CONTRACT CTR018089
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
SOSCIA AND COMPANY, INC.

TABLE OF CONTENTS

1. SCOPE OF AGREEMENT 1
2. INTERPRETATION OF AGREEMENT 1
3. TERM 2
4. RENEWAL OF CONTRACT 2
5. PRICE ADJUSTMENTS 2
6. AUTHORIZED REPRESENTATIVES 2
7. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION 3
8. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS 4
9. CANCELLATION OF CONTRACT 4
10. TERMINATION FOR CONVENIENCE 4
11. ADDITIONS/DELETIONS OF SERVICES 4
12. VENDORS MANUAL 4
13. APPLICABLE LAWS AND COURTS 5
14. ANTI-DISCRIMINATION 5
15. ETHICS IN PUBLIC CONTRACTING 6
16. IMMIGRATION REFORM AND CONTROL ACT OF 1986 6
17. DEBARMENT STATUS 6
18. ANTITRUST 7
19. PAYMENT 7
20. PRECEDENCE OF TERMS 8
21. QUALIFICATIONS OF CONTRACTOR 8
22. ASSIGNMENT OF CONTRACT 9
23. CHANGES TO THE CONTRACT 9
24. DEFAULT 10
25. TAXES 10
26. INSURANCE 10
27. DRUG-FREE WORKPLACE 11
28. NONDISCRIMINATION OF CONTRACTORS 12
29. AVAILABILITY OF FUNDS 12
30. CURRENCY 12
31. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH 12

32. CONTRACTORS ACCESS TO COMMONWEALTH LOCATION(S) 12
33. AUDIT 13
34. BANKRUPTCY 13
35. BREACH 14
36. CONDITIONS OF PAYMENT 14
37. CONTRACTUAL DISPUTES 14
38. CONTINUITY OF SERVICES 15
39. WORK SITE DAMAGES 15
40. PRIME CONTRACTOR RESPONSIBLITIES 15
41. SUBCONTRACTS 15
42. WARRANTY 15-16
43. CREDITS 16
44. CIVILITY IN WORKPLACES 16
ATTACHMENT A A-1

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF GENERAL SERVICES

DGS OFFICE OF PROCUREMENT SERVICES (OPS)
1100 BANK STREET • SUITE 724 • RICHMOND, VIRGINIA 23219

CONTRACT CTR018089
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
SOSCIA AND COMPANY, INC.

1. SCOPE OF AGREEMENT

This is an agreement ("Agreement" or "Contract") between the Commonwealth of Virginia, Department of General Services ("Commonwealth", "Customer" or "DGS") and Soscia and Company, Inc., ("Contractor" or "Soscia and Company, Inc."), a Virginia corporation having its principal place of business at 265 Kings Grand Road, Suite 105, Virginia Beach, VA, 23452 for the provision of Appraisal Services ("Services") pursuant to the Commonwealth's Unsealed Request For Proposal URFP# DWJ-2023-0428 dated April 26, 2023 (the "URFP") and the Contractor's proposal, dated June 12, 2023 in response thereto.

Following completion of this Agreement, the Commonwealth shall issue eVA Orders to Contractor to provide services in accordance with the "Services and Pricing Schedule", attached hereto and incorporated herein.

To ensure maximum transparency and public access to the Commonwealth's procurement opportunities, and consistent with Code § 2.2-1110, the Commonwealth shall submit orders directly with Contractor through the Commonwealth's central electronic procurement website, as delineated with all ordering instructions herein.

2. INTERPRETATION OF AGREEMENT

As used in this Agreement, "services" shall include all documentation established and settled in the performance of Contract Services, in printed form, and produced or provided pursuant to this Contract, or any Order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The document comprising this Agreement, and their order of precedence in case of conflict, is the Contract CTR018089 consisting of terms and conditions labeled 1 through 44, including all Attachments hereto. The foregoing document represents the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. TERM

The Contract period will be for one (1) year from service commencement date as reflected on Attachment A, entitled "Services and Pricing Schedule" attached hereto and incorporated herein. All Orders and related documents shall survive the period of performance stated in this section until all Orders (executed prior to the expiration date of the Contract) have been completely performed.

4. RENEWAL OF CONTRACT

Following the Initial Term this Contract may be renewed upon the written mutual agreement of both parties for four (4) successive one (1) year periods, under the terms of the current Contract and with reasonable (approximately 90 days) written notice given prior to the expiration of the then current term.

5. PRICE ADJUSTMENT

At its sole discretion, the Commonwealth may permit price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contracting Officer. The Contract pricing for any renewal period following the Initial Term shall not exceed the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "Services" category of the Consumer Price Index for All Urban Consumers (CPI-U) section of the Consumer Price Index for the latest twelve (12) months for which statistics are available (http://www.bls.gov/news.release/cpi.t03.htm.)

Contractor shall give not less than thirty (30) days advance notice of any price increase request, with documentation, to the Contracting Officer. The Contracting Officer will notify the using agencies and Contractor in writing of the effective date of any approved increase. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old Contract prices.

"Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth and reflected in subsequent invoices.

ANY SUCH CHANGE IN PRICE SHALL BE SUBMITTED TO DGS IN WRITING IN ACCORDANCE WITH THE ABOVE.

6. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with § 2.2-4309 of the *Code of Virginia*. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this Contract shall be effective unless in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or $50,000, whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or their authorized designee.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA	CONTRACTOR
Procurement Director DGS	John L. Soscia
Office of Procurement Services	Soscia & Company, Inc.
1100 Bank Street, Suite 724	265 Kings Grand Road, Suite 105
Richmond, Virginia 23219-3639	Virginia Beach, VA 23452
Email: procurement@dgs.virginia.gov	Email: johnsoscia@sosciaandco.com

7. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All vendors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the Contract being cancelled.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

A. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

   i. DSBSD-certified Small Businesses: 1%, capped at $500 per order.

   ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

B. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/Contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

8. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The Contract will result in multiple purchase order(s) with the applicable eVA transaction fee

assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

9. CANCELLATION OF CONTRACT

The purchasing agency reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may also be terminated by the Contractor, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any Contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

10. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for convenience.

11. ADDITION/DELETION OF SERVICES

This Contract may be modified in order to add and/or delete services as deemed necessary by the Commonwealth, which are of like or similar nature. Such modifications may only be made by the representatives who are authorized to do so, as denoted herein under the section entitled "CHANGES/MODIFICATIONS." No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

12. VENDORS MANUAL

This contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".

13. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, §

2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

14. ANTI-DISCRIMINATION

Contractor certifies to the Commonwealth 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, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. 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, sexual orientation, gender identity, national origin, age, disability, or any 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. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
    e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or

at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

15. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that their proposal was 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 on 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.

16. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Applicable for all Contracts over $10,000: By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

17. DEBARMENT STATUS

By participating in this procurement, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

18. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of 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 the Commonwealth of Virginia under said Contract.

19. PAYMENT

A. To Prime Contractor:

i. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

iii. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

v. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2- 4363).

B. To Subcontractors:

i. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor awarded a Contract under this solicitation is hereby obligated:

a. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

b. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

ii. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all

amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

C. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the Contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

D. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

20. PRECEDENCE OF TERMS

The following General Terms and Conditions, *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, TERMS AND CONDITIONS, , AND PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this Contract, the Special Terms and Conditions shall apply.

21. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Contractor's physical facilities prior to award to satisfy questions regarding the Contractor's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Commonwealth that such Contractor is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

22. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

23. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

A. The parties may agree in writing to modify the terms, conditions, or scope of the Contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the Contract goods or services, or within the same broad product or service categories as were included in the Contract award. Any increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

B. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   i. By mutual agreement between the parties in writing; or

   ii. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

   iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

24. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

25. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73- 0076K. If sales or deliveries against the Contract are not exempt, the Contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

26. INSURANCE

Contractor certifies that it will have and maintain the following insurance coverage at the time of Contract award and during the period of the Agreement. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that both it and any subcontractors will maintain this insurance coverage during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the Contract shall be in noncompliance with the Contract.

B. Employer's Liability - $100,000.

C. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

D. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the Contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

27. DRUG-FREE WORKPLACE

Applicable for all Contracts over $10,000

During the performance of this Contract, the Contractor agrees to:

A. provide a drug-free workplace for the Contractor's 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 the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

C. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and

D. include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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.

28. NONDISCRIMINATION OF CONTRACTORS

Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

29. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

30. CURRENCY

Unless stated otherwise, Contractor shall state prices in US dollars.

31. 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 a public body pursuant to the Virginia Public Procurement Act 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. A public body may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

32. CONTRACTOR ACCESS TO COMMONWEALTH LOCATIONS

The Commonwealth shall grant to Contractor personnel such access to the Commonwealth locations as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

33. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

34. BANKRUPTCY

If Contractor becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then the Commonwealth may immediately terminate this Contract on notice to Contractor, unless Contractor immediately gives the Commonwealth adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Contractor, and if this Contract has not otherwise terminated, then the Commonwealth may suspend all further performance of this Contract until Contractor assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365

of the Bankruptcy Code or any similar or successor provision, it being agreed by the Commonwealth and Contractor that this is an executory Contract. Any such suspension of further performance by the Commonwealth pending Contractor's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of the Commonwealth to pursue or enforce any of its rights under this Contract or otherwise.

35. BREACH

The Contractor shall be deemed in breach of this agreement if the Contractor:

A. Fails to provide any service by the specified delivery date;

B. Repeatedly fails to respond to requests for required service within the time set forth in this Agreement;

C. Fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or

D. Fails to provide a written response to the Commonwealth Show Cause Notice within ten (10) days after receiving same.

The Contractor shall not be in breach of this Agreement if the default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its Subcontractors. Such causes may include, but are not restricted to, acts of God or of any public enemy, acts of the Commonwealth in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

36. CONDITIONS OF PAYMENT

All Services provided by Contractor pursuant to this Contract shall be performed to the satisfaction of the ordering Agency and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. Contractor shall not receive payment for defective material or work found by the ordering Agency to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

37. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-

4365 of the *Code of Virginia* nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia*, or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Department of General Services, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor' remedies include the right to terminate any license or support services hereunder.

38. CONTINUITY OF SERVICES

The Vendor recognizes that the services under this contract are vital to the Commonwealth and must be continued without interruption and that, upon contract expiration, a successor, either the Commonwealth or another vendor, may continue them. The Vendor agrees: 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; 2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and 3. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the vendor to its successor.
The vendor shall, upon written notice from the contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the contract Officer's approval.
The Vendor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

39. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

40. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

41. WARRANTY

Contractor agrees that the goods or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this Contract.

42. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

43. CIVILITY IN STATE WORKPLACES

Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1.) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2.) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SOSCIA AND COMPANY, INC.

BY: John L. Soscia

NAME: John L. Soscia
Printed

TITLE: President

DATE: 10/26/2023

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

BY: _____

NAME: _____
Printed

TITLE: _____

DATE: 10/27/2023

ATTACHMENT A
TO
CONTRACT CTR018089
BETWEEN
THE COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
AND
SOSCIA AND COMPANY, INC.

SERVICES AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of Contract Number CTR018089 between the Commonwealth of Virginia's Department of General Services, ("Commonwealth" or "State" or "DGS") and Soscia and Company, Inc., ("the Contractor" or "Soscia and Company, Inc.").

In the event of any discrepancy between this Attachment "A" and Contract Number CTR018089, the provisions of Contract CTR018089 shall control.

I. LISTING OF SERVICES

All requirements stated in the Commonwealth's URFP# DWJ-2023-0426, dated April 26, 2023 Section II, entitled "Statement of Needs"; and the Solution, including all Services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, dated June 12, 2023 submitted in response thereto, for the provision of Appraisal Services, as defined therein, in accordance with the following, or as otherwise stipulated in any Modification to this Agreement:

Services shall commence upon execution of this Agreement.

A. Performing a Real Property Appraisal. As specified in a SOW, perform a real property appraisal in accordance with (i) the current edition of the Uniform Standards of Professional Appraisal Practice ("USPAP") issued by the Appraisal Standards Board of the Appraisal Foundation, (ii) the current edition of the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) issued by the Interagency Land Acquisition Conference or (iii) the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended (42 U.S.C. 4601 et seq.)(Uniform Act) and the rules established thereunder at 49 CFR 24, and/or (iv) any other requirements imposed by federal or state law or agencies applicable to the appraisal services assignment, without departing from any binding requirements or specific guidelines.

B. Performing a Real Property Appraisal Review. As specified in a SOW, perform a real property appraisal review in accordance (i) with the current edition of USPAP, (ii) the current edition of UASFLA, and/or any other requirements imposed by federal or state law or agencies applicable to the appraisal services assignment, without departing from any binding requirements or specific guidelines.

C. Performing Real Property Appraisal Consulting. As specified in a SOW, perform real property appraisal consulting entailing, without limitation, the following: analysis of Absorption Study, Annexation Study Assessment, Cost-Benefit Study, Depreciation/Cost Study, Economic Base Analysis, Economic Structure Analysis, Feasibility Study, Impact Zone Study, Investment Strategy Study, Land Suitability Study, Location Analysis Study, Market Strategy Study, Marketability Study, Rehabilitation Study, Rental

Market Study, Site Analysis Study, Urban Renewal Study, Ad Valorem Tax Study, Assemblage Study Condominium Conversion Study, Cross Impact Study, Distressed Property Study, Economic Impact Study, Eminent Domain Study ,Highest and Best Use Study, Investment Analysis Study, Land Development Study, Land Use Study, Market Analysis Study, Market Turning Point Analysis Portfolio Study, Remodeling Study, Right of Way Study, Utilization Study, or Zoning Study. The performance of appraisal consulting services shall comply with any requirements imposed by federal or state law or agencies applicable to the appraisal services assignment.

D. Appraisal Reports

1. Appraisal Report and/or an Appraisal Review Report: Unless otherwise specified in the Purchasing Agency's SOW, the Contractor shall provide a written appraisal report to the Purchasing Agency that complies with the provisions and requirements of USPAP, applicable Virginia law and the rules and regulations of the Virginia Real Estate Appraiser Board. Furthermore, when specified in the SOW, the appraisal report or appraisal review report must also comply with UASFLA, the Uniform Act and the rules and regulations promulgated thereunder and/or other requirements imposed by federal or state law or agencies.

   Notwithstanding the foregoing, and unless explicitly excluded by the SOW, an appraisal report shall contain the following:

   A. A plat;

   B. A tax map or other marked aerial photograph of the boundaries of the appraised property;

   C. Photographs of, and a map depicting the location of, the subject and the comparable properties utilized in the analysis;

   D. The tax assessment of the subject property or properties and the date of such valuation;

   E. Zoning of the subject and comparable properties used in the analysis;

   F. The flood zone(s) the subject property is located in

   G. An opinion of highest and best use

   H. A grid utilizing quantitative adjustments for comparable sales to account for value-sensitive differences between the subject and the comparable sales and a full narrative description of the reasons and support for the adjustments; and

   I. A statement of any assumptions and limiting conditions.

   The subject property must be valued at its "highest and best use," as defined in the current edition of the "Dictionary of Real Estate Appraisal" by the Appraisal Institute. The highest and best use must

be an economic use. Public uses, as well as any value adjustments attributable to the public nature of the transaction participants, will not be acceptable. The support and rationale of the opinion of highest and best use is required.

The number of original reports and electronic copies of the report to be produced, and the method and location of delivery will be specified in the SOW.

2. Review of Appraisal Report and/or an Appraisal Review Report: Appraisal reports are subject to review in accordance with USPAP and, as applicable, with UASFLA, the Uniform Act and the rules and regulations promulgated thereunder and/or other requirements imposed by federal or state law or agencies that are applicable to the Appraisal Services assignment, the result of which may require corrective action by the appraiser.

   Appraisal reports and appraisal review reports will be reviewed by the Purchasing Agency prior to acceptance of the report and approval of payment. Reports, irrespective of the form used for the report, that do not comply (a) with USPAP, including, but not limited to, containing sufficient information to enable the client and intended users to properly understand the report and the rationale for the opinions, conclusions, and reconciliation of the data and approaches expressed therein (USPAP Standards Rule 2-1(b) and 2-2) or to properly understand the rationale for the reviewer's opinions and conclusions (Standards Rule 4-2(h)), (b) with applicable Virginia law and the rules and regulations of the Virginia Real Estate Appraiser Board (c) with, when specified in the SOW, UASFLA, the Uniform Act and the rules and regulations therein and/or other requirements imposed by federal or state law or agencies that are applicable to the Appraisal Services assignment and reports with factual errors, inaccuracies, internal inconsistencies or with excessive typographical errors are unacceptable. Appraisal reports and appraisal review reports should be thoroughly proofread prior to submission to a Purchasing Agency.

3. Delegation: Without the prior written approval of the Purchasing Agency, the Contractor engaged to perform an appraisal may not delegate the assignment, and must personally conduct inspections of properties being appraised and of the comparable sales, rentals, leaseholds and listings utilized in the report. If the response to this IFB is from a "business entity" (as defined in the Regulations promulgated by the Virginia Real Estate Appraiser Board) under which appraisal services are performed, then each member of such business entity that will perform appraisal services hereunder shall submit the required qualifications documentation specified below. In all instances, the appraisal report or appraisal review report shall be signed by a Virginia licensed Certified General Real Estate Appraiser or Certified Residential Real Estate Appraiser who has been qualified hereunder.

4. Competency. Acceptance of an appraisal assignment will be deemed as the Contractor's certification that he or she possesses the knowledge and experience to complete the assignment in compliance with USPAP's Competency Rule or that he or she shall undertake the necessary steps to comply with such rule.

5. Prior Appraisal of or Interest in Subject Property: Prior to the acceptance of an appraisal assignment, the Contractor must advise the Purchasing Agency if the appraiser has previously appraised or is currently appraising the subject property and if the Purchasing Agency has any current or prospective interest in the subject property.

6. Dissemination and Retention of Appraisal Report and Appraisal Reviews: Contractor shall not impose a limiting condition or other constraint upon the dissemination of an appraisal report or appraisal review report. The Commonwealth and/or any Purchasing Agency, and/or any other of their intended client users of the report or review may disclose the report or review, or parts thereof, as necessary to comply with applicable Virginia Freedom of Information Act disclosures, as determined solely by the Purchasing Agency. Retention of the report or review may be by any means deemed appropriate by the Commonwealth and/or any Purchasing Agency, or the intended user, including in any information retrieval system.

E. **Ordering Procedures**: Engagement of a Contractor by a Purchasing Agency for Appraisal Services will be based upon Contractor's availability, geographic service area, experience with property type and/or assignment scope, and pricing. Pricing will be a consideration, and is not to exceed the Contractor's established Contract rate for the geographic location of the subject real property, but is not the sole determining factor in the selection of a Contractor for an Order.

1. Request for Services: A Purchasing Agency will contact a Contractor, based upon their geographic service area, experience, qualifications, availability, pricing, etc. and provide a SOW to request an offer to perform Appraisal Services. The Purchasing Agency is to provide, as applicable - but not limited to, the following: a plat, a tax map parcel number, or other sufficient description of a parcel or parcels to be appraised; the intended use of the appraisal; the client and intended users of the appraisal; the definition of market value to use; the format of the appraisal (review) report to be produced; any extraordinary assumption or hypothetical condition to be used; whether, in addition to complying with USPAP, applicable Virginia law and the rules and regulations of the Virginia Real Estate Appraiser Board, the services to be rendered are to comply with UASFLA, the Uniform Act and the rules and regulations promulgated thereunder and/or other requirements imposed by federal or state law or agencies; and the number of original reports to be produced in addition to the PDF final report as accepted. The request for an offer may specify the maximum timeframe within which the appraisal (review) report is to be produced.

2. Proposed Pricing: Within the time period to respond that the Purchasing Agency specifies in the request for an offer to perform Appraisal Services, the Contractor, in order for its offer to be considered, shall provide a binding, not-to-exceed (NTE), written price quotation, to perform the Appraisal Services in accordance with the SOW within the time period specified in the request or in the offer, as applicable. Pricing shall be all-inclusive and include, without limitation, all of the Contractor's time and expenses. No out-of-pocket expenses will be reimbursed. Pricing on a

SOW shall remain valid for a period of thirty (30) days.

The Purchasing Agency reserves the right to extend the period to respond to a request for Appraisal Services, to ask a Contractor to reevaluate its pricing, to reject any offer, and/or to obtain any additional quotations the Purchasing Agency deems necessary from any other service providers, whether under Contract or not.

3. **eVA Order**: If a Purchasing Agency deems to accept an offer, then it will issue an Order to the Contractor in eVA or in the Purchasing Agency's own system, as the authority to proceed with the Appraisal Services. The Order is to include and incorporate the finalized SOW, which shall include the Contractor's offered NTE pricing and performance due date, and incorporate by reference the applicable

F. STAFFING REQUIREMENTS:

1. The Contractor's personnel shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be completely, fully, and easily understood by the Commonwealth's staff.

2. The Contractor will provide initial training and instruction, and annually thereafter, or upon request of the Commonwealth, for all supervisory and personnel providing Services under this agreement, to ensure essential requirements of the agreement, and all appropriate standards that are integral to the delivery of all Services herein, are known and maintained at all times by all Contractor or subcontractor staff.

3. The Contractor shall submit a current Certificate of General Liability Insurance to the Purchasing Office naming the DGS as an "Additional Insured", when requested, prior to the contract award and shall retain required insurance coverage during the term of the contract.

4. Contractor shall provide a copy of the Contract and associated quality performance requirements to all supervisors/lead persons involved in the performance of this Contract. Contractor's personnel shall familiarize themselves with the Contract and the quality performance standards expected for services provided under this Agreement.

    a. Primary Contacts: The Contractor shall provide in writing, the names of a primary and secondary contact to include telephone numbers, cell phone numbers, emergency phone numbers and email addresses. These contacts will be the Contractor's individuals authorized to handle complaint calls and inquiries about other problems as they may occur. These contact personnel shall be capable of authorizing immediate action when warranted. The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the DGS Contracting Officer.

i. Primary Contact:

Name/Title:	John Soscia, President
Telephone:	(757) 631-4420
Cell:	(757) 285-2385
Email:	johnsoscia@sosciaandco.com

II. Service Hours and State Recognized Holidays:

Services during normal business hours, 9:00 a.m. to 4:00 p.m., excluding State recognized holidays, unless otherwise requested by the Contract Administrator or designee. When service is not provided on a scheduled date due to state-observed holidays, the Contractor shall provide services on Tuesday or the next business day during normal business hours.

Contractor will not be compensated for overtime hours worked that begin before or extend beyond the hours stated above, unless specifically authorized to do so in writing by the DGS Contract Administrator or designee prior to the Service being provided.

Services will not be required on State recognized holidays, as follows:

Holiday	Date Observed
New Year's Day	January 1st
MLK Day	3rd Monday in January
George Washington Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus/Indigenous People Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving	4th Thursday in November and the Friday after
Christmas	December 25th

III. PRICING SCHEDULE

The pricing schedule includes the Contractor's all-encompassing costs and fees for services and equipment as described in Section I, entitled "LISTING OF SERVICES." The Contractor's rates shall include the employee wage, benefits, Contractor's profit, and Contractor's overhead. All taxes, gratuities, and other services shall be included in proposed rates and shall be complete for the Commonwealth's use; extra charges will not be allowed.

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant. Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement. The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

IV. INVOICING AND PAYMENT

A. Invoices

As applicable, all invoices shall be rendered promptly after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice upon shipment. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Ordering entity
2. Point of contact name
3. Description of the goods and/or services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

B. Methods of Payment

1. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. The Contractor shall submit a valid invoice to the invoice address designated in any order in accordance with the invoice mailing instructions therein.

2. For valid invoices in the amount of $5,000 or less, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding $5,000, or any then-current charge card small dollar usage threshold, the Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.

3. Payment may be made by any duly authorized official payment method or card as mutually agreed upon between the Commonwealth and the Contractor.

V. DGS POINTS OF CONTACT

Contract Administration (Primary)
Hugh Hubinger
Department Of Real Estate and Facilities Management
1100 Bank Street, 3rd Floor
Richmond, VA 23219
Tel: (804) 225-4011
Email: hugh.hubinger@dgs.virginia.gov

Contract Compliance Information

Office of Procurement Services
1100 Bank Street, Suite 724
Richmond, VA 23219
Email: procurement@dgs.virginia.gov
mailto:

VI. CONTRACTOR POINTS OF CONTACT

Primary Contact
John L. Soscia
Soscia & Company, Inc.
265 Kings Grand Road, Suite 105
Virginia Beach, VA 23452
Email: johnsoscia@sosciaandco.com
Tel: (757) 631-4420

Billing/Administration
John L. Soscia
Soscia & Company, Inc.
265 Kings Grand Road, Suite 105
Virginia Beach, VA 23452
Email: johnsoscia@sosciaandco.com
Tel: (757) 631-4420