal Shelter Attendant	Animal Control	4	20,810	27,574	34,336	
Assistant County Administrator	County Administration	33	85,656	113,493	141,332	
Athletic Coordinator	Parks & Recreation	17	39,240	51,992	64,746	
Building Inspector	Building	18	41,203	54,592	67,983	
Building Official	Building	27	63,918	84,692	105,464	
Cashier	Treasurer	10	27,887	36,951	46,013	
Chief Deputy	Sheriff	29	70,470	93,372	116,275	
Chief Deputy Treasurer	Treasurer	21	47,697	63,198	78,699	
BOS Clerk/Administrative Assistant I	County Administration	17	39,240	51,992	64,746	
Comprehensive Services Act Coordinator	Office on Youth	16	37,371	49,517	61,663	
Deputy Clerk of Circuit Court I	Circuit Court	12	30,746	40,738	50,731	
Deputy Clerk of Circuit Court II	Circuit Court	14	33,898	44,914	55,931	
Deputy Commissioner of the Revenue I	Commissioner of the Revenue	11	29,282	38,798	48,314	
Deputy Commissioner of the Revenue II	Commissioner of the Revenue	13	32,283	42,775	53,267	
Deputy Sheriff	Sheriff	18	41,203	54,592	67,983	
Deputy Treasurer	Treasurer	13	32,283	42,775	53,267	
Director of Finance & IT	Finance	31	77,692	102,942	128,193	
Dispatcher	Sheriff	15	35,592	47,159	58,727	
Emergency Communications Manager	County Administration	22	50,081	66,357	82,633	
Emergency Services Coordinator	County Administration	25	57,976	76,817	95,660	
Emergency Services Technician	Emergency Services	13	32,283	42,775	53,267	
Environmental Inspector	Planning & Community Dev.	16	37,371	49,517	61,663	
Equipment Operator II	Sanitation	12	30,746	40,738	50,731	
Equipment Operator III	Sanitation	14	33,898	44,914	55,931	
Landfill Attendant	Sanitation	9	26,559	35,191	43,822	
Maintenance Supervisor	Maintenance	20	45,425	60,188	74,952	
Maintenance Technician II	Multiple	11	29,282	38,798	48,314	
Maintenance Technician III	Multiple	14	33,898	44,914	55,931	
Network Technician	Finance	18	41,203	54,592	67,983	
Office on Youth Director	Office on Youth	25	57,976	76,817	95,660	
Parks & Recreation Director	Parks & Recreation	29	70,470	93,372	116,275	
Planning & Community Dev. Director	Planning & Community Dev.	31	77,692	102,942	128,193	
Planning Technician/Plans Reviewer	Planning & Community Dev.	17	39,240	51,992	64,746	
Planner	Planning & Community Dev.	21	47,697	63,198	78,699	
Program Coordinator	Office on Youth	16	37,371	49,517	61,663	
Project Coordinator	Planning & Community Dev.	17	39,240	51,992	64,746	
Recreation Program Coordinator	Parks & Recreation	17	39,240	51,992	64,746	
Sanitation Supervisor	Sanitation	19	43,262	57,323	71,383	
Sanitation Worker	Sanitation	7	24,090	31,919	39,748	
Secretary I	Multiple	11	29,282	38,798	48,314	
Secretary II	Commonwealth's Attorney	13	32,283	42,775	53,267	
Sergeant	Sheriff	23	52,585	69,676	86,765	
Special Assistant to the County Administrator	County Administration	17	39,240	51,992	64,746	
Victim/Witness & Emp Resources Coord	County Administration	16	37,371	49,517	61,663	

GENERAL TERMS AND CONDITIONS
CONTRACTS

1. General Provisions

These General Terms and Conditions shall be attached to and made a part of any written contract (the "Contract") between Surry County, Virginia, and its contractors. In the event of any conflict between any provision of these General Terms and Conditions and the Contract, these General Terms and Conditions shall take precedence and control. Nothing in the Contract or any document executed in connection therewith shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained therein. Unless defined herein, capitalized terms shall have the meaning defined and used in the Contract. "Contractor" shall refer to all parties to the Contract other than the County.

2. Laws of the Commonwealth

- A. The Contract shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this Contract represents and warrants to the County that it is:
1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
 2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
 3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
 4. In full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of the Contract that:
1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a *bona fide*

occupational qualification reasonably necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this Contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section; and

2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under the Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. In every contract of over \$10,000, the Contractor agrees during the performance of the Contract that:

1. The Contractor shall A) provide a drug-free workplace for its employees; B) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this subparagraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

2. For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a the Contractor in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

D. In addition to the provisions contained in sub-paragraph C pertaining to drug-free workplaces, the Contractor shall comply with the federal Drug Free Workplace Act.

- E. Pursuant to Section 2.2-4343.1 of the *Code of Virginia* of 1950, as amended (the "Code") in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

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

3. **Certifications**

The Contractor certifies that:

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

sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and

- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

4. Warranties

The Contractor represents and warrants that it has the requisite experience, skills, capabilities and manpower to perform the Services as provided for in the Contract Documents in a good and workmanlike fashion, that it is a corporation chartered or authorized to do business in Virginia having all necessary licenses required by law, that the person signing the Contract has been fully authorized to do so, and his signature will legally bind the Contractor to the Contract. Any goods or services furnished by the Contractor under the Contract shall be new and covered by the most favorable warranties provided by the Contractor to any customer. The rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

5. Hold Harmless

The Contractor and all its subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the County, its Board of Supervisors members, officers, employees and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting there from, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the Services, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of

omission or commission including negligence, except sole negligence, of Surry County, its Board of Supervisors members, officers, employees, and/or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve the Contractor from liability under this provision.

6. Assignment

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

7. Default

In the case of default or breach by the Contractor or the failure of the Contractor to perform the Services in conformance with the specifications in the Contract, the County shall give written notice to the Contractor specifying the manner in which the Contract has been breached. If the County gives such notice of breach and the Contractor has not corrected the breach within seven (7) days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the Contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

8. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts or transcriptions.

9. Ownership of Documents

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

10. Payment and Performance Bond

If required by law, the Contractor shall furnish to the County performance and payment bonds in the amount of the Contract Sum, regardless of its amount, pursuant to Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code.

11. Required Payment

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

- A. Within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the Services under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;
- B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract;
- C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for Services performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above; and
- D. Include in its contracts with any and all subcontractors the requirements of A, B, and C above.

12. Liability Coverage

The Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this Contract. Such insurance shall at least have the coverages and be in the amounts set forth in Section 16 "Insurance and Bond Requirements" set forth below and shall name Surry County and the Surry County Board of Supervisors as Additional Insureds.

Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of A:V1. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' notice prior to cancellation or other termination of such insurance.

13. Loss or Damage in Transit

Delivery by the Contractor to a common carrier does not constitute delivery to County. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The County accepts title only when goods are received regardless of the F.O.B. point. The County will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the County to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. The Contractor shall make immediate replacement of the damaged or lost merchandise or be in default of the Contract. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the County, the Contractor may deduct the amount of damage or loss from his or her invoice to the County in lieu of replacement.

14. Termination for Default

In case of default by the Contractor for failure to deliver or perform in accordance with the Contract's specifications or terms and conditions, the County may procure the articles or services from other sources and hold the defaulting the Contractor responsible for any resulting additional purchase and administrative costs. The County will normally repurchase from the next low bidder or purchase competitively by resolicitation. If the repurchase results in increased costs to the County, a letter will be sent to the defaulted the Contractor requiring payment for additional costs. When repayment is requested, the Contractor will be removed from future bidding until the repayment has occurred. the Contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence. Failure of a Contractor' source to deliver is generally not considered to be an unavoidable cause. The burden of proof rests with the Contractor.

15. Insurance and Bond Requirements

The Contractor shall maintain the following insurance to protect it from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under this Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

TYPE OF COVERAGE

LIMITS

Workers' Compensation and Employer's Liability including coverage under United States Longshoremen's and Harbor Worker's Act where applicable

Statutory, including Employer's Liability of
\$100,000.00 Each Accident
\$500,000.00 Disease-Policy Limit
\$100,000.00 Disease-Each Employee

Comprehensive General Liability endorsement coverages.

Including the Broad Form C.G.L.

Premises – Operations

\$1,000,000 Each Occurrence

Bodily Injury Liability and Property Damage Liability Combined

\$3,000,000 Aggregate

Including:

Underground Hazard (U)

Explosion and Collapse

Hazard (XC)

Independent Contractors – Owner's Protective Bodily Injury Liability and Property Damage Liability Combined

\$1,000,000 Each Occurrence
\$3,000,000 Aggregate

Completed Operations - Products Liability

\$1,000,000 Each Occurrence

Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment

\$3,000,000 Aggregate

Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Contract between Owner and Contractor

\$1,000,000 Each Occurrence
\$3,000,000 Aggregate

Personal Injury with Employee's Exclusion C
deleted

\$1,000,000 Aggregate

Automobile Bodily Injury Liability and
Property Damage Liability Combined
covering all automobiles, trucks, tractors,
trailers, or other automobile equipment,
whether owned, non-owned, or hired by the
Contractor

\$1,00,000 Per Accident

Umbrella/Excess Liability

\$1,000,000 Each Occurrence

\$3,000,000 Aggregate

Professional Liability Insurance

\$1,000,000 Limit of Liability

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the County for damage thereto.

- B. The County reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

16. **No Waiver**

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

17. **Termination**

The County may terminate the Contract for its convenience at any time upon written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's Services under this Contract.

18. Choice of Law

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

19. Severability

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

20. Contractual Claims Procedure

- A. Contractual claims or disputes by the Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that the Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of the Contractor' intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not the Contractor files such written notice, the Contractor shall proceed with the Services as directed. If the Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the

Contractor is proceeding with the Services under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of the Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- D. The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.

21. Subject to Annual Appropriation

The Contract is subject to annual appropriation by the Board of Supervisors of Surry County. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the County. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the County, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the Board of Supervisors of Surry County for such purpose.

In the event of non-appropriation of funds for the items under this Contract, the County may terminate this Contract as to the Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after such action is taken.

22. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract and agree that service by certified mail to the addresses set forth in the Contract shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue in the Circuit Court of Surry County, and shall be brought only in such Court.

23. Notices

All requests, notices and other communications required or permitted to be given under the Contract shall be in writing and delivery thereof shall be deemed to have been made three (3)

business days after such notice shall have been duly mailed by certified first-class mail, postage prepaid, return receipt requested, one (1) business day after being deposited with any nationally recognized overnight courier service, or when delivered if delivered by hand delivery, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Contractor shall be sent to the address set forth in the Contract, and notices to the County shall be sent to:

Mr. Tyrone W. Franklin, County Administrator
Surry County
45 School Street
P.O. Box 65
Surry, VA 23883