

Northern Shenandoah Valley Talent Coalition

July 2024

**Request for Proposal (RFP)
for
Website Development**

RFP Number: RFP 2024- NSV Talent 1
Title: Northern Shenandoah Valley Talent Website Development
Issue Date: July 1, 2024
Proposal Due Date: July 31, 2024

All proposals and inquiries for information should be submitted in writing and directed to:

Jenna French, Director of Tourism & Economic Development
Shenandoah County
600 North Main Street, Suite 101
Woodstock, Virginia 22664
jfrench@shenandoahcountyva.us

I. Purpose:

The Northern Shenandoah Valley Talent Coalition (NSV Talent Coalition) invites responses to the Request for Proposal (RFP) from qualified website development firms (Offerors) to design and host a new website to promote the region as a premiere destination to live and work. The objective of the service contract is to design and develop an attractive, effective, user-friendly website designed to convey and disseminate a wide range of information including information on quality of life, top employers and industries, education, cost of living, transportation, health & wellness and the different localities within the region.

II. Overview:

In 2019, The Northern Shenandoah Valley Talent Coalition, consisting of Clarke, Frederick, Page, Shenandoah and Warren Counties and the City of Winchester partnered with Development Counsellors International (DCI) on a research and marketing strategy project to identify the region's talent challenges and create powerful marketing solutions. The Northern Shenandoah Valley Talent Coalition is a subcommittee under the Northern Shenandoah Valley Regional Commission (NSVRC).

Located in the northwest corner of Virginia and an hour and a half west of Washington, D.C., the five-county region is the northern gateway to the world famous Shenandoah Valley and Shenandoah National Park and home to one of the fastest growing communities in the D.C. area- the City of Winchester.

Target talent markets identified by DCI include:

- Arlington-Alexandria-Washington, DC-VA-MD-WV
- Baltimore – Columbia - Towson, MD
- Charlotte-Concord-Gastonia, NC-SC
- Hagerstown-Martinsburg, MD-WV

Key messaging from the study include:

- Live where others love to visit. Create a life you don't need a break from.
- When you live in an outdoor oasis, other people's great adventures become your weekly routine
- Employers in the Northern Shenandoah Valley want to invest in you. Enjoy major benefits and career upgrades.
- One region, multiple cities and towns- each with their own unique character.
- Proximity- perfected. Next to nature, but not too far from major metros

As part of the overall strategy, DCI recommended developing one regional website for information on living and working in the Northern Shenandoah Valley. This website will serve as a resource for employers to share with candidates, as well as for those looking to relocate and newcomers to the area.

The website should include the following key content functions:

- Map of the region with county/town spotlights
- Proximity map (in relation to D.C. and Baltimore)

- Cost of living comparison tool
- Housing/Real estate
- Top employers
- Shopping (grocery & retail)
- Schools, education and workforce development opportunities
- Things to do resources
- Upcoming events feed
- Live job search tool pulling in existing listings from other job search platforms

The region has the benefit of local tourism websites with an abundance of assets that showcase the region. It is suggested that the new website capitalize on the existing content and functions and can use outbound links to direct users to these other resources.

Examples of other inspirational talent websites include:

- www.charlottebackyardnc.com
- www.moveupstatesc.com
- www.choosewichita.com
- www.findyourjax.com
- www.workinnortherncolorado.com

III. Scope of Services:

The scope of services shall include, but not be limited to, the following:

A. Meetings: Provide an initial kick off meeting with the NSV Talent Coalition team and additional meetings to present a wireframe and website drafts. All meetings may be done via online conferencing tools.

B. Review Current Assets:

1. Review the current website LiveLoveShenandoah.com with the NSV Talent Coalition team to develop an understanding of the information included, what needs to migrate over to the new site and what pages or areas can be improved upon.

C. Design & Development:

2. Present a website design that reflects the region and objectives in a positive manner.
3. Design and develop a new, visually compelling, user-friendly website compliant with ADA, CCPA, CASL and GDPR standards including the following features:
 - a. Calendar of events featuring events held by local businesses and community partners. Such a calendar should pull events directly from Facebook or other platforms based on geofencing of the region or preidentified partner businesses and organizations. This can be a custom program or plugin;
 - b. Map allowing users to understand the different localities within the region and its proximity to major metropolitan markets such as D.C.
 - c. Individual user accounts and log-in credentials for each NSV talent coalition member to update and maintain information on the site as necessary;

- d. A dedicated blog page that is visually compelling and easy to navigate with the ability to search based on topics;
 - e. Ability to incorporate job search plugin used to search for positions available within the region
 - f. Ability to sign up for our E-newsletter;
 - g. Ability to incorporate streaming video and user generated content;
 - h. Ability to incorporate cost of living comparison calculator plugin
 - i. Ability to incorporate cost of commuting widget into the website
4. Recommend further enhancements to the site to enable its functionality and enrich it as a planning tool;
 5. Review existing content and make recommendations based on page copy, outlines and images provided to maximize SEO.
 6. Work with staff to update existing website content and create any necessary new content to deliver relevant information while optimizing Search Engine Optimization;
 7. Build the site to meet and adhere to SEO standards, including mobile responsive dynamic CSS styles that change layouts depending on the device and screen size, improving navigation and minimizing click thru rates;
 8. Build a site that will work on the latest stable version of all modern browsers that account for the vast majority of US web traffic: Chrome, Microsoft Edge, Firefox, Safari, iOS & Android browsers;
 9. Set up Google Analytics to allow staff to track overall website visitation and conversations from any paid advertising. Conversions include time on site, E-newsletter sign up or use of the job search tool or relocation guide;
 10. Integrate the site content with social media tools such as blog, Facebook, LinkedIn. etc and include the ability to add or delete social media tools as technology changes;
 11. Conduct usability testing prior to the launch of the revamped site;
 12. SSL certificate including website security software to protect from malicious cyber threats and malware.
 13. Ability to translate the website into other languages;

D. Training for Key Staff: Training of staff to be able to add and update future content to the site prior to the official website launch;

- a. Technical support providing a detailed summary of what technical support will be available to The County after the site is launched as part of this project and the duration of that support. Include:
 - i. Firm's response time if site goes down
 - ii. Frequency of site updates

E. Hosting and Ongoing Maintenance: Hosting of the website including an ongoing approach for keeping the site current without having to overhaul it repeatedly in order to maintain its relevance and effectiveness. Includes performing regular site and plug-in updates to keep the site working properly and keeping it current. The chosen vendor should help ensure that LiveLoveShenandoah.com continues to be a cutting-edge website and destination planning tool for the foreseeable future;

IV. Preparation and Submission Instructions:

A. General Proposal Instructions

RFP Response: Please provide one (1) hard copies and one (1) digital copy of your proposal in Microsoft Word or PDF format. Please clearly mark your proposal as *Northern Shenandoah Valley Talent Website Development*

Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the NSV Talent Coalition requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the NSV Talent Coalition pursuant to the RFP shall belong exclusively to the Coalition and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or

proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

All costs of proposal preparation and presentation shall be borne by each Offeror. The Coalition is not liable for any cost incurred by the Offeror prior to issuance of a contract.

Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Coalition. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Coalition will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

B. Specific Proposal Instructions

The following information must be provided in a written proposal form in standard 8.5" x 11" format, along with any other data deemed relevant by the Offeror so that the Coalition may properly evaluate your capabilities to provide the required services.

Section 1: Executive Summary (Maximum of 2 Pages)

The Offeror's submittal shall contain an executive summary that summarizes their overall capabilities and approaches for accomplishing the services specific herein. The Offeror shall provide a narrative demonstrating their full understanding of the project, scope, and tasks required to successfully complete the services.

Section 2: Skills and Experience of Project Team (Maximum of 3 Pages)

a. The Offeror shall list and describe the experience and demonstrate the qualifications of the direct project team, including any subcontractors that the Offeror proposes to use. The written narrative statement shall clearly identify the Project Manager as well as other members of the project team with whom the County would be working. The Offeror shall provide the names, qualifications, degrees, certifications, experience, and licenses of the employees, consultants, and sub-consultants to be assigned to the project. (Maximum of 3 Pages)

Section 3 – Similar Services and Related Experience (Maximum of 5 pages)

The Offeror shall provide a listing of at least three (3) references for whom similar services have been performed. The Offeror shall include a narrative of the services provided as well as the name and contact information including phone number and email address of the client for whom the work was performed. The Offeror shall describe the firm's experience with providing similar

services along with timelines. The Offeror shall provide work samples for the references along with narrative explaining how you achieved the desired goals and performance metrics for the client. While experience with other Economic Development offices or talent attraction related sites is not required, if the Offeror has previous experience with other Economic Development offices or talent related sites, please submit at least one such example.

Section 4 – Project Approach/Methodology and Ability to Meet/Exceed Requirements (Maximum of 3 pages)

The Offeror shall provide a narrative describing the approach/methodology proposed in providing the services.

Section 5 – Creative Portfolio (Maximum of 5 pages)

Provide details of, up to three examples of innovative websites completed for recent clients, had specific goals and how those goals were measured, leveraged resources, and demonstrates your creativity and leveraging of funds. Examples should include visuals where applicable. Please indicate what content, if any, came from other individuals or organizations such as plug-ins or software.

Section 6 – Project Schedule (Maximum of 1 page)

The Offeror shall provide the approximate date the Offeror is available to begin work and the proposed timeline to complete the project, noting any specific milestones; this may be shown by graphic timeframe in weeks.

Section 6 – Cost of Services (Maximum of 1 Page)

The Offeror shall provide a breakdown of all charges based upon the scope of services.

V. Evaluation of Proposals and Award Criteria:

To be considered for selection, offerors must submit a complete response to the Request for Proposals. Failure to submit all information requested may result in the rejection of the incomplete proposal.

Proposals shall be signed by an authorized representative of the offeror. One (1) original and one (1) digital copy of the proposal must be submitted to the Northern Shenandoah Valley Talent Coalition. Each hard copy of the proposal should be bound as a single volume as practical. Please avoid any unnecessary packaging such as binders to eliminate excess waste.

A. Evaluation Criteria: Proposals shall be evaluated by the County using the following criteria:

- a) Previous experience (20 points)
- b) References (i.e. satisfaction of former clients) (10 points)

- c) Credentials of project team proposed to perform work (10 points)
- d) Creative Portfolio (25 points)
- e) Quality of Writing (5 points)
- f) Project Approach (15 points)
- g) Fees (value of services provided in comparison to cost) (15 points)

B. Award Criteria: Procurement of non-professional services. The Coalition will rank proposals by the specifications set forth in the RFP. Interviews may be conducted with Offerors ranked highest. In these interviews, the Purchasing Agent should obtain binding prices. After the interviews are complete, the Purchasing Agent should award the contract to the Offeror with the best proposal.

To be considered for selection, Offerors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the proposal. The County reserves the right to cancel this Request for Proposal and to reject any and all proposals when such rejection is in the best interest of the Coalition.

VI. General Terms and Conditions:

A. General:

- a. Subject to the conditions, specifications, and instructions below, proposals will be received in person at the Economic Development and Tourism Office, 600 North Main Street, Suite 101, Woodstock, Virginia, 22664, until the time and date specified in the Request for Proposal.
- b. Offerors should respond to separate Requests for Proposals separately.
- c. The terms of this document shall form a portion of any contract between the Coalition and the successful offeror, whether or not these terms are expressly incorporated into the contract form.

B. Contents of Proposals:

- a. Unless the specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its equivalent, shall be furnished. If, however, the offeror proposes equivalent but not identical items, the offeror must furnish descriptive literature and full particulars for review, so that

the Purchasing Agent may assure equivalence of items. If no mention is made of any exceptions, it is assumed that the Offeror is furnishing the article mentioned and not an approved equal, and he or she will be required to deliver the exact article specified.

- b. Offeror shall submit with the proposal descriptive literature of the commodities, equipment, materials, supplies or services which he or she proposes to furnish, if such articles are other than the exact item specified.
- c. Samples of items, if requested, shall be furnished by the Offeror without charge. Upon request, the samples will be returned at the Offeror's expense; otherwise, samples may be destroyed or consumed.
- d. Time of proposed delivery shall be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote the earliest delivery date as it may be considered a factor in making an award.
- e. The proposal, and any other documents required, shall be enclosed in a sealed opaque envelope.
- f. Unless the Request for Proposal concerns professional services, the proposal shall state the Offeror's price, and the Coalition will consider price in ranking the proposals.

3. Offeror's Representations:

- a. Each Offeror, by submitting a proposal in response to this request for proposals, represents that the Offeror has read and understands the contract specifications and has familiarized himself with all federal, state and local laws, ordinances, rules and regulations that in any manner may affect the cost, progress or performance of the work.
- b. The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint himself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to his proposal or to the contract.

1. Contractor's Registration:

- a. Construction contractors are referred to Chapter 11 of Title 54.1 of the Code of Virginia, concerning residency issues, licensing issues, and evidence of licensure. Such contractors shall submit proper evidence of their registration.

5. Addenda:

- a. If any party contemplating the submission of a proposal on this request for proposal is in doubt as to the meaning of any part of the plans, specifications or other documents, they should submit a written request for an interpretation thereof to the Coalition. Typically, an interpretation of the contract specifications will be made only by addendum duly issued to each party receiving a request for proposal. Addenda will be available at the Coalition offices for review by any interested party. The Coalition will not be responsible for explanations or interpretations of contract specifications except as issued by addendum.
- b. Any changes to the request for proposal and contract specifications will be in the form of a written addendum from the Coalition which shall be signed by the Coalition Administrator or any duly authorized representative.
- c. The Coalition will endeavor to issue all addenda no later than four calendar days prior to the date set for the receipt of proposals except for addenda extending the date for the receipt of proposals or withdrawing the request for proposals.
- d. Each Offeror shall be responsible for determining that all addenda issued by the County for the request for proposals have been received before submitting a proposal for the work.
- e. Each Offeror shall acknowledge the receipt of each addendum in his proposal.
- f. Unless otherwise instructed by a potential Offeror, the Coalition will issue addenda by email, wherever practicable. If the Coalition does not know a potential Offeror's email address, or if emailing is impracticable, the Coalition may use any other method of delivery reasonably calculated to result in timely delivery to the potential Offerors.

2. Taxes:

- a. The successful Offeror shall pay all state, local, and federal taxes. Said taxes shall not be in addition to the contract price between the Coalition and the successful Offeror, as the taxes shall be an obligation of the successful Offeror and not of the Coalition, and the Coalition shall be held harmless for the same by the successful Offeror.

3. Submission of Proposals:

- a. All proposals are due July 31, 2024
- b. Please mail or deliver all proposals in hard copy. Emailed proposals will only be accepted as supplementary digital copies and will not be considered on their own. Please do not send proposals by fax.
- c. The envelope containing the proposal should be sealed and marked in the lower left-hand corner with the request for proposal number, commodity, and hour and due

date of the proposal. Additional copies of proposals should be enclosed in the same envelope as the original proposal.

- d. If a proposal contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

4. Modification of Proposal:

- a. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Coalition in writing of his or her intentions.
- b. Modified and withdrawn proposals may be resubmitted to the Purchasing Agent up to the time and date set for the receipt of proposals.

5. Award of Contract:

- a. The Purchasing Agent reserves the right to waive any informality in proposals and to reject any or all proposals.
- b. The contract documents shall be subject to and governed by the laws of the Commonwealth of Virginia. Any dispute arising out of the contract documents, their performance, or their interpretation shall be litigated in the Circuit Court of either Warren, Frederick or Shenandoah County.

10. Bonds:

- a. If the successful Offeror is required to furnish a Performance Bond and a Labor and Material Payment Bond by the request for proposals, or if the proposal is for a construction contract in excess of \$500,000, the successful Offeror will be required to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the requirements of § 2.2-4337 of the Code of Virginia. Alternatively, the Offeror may provide a certified check, cashier's check, or cash escrow in the face amount required for the bond.

11. Insurance:

- a. Unless expressly waived by the Coalition, the successful bidder shall maintain insurance to protect themselves and the Coalition from claims under the Workman's Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by the bidder or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the specifications of this section, or the requirements of applicable law, if greater.

- b. The successful bidder shall carry public liability insurance at least in the amounts specified below, including the contractual liability assumed by the contractor, and shall deliver Certificates of Insurance from carriers acceptable to the Coalition specifying such limits, with the Coalition named as an additional insured. In addition, the insurer shall agree to give the Coalition 30 days' notice of its decision to cancel coverage.

Worker's Compensation and Employer's Liability

Coverage A – Statutory Requirements

Coverage B – \$100,000 Per Occurrence

Coverage C – \$100,000/\$100,000 Accident and/or Disease

All States Endorsement

Automobile Liability, including Owned, Non-Owned and Hired Car Coverage

Bodily Injury - \$2,000,000 per person, \$2,000,000 each occurrence

Comprehensive General Liability

Bodily Injury - \$2,000,000 per occurrence, \$2,000,000 annual aggregate

Property Damage - \$250,000 per occurrence, \$250,000 annual aggregate

Including Completed Operations/Products, Contractual Liability for Specified Agreement, Personal Injury, (XCU) Explosion, Collapse and Underground Coverage, Broad Form Property Coverage.

12. Successful Offeror's Performance:

- a. The successful Offeror shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the terms, conditions, specifications and drawings of his proposal and the contract documents.
- b. The successful Offeror agrees and covenants that his agents and employees shall comply with all Town, County, City, State and Federal laws, and rules and regulations applicable to the business to be conducted under the contract.
- c. The successful Offeror shall ensure that his employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. The successful Offeror shall cooperate with Coalition officials in performing the work so that interference with existing Coalition operations will be held to a minimum.
- e. The successful Offeror agrees and covenants that he or she shall indemnify and hold the Coalition and its employees and agents harmless against and from all liability, claims,

damages and costs, including attorneys' fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not caused in part by a person or entity indemnified by this agreement.

- f. In case of any contractual default of the successful Offeror, the Coalition, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful Offeror responsible for all damages including, without limitation, attorneys' fees and any other excess cost occasioned thereby.

13. Employment Discrimination by Contractor Prohibited:

- a. During the performance of this contract, the successful Offeror agrees as follows:
 - (1) The successful Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The successful Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The successful Offeror, in all solicitations or advertisements for employees or on behalf of the successful Offeror, will state that such contractor is an equal opportunity employer.
 - (3) 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.

- b. The successful Offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. Drug Free Workplace:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) 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; (iii) 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 (iv) include the provisions of the foregoing clause 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 in accordance with these provisions, 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.

15. Compensation:

a. The successful Offeror shall be required to submit a complete itemized invoice on each delivery or service which he or she may perform under the contract.

b. Payment shall be rendered to the successful Offeror for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

16. Successful Offeror's Obligation to Pay Subcontractors:

a. The successful Offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the Coalition for work performed by his subcontractor(s) under the contract:

(1) Pay the subcontractor(s) for the proportionate share of the total payment received from the Coalition attributable to the work performed by the subcontractor(s) under the contract; or

(2) Notify the Coalition and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

b. The successful Offeror shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the Coalition for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph a(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

c. The successful Offeror shall include in each of its subcontracts 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(s).

d. The successful Offeror obligation to pay an interest charge to a subcontractor(s) pursuant to the payment clause in this section shall not be construed to be an obligation of the Coalition. A contract modification will not be made for the purpose of providing reimbursement for such

interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

17. Cancellation:

a. The Coalition reserves the right to terminate the contract immediately (i) in the event that the successful Offeror discontinues or abandons operations; (ii) if adjudged bankrupt, or reorganized under any bankruptcy law; or (iii) fails to keep in force any required insurance policies or bonds.

b. Failure of the successful Offeror to comply with any section or part of its contract will be considered grounds for immediate cancellation of the contract by the Coalition.

b. If the successful Offeror has not breached the contract but the Coalition cancels it, the Offeror will be paid by the Coalition for all scheduled work completed satisfactorily by the successful Offeror up to the termination date set in the written cancellation notice.

19. Claims and Appeals:

All claims against the Northern Shenandoah Valley Regional Commission (NSVRC) and appeals decisions be made in strict accord with NSVRC's Procurement Policy. Compliance with the policy is mandatory.

20. Cooperative Procurement:

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions, and localities of the Commonwealth of Virginia with the consent of the successful Offeror.

21. The Coalition does not discriminate against faith-based organizations.

Certification:

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. I certify that I have the authority to bind the corporation.

Name of Firm _____

Address of Firm _____

Signature _____

Date _____

Printed Name _____

Title _____

This statement must be signed by the Offeror or its authorized representative and included in the Proposal Submission.