**STANDARD CONTRACT FOR GOODS AND SERVICES**

**Contract No. XX-XXXX-XXX**

 This Stafford County Standard Contract for Goods and Services (“Standard Contract”) is entered into by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for goods and services identified herein, on the following terms and conditions. This Standard Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. **Definitions.**

As used in this Standard Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Standard Contract, the term “Contractor” shall mean:

**Company Name as per SCC**

**Address 1**

**Address 2**

1. **Contract Documents**.

The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”). The following exhibit(s) shall be part of the Contract Documents:

a. Exhibit A:

b. Exhibit B:

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and the County.

1. **Provision of Goods and Services.**

The Contractor hereby agrees to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Goods” and “Services”) described in Exhibit A in accordance with the terms and conditions of the Contract Documents. No aspect of the Goods and Services shall be deemed complete until it is accepted by the using County department (“Department”).

1. **Contract Term**.

The period of the Contract shall be (for one year with X optional one-year renewals) from the date of execution by the County. (until completed and accepted by the County).

1. **Contract Pricing.**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, based on the pricing set forth in Exhibit A, for Goods and Services provided by the Contractor, as described and required in the Contract Documents, and accepted by the County. If the County elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by Insert CPI, PPI, etc., or 3%, whichever the lesser. In no event shall the total sum of the Contract, including all renewal options, exceed $Insert Dollar Amount.

1. **Payment.**

Payment will be made by the County to the Contractor (1) after receipt by the Department of an invoice detailing the Goods and Services provided by the Contractor, and (2) after said Goods and Services have been accepted by the County. The Department will either approve the invoice or require corrections. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any subsequent modifications. The interest rate for any late payments shall accrue at rate of one percent (1%) per month. The County shall not be required to pay or reimburse Contractor for any costs including, but not limited to, reasonable attorneys’ fees, incurred by Contractor to collect any overdue amounts, unless said costs are ordered by a court of competent jurisdiction.

1. **Purchase Orders.**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Director of Procurement or designee (“Contracts Officer”). If the Contractor provides Goods and Services without a signed County Purchase Order, it does so at its own risk and expense.

1. **Delivery and Inspection**

The Goods shall be delivered FOB destination to the using Department at the time and place specified in the Contract Documents. Upon delivery:

* 1. All items received shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.
	2. In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.
	3. Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracts Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.
	4. If the Contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, the County may either:
1. by Contract Amendment or otherwise, replace or correct such items and Contractor shall reimburse the County, within a reasonable time specified by the Contracts Officer, for any expense incurred in excess of the Contract prices; or
2. terminate the Contract for default as provided in Paragraph 12 of this Standard Contract.
	1. Unless the Contractor corrects or replaces such items within the delivery schedule, the Contracts Officer may require the delivery of such items at a reduction in price, which is equitable under the circumstances.

Acceptance or rejection of the Goods shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject Goods shall neither relieve the Contractor from responsibility for such Goods as are not in accordance with the Contract requirements nor impose liability on the County. The inspection and test by the County of the Goods does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

1. **Assignability of Contract.**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Contracts Officer. If the Contractor desires to assign its right to payment of the Contract, Contractor shall notify the Contracts Officer immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the Contract.

1. **Non-Appropriation of Funds.**

The obligations of the County to pay compensation due to the Contractor pursuant to the Contract or any other payment obligations under any contract awarded pursuant to this Contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisor, but failure to give such notice shall be of no effect and the County shall not be obligated under the Contract beyond the date of non-appropriation.

1. **Termination for Convenience.**
	1. The parties agree that the County may terminate the Contract, or any portion thereof, or delivery of Goods required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.
	2. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
	3. Upon receipt of such Notice, the Contractor shall:
	4. cease any further deliveries of Goods or Services due under the Contract, on the date, and to the extent, which may be specified in the Notice;
	5. place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;
	6. terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
	7. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Contracts Officer; and
	8. use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.
	9. After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the County Contracts Officer.
	10. The Contracts Officer shall pay from the Department’s budget reasonable costs of termination, including a reasonable amount for profit on Goods received and Services completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the Goods and Services not provided. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount, but no amount shall be allowed for anticipated profit on undelivered goods and/or performed services.
	11. In the event that the parties cannot agree on the amount to be paid to the Contractor by reason of termination under this clause, the Contracts Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:
	12. with respect to all contract performance prior to the effective date of Notice of Termination, the total of:
		1. the cost of Services performed or Goods delivered;
		2. the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above; and
		3. a sum as profit on (A) determined by the Contracts Officer to be fair and reasonable.
	13. the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price or Goods and Services not terminated. In addition, no amount shall be allowed for anticipated profit on undelivered goods and/or unperformed services.
	14. In the event that the Contractor is not satisfied with any payments which the Contracts Officer shall determine to be due under this clause, the Contractor may dispute any claim in accordance with Paragraph 28 of this Standard Contract concerning Disputes.
	15. When termination for the convenience of the County is a provision of the Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.
2. **Termination for Default.**

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the County shall have the right to terminate the Contract. Any such termination shall be effected by mailing or delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the County from the Contractor is determined.

1. **Payment to Subcontractors.**

In accordance with Virginia Code § 2.2- 4354, as amended, the Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

* 1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
1. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

1. **Examination of Records.**
	1. The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.
	2. The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such sub-contractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
	3. The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.
2. **Compliance with Laws.**

The Contractor shall comply with all applicable federal and state laws, and with all County ordinances and requirements.

1. **Authorization to Conduct Business in the Commonwealth.**

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any business entity described above that enters into a contract with Stafford County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Stafford County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

1. **Employment Discrimination Prohibited.**

During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor’s employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

1. **Employment of Unauthorized Aliens Prohibited.**

In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

1. **Drug-Free Workplace.**

During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor’s employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

1. **Nondiscrimination Clause.**

In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

1. **Non-Visual Access.**

In accordance with Virginia Code § 2.2-3502, as amended, all information technology, which is purchased or upgraded by the County under any the Contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

* 1. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
	2. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
	3. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
	4. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.

Compliance with the nonvisual access standards set out in this paragraph is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

1. **Contractor Status.**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its operations. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

1. **General Warranty.**

The Contractor agrees to:

* 1. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
	2. Warrant that when the Contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
	3. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
	4. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
	5. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
	6. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
1. **Service Warranty.**

The Contractor agrees to:

1. Furnish Services described in the manner and subject to conditions of the Contract Documents, provided that the County may reduce the Services at any time.
2. Enter upon the performance of Services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
3. All Services shall be rendered in strict conformance to all laws, statues, and ordinances and the applicable government rules, regulations, methods, and procedures.
4. Allow Services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any Services not rendered in strict conformity with the Contract.
5. Stipulate that the presence of a Department staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. Department staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Department staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Contracts Officer.
6. **Ownership of Documents and Materials**
	1. Ownership of all materials, documentation, and data shall belong exclusively to the County. These materials and documentation, whether completed or not, shall be the property of the County, whether the work for which they are made is executed or not. The Contractor shall not use these materials on any other work or release any information about these materials without the express written consent of the County.
	2. The County, as owner of the materials, documentation, and data prepared for its project, has the right to use the project documents as a prototype to demonstrate scope, size, functional relationships, etc., to a Contractor providing a similar project.
7. **Insurance.**
8. In addition to any other forms of insurance or bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.

 (i) **Workers’ Compensation and Employer’s Liability**: Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than $500,000 (each employee) or a maximum limit of $1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

(ii) **Automobile Liability**: A minimum of $2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

(iii) **Comprehensive General Liability**: Comprehensive General Liability insurance at a minimum $1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and $2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.

1. Contractor providing professional services and/or Information Technology (IT) shall also provide and maintain the following insurance:

(i) **Professional Liability**: Professional Liability, Errors and Omissions insurance coverage with a minimum per occurrence/aggregate limit of $1,000,000. Professional services shall include, but not be limited to: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Insurance/Risk Management, Landscape/Architecture, Legal, Professional Engineers, Professional Surveying, and Information Technology (IT) Solutions and Services. Medical services provided by licensed professionals shall provide liability insurance at levels set by the Virginia Code.

(ii) **Cyber Liability**: In additional to Professional Liability, Errors and Omissions insurance coverage listed in subsection (iv) immediately above, any Contractor providing cloud-based IT services and solutions contracts must also provide coverage for Cyber Liability Coverage to assist in data loss or security breach in the amount of $3,000,000 per occurrence.

1. Additional insurance provisions that apply to all Contracts include:

(i) **Additional Insured**: The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."

(ii) **Liability Insurance "Claims Made" basis**: If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

(iii) **Excess or Umbrella Liability Policy**: Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. The Contractor shall provide shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.
2. The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.
3. Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Contracts Officer prior to the award of any Contract.
4. **Indemnification.**
5. General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor’s employees. As used in this paragraph, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney’s fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor’s responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
6. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor’s products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney’s fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this paragraph, Contractor must at its expense and within a reasonable time: (i) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (ii) modify such products, software, services or deliverables to make them non-infringing; or (iii) replace such products or software with a non-infringing equivalent. If, in the Contractor’s reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing this paragraph, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.
7. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County’s prior written consent before entering into such settlement or resolution.
8. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
9. **Force Majeure.**
10. A party is not liable for failure to perform the party's obligations if such failure is as a result of acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the Contract, but excluding any industrial dispute which is specific to the performance of the Contract, interruption or failure of electricity or telephone service.
11. If a party asserts force majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party in writing giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this Contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.
12. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
13. Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the Contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Contractor due to an event of force majeure.
14. **Disputes.**

Any dispute concerning a question of fact as a result of the Contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator’s, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.

The Contractor’s contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the Contractor’s intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Goods and Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

1. **Severability.**

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

1. **Non-Waiver.**

No waiver of any provision of the Contract shall constitute a waiver of any other provision nor shall any waiver of this Contract constitute a continuing waiver unless otherwise expressly provided.

1. **Governing Law, Venue, Jurisdiction.**

The Contract and its terms, including but not limited to, the parties’ obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction’s choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

1. **Entire Agreement.**

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

1. **Notices.**

Contract administration of the Contract will be performed by the Contracts Officer. Any questions pertaining to the Contract shall be directed to the Stafford County Purchasing Office. Unless otherwise provided herein, all notices and other communications required by the Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Contractor:

Company name as per SCC

Attention: POC

Address 1

Address 2

Phone:

Email:

Contact information for the County:

 Stafford County Central Procurement Office

 1300 Courthouse Road

 P.O. Box 339

 Stafford, Virginia 22555-0339

 Phone: 540-658-8614

 Email: Procurement@StaffordCountyVA.gov

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

1. **Survival of Terms.**

Upon discharge of this Contract, terms and conditions related to Insurance, Indemnification, Disputes, Notice, and Governing Law, Venue, and Jurisdiction shall continue and survive in full force and effect.

1. **Counterparts.**

This Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

**[Signatures on Following Page]**

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| **company name as per scc** |  | **BOARD OF SUPERVISORS of stafford county, virginia** |
| By: Name: Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:  |  | By: Name: Title: Date:  |

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