



REQUEST FOR PROPOSALS

ISSUE DATE: March 1, 2024

ISSUE TITLE: Prevention and Wellness Services Marketing Campaign

ISSUING AGENCY: Northwestern Community Services Board
209 W. Criser Road, Suite 300 Front
Royal, VA 22630

CONTRACT PERIOD: Three years with two 1-year renewal options.

Sealed proposals will be received for furnishing services described herein until March 22, 2024, at 2:30 p.m.

All inquiries for information should be directed to:

Bonnie Mihill, Purchasing Agent
Northwestern Community Services Board
209 W. Criser Rd., Suite 300
Front Royal, VA 22630
Telephone: 540-636-4250, Ext. 2247 Email:
bonnie.mihill@nwcsb.com

If Proposals are mailed, **send directly to the Purchasing Agent at the address shown above.** If Proposals are hand delivered, **deliver to the address shown above.** Envelopes should be marked "Prevention and Wellness Marketing Campaign". Additionally, **proposals can be submitted electronically** in eVA at the following link: www.eva.virginia.gov. ***Please note: if you are not registered with eVA, please allow enough time to do so prior to the proposal deadline. We will not be able to accept proposals after the deadline resulting from delays due to eVA registration.***

PROCESS AND TIMELINE: The Northwestern Community Services Board plans to make a final decision regarding their Prevention and Wellness Services Marketing Campaign by April 12, 2024.

As such, the following tentative timeline has been established:

03/01/2024	Request For Proposals (RFP) Released
03/06/2024	Optional Pre-bid Conference @10:00a.m.
03/08/2024	Closing Date for Questions until 2:30p.m.
03/11/2024	Final Addendums Posted by COB
03/22/2024	RFP Responses Due by 2:30p.m.
04/01/2024	Interviews will be held April 1st – April 5th 2024
04/12/2024	Announcement of Intent to Award

It is the Offeror's responsibility to assure that proposals are received at the location indicated by the date and time above. This complete document with all attachments must accompany your proposal, with all information and signatures applied as required.

OPTIONAL PRE-BID CONFERENCE: An optional pre-bid conference will be held via Microsoft Teams on Friday, March 6th, 2024 at 10:00 a.m. **Contact purchasing agent for Microsoft Teams invite.**

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

Offeror Name and Address:

Date: _____

By: _____
(Signature in Ink)

Name (Printed/Typed)

Telephone No.: _____

Title: _____

FEI/FIN Number: _____

Years in Business: _____

*Offeror ____ DOES ____ DOES NOT consider his/her firm to be a minority owned business.
Offeror ____ IS ____ IS NOT certified as a minority business by the Virginia Department of Minority Business Enterprise.

*Offeror ____ DOES ____ DOES NOT consider his/her firm to be a woman owned business.
Offeror ____ IS ____ IS NOT certified as a woman business by the Virginia Department of Minority Business Enterprise.

*Optional Information: Minority contractors are encouraged to submit proposals; however, minority or woman-owned status does not influence award.

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1.0 PURPOSE: The purpose of this Request For Proposals (RFP) is to contract with multiple media advertising companies

2.0 BACKGROUND: Northwestern Community Services Board (NWCSB) provides Prevention and Wellness services, which includes dissemination of various media/marketing campaigns in the Virginia counties of Clarke, Frederick, Shenandoah, Page, and Warren, and the City of Winchester.

3.0 STATEMENT OF NEEDS:

The purpose of this request is to solicit potential options and strategies from selected vendors for efficient dissemination of prevention and wellness media/marketing campaigns through a variety of different mediums.

4.0 Introduction:

Vendors are needed on a periodic basis to support a multitude of media campaigns through a variety of different mediums. These include, but are not limited to broadcast TV, satellite TV, streaming video and music, online and local radio, billboards, Gas Pump TV, social media platforms and other digital and print promotion. Vendors will work closely with NWCSB's communication specialist to ensure correct quality and formatting of messaging. Vendors are also required to report on reach/impression numbers of each campaign as well as interaction with the content.

4.1 Points of Interest:

NWCSB is most interested in vendors that provide a wide range of mediums for advertising so that the messages can reach the highest possible percentage of the population in the service area.

4.1.1 Digital Marketing

- Provide multi-media marketing and advertising strategy, including channel strategy as well as key performance indicators and measurement plans to support media and creative initiatives;
- Provide a variety of channels for target populations and evaluate engagement with websites/links to additional information including but not limited to local TV, Dish/Satellite TV, Streaming Services, etc.);
- Execute Strategic and tactical digital media advertising buys on a variety of social media platforms (e.g. X(Twitter), Facebook, Instagram and/or search engine marketing and/or other new and innovative platforms (for example, Gas pump TV);
- Work with Prevention and Wellness staff to develop a tactical media plan and timeline to create effective reach and engagement among target audiences in diverse markets;
- Develop a strategy for measuring the effectiveness of various campaigns and marketing strategies and methods to inform future decisions.

4.1.2 Billboard Marketing

- Vendor must provide space on its owned billboards at a competitive price or negotiate competitive pricing and terms with billboard agencies to rent space on billboards prominently and strategically placed in the service area for various marketing campaigns.

4.1.3 Radio, Streaming Music Marketing

- Vendor must possess the capability to negotiate and execute ad buys with local and/or streaming radio and music platforms and provide information on reach at the end of each campaign.

4.1.4 Implementation, cost, and summary reports

- Vendor must work with NWCSB to create an implementation timeline on a wide range of marketing campaigns, ensuring messaging is received when it is intended to be received and by the identified targeted audiences and targeted locations (zip code specific)
- Vendor must possess the capability to provide a cost measurement for each campaign to aid in

evaluating its effectiveness (e.g. reach per \$1,000.00).

- Vendor must possess the capability to provide a summary of reach, impressions, and engagement at least by the end of each campaign and possess the ability to modify the marketing strategy and plan if engagement is less effective than expected.

5.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

5.1 General Instructions:

5.1.1 RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP via previous instructions. Additionally, each mailed proposal submitted to NWCSB must contain One (1) original and (4) copies. No other distribution of the proposal shall be made by the Offeror.

5.1.2 Proposal Preparation:

5.1.2.1 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 purchasing agency 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 by NWCSB. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

5.1.2.2 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.

5.1.2.3 Ownership of all data, materials and documentation originated and prepared for NWCSB pursuant to the RFP shall belong exclusively to NWCSB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets of 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 protection of Section 2.2-4342.F of the *Code of Virginia*, in writing, either before or at the time the data 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 and will result in rejection and return of the proposal.

5.2 Specific Requirements:

5.2.1 Proposals should be as thorough and detailed as possible so that NWCSB may properly evaluate the services. Offerors are required to submit the following items as a complete proposal:

5.2.2 The return of the RFP cover sheet and all addenda acknowledgements, signed and completed as required.

5.2.3 A narrative statement as to the Offeror's qualifications to perform the work listed in the State of Needs. In addition, if the Offeror anticipates using a subcontractor(s), the same information must be submitted concerning the proposed subcontractor(s). This narrative must address the following:

5.2.3.1 Description of the background and experience of the Offeror and any proposed subcontractor(s). This should include the number of years performing this service. Current annual reports should be included.

5.2.3.2 Names, addresses, telephone numbers and individual contacts of at least three current accounts of similar size and complexity handled by the Offeror and subcontractor(s) servicing office.

5.2.3.3 Resumes of staff personnel to be assigned to this contract. This should describe their anticipated roles in serving the account. Include an organizational chart showing internal relations as well as relations with any subcontractors or insurers.

5.2.3.4 Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or "foreseeable" mergers or acquisitions.

5.2.3.5 Describe, in detail, the technical approach and timeline that will be used in implementing and completing this project.

5.2.3.6 Offerors shall provide all License, Maintenance and Support Agreements including those that are for third party software that will be used to meet NWCSB's requirements.

5.2.3.7 Offeror must specify how customer service issues raised by the Contractor's contact will be resolved.

6.0 EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated using the following criteria:

6.1 Evaluation: Proposals shall be evaluated by the NWCSB using the following criteria:

6.2 Scoring:

EVALUATION CRITERIA	POINT VALUE
1. Experience and qualifications of personnel assigned to perform the services Qualifications and experience related to the required knowledge needs and services outlined in the statement of needs. Evidence of past performance across multiple, measurable mediums, to include paid media, technical proficiency and demonstrated understanding of scope of work.	25
2. Specific plans and methodology to be used to perform the services Overall strategic approaches, plans and metrics that align with campaign goals. Clear demonstration of results and reports to measure campaign performance and recommendations, as needed. Quality and feasibility of offeror's plan to implement strategic campaigns.	25
3. Proposed Cost Effective and efficient delivery of quality services are demonstrated in relation to market/industry costs. The allocation of services is reasonable and appropriate.	25
4. Mediums from which ad purchases can be made Evidence that ad buys are coming from a variety of different platforms. Mediums can include but are not limited to billboards, local and streaming radio, local, satellite and streaming tv, social media platforms, Gas pump TV monitors, and other digital and print forms	25
TOTAL	100

7.0 GENERAL TERMS AND CONDITIONS:

7.1 Procurement Regulations: This solicitation is subject to the provisions of the purchasing regulations of NWCSB and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of these regulations is available for review at the purchasing office by calling 540-636-4250, Ext. 2247

7.2 Applicable Laws and Courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

7.3 Compliance:

7.4 General Compliance Provision: By signing this Proposal, the Offeror certifies that it is and will remain in full compliance with:

The Federal Civil Rights Act of 1964, as amended.

The Federal Immigration Reform and Control Act of 1986.

The Virginia Fair Employment Act of 1975, as amended, where applicable.

The Virginia Conflict of Interest Act.

The Virginians with Disabilities Act.

The Americans with Disabilities Act.

Section 2.2-4311 (Employment Discrimination Act)

Section 2.2-4311.1 (Compliance with Immigration Law)

Section 2.2-4311.2 (Compliance with VA SCC registration)

Section 2.2-4312 (Drug free workplace)

Section 2.2-4354 (Payment to Subcontractor) of the Virginia Public Procurement Act.

Sections 2.2-4367 and 2.2-4377 (Ethics in Public Contracting) of the Virginia Public Procurement Act.

The Antitrust laws of the United States and the Commonwealth of Virginia.

7.5 Non-Discrimination: By submitting their proposals, Offerors certify to NWCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization (i) shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract authorized by this section on the basis of the recipient's religion, religious belief, or refusal to participate in a religious practice or on the basis of race, age, color, gender, sexual orientation, gender identity, or national origin and (ii) 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. Nothing in clause (ii) shall be construed to supersede or otherwise override any other applicable state law. (Code of Virginia, §2.2-4343.1).

In every contract over \$10,000 the provisions in a. and b. below apply:

a. During the performance of this contract, the Contractor agrees as follows:

- The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 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.
- 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 Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.6 Immigration Reform and Control Act of 1986: By submitting their proposals, the Offerors certify that they do 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.

7.7 Compliance with VA SCC Registration: An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this Article is granted by the chief executive officer of Northwestern Community Services Board.

7.8 Antitrust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NWCSB all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by NWCSB under said contract.

7.9 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 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 in accordance with this chapter, 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.

7.10 Ethics in Public Contracting: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred 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 were exchanged.

7.11 Debarment Status: By submitting their proposals, Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

7.12 Mandatory Use of NWCSB's Forms, Terms and Conditions: Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, NWCSB reserves the right to decide on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

7.13 Clarification of Terms: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should submit those questions to the buyer whose name appears on the face of the solicitation no later than 4:00pm September 8, 2023. Any revisions to the solicitation will be made only by addendum issued by the buyer. **Any unauthorized contact concerning this solicitation with a NWCSB representative, other than the purchasing agent named on page one of this solicitation is prohibited and may disqualify your firm from this procurement.**

7.14 Precedence of Terms: Except for Paragraphs titled Procurement Regulations, Applicable Law and Courts, Compliance, Debarment Status, Mandatory Use of NWCSB Forms and Terms and Conditions, and Precedence of Terms herein, which shall apply in all instances, in the event there is a conflict between the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

7.15 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of NWCSB.

7.16 Qualifications of Bidders or Offerors: NWCSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to NWCSB all such information and data for this purpose as may be requested. NWCSB further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy NWCSB that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

7.17 Changes to the Contract: By written notice to the Contractor, NWCSB may from time to time make changes, within the general scope of the contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.

7.18 Testing and Inspection: NWCSB reserves the right to conduct any audit/inspection it may deem advisable to assure services conform to the specification.

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

7.20 Non-Discrimination of Contractors: An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, gender, national origin, age, or disability or against faith-based organizations. 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.

7.21 Taxes: Sales to NWCS 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 be free of Federal excise and transportation taxes.

7.22 Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, NWCSB will publicly post such notice on the agency's website for a minimum of 10 days. **NWCSB reserves the right to make a single award or to award portions to multiple contractors as determined to be in the best interests of NWCSB.**

8.0 SPECIAL TERMS AND CONDITIONS:

8.1 Best and Final Offer: At the conclusion of negotiations the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

8.2 Bid Acceptance Period: Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8.3 Confidentiality and Records: The Contractor assures that information and data obtained, to include personal facts and circumstances related to clients and agency staff, shall be considered confidential, during and following the term of this agreement, and will not be divulged without NWCSB's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by NWCSB as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials, data, and information in the possession of the Contractor, provided to or obtained by the Contractor during the performance of this agreement and to satisfy the requirements of this agreement, shall be provided to the Purchasing Agent in hardcopy and/or electronic form. Except where law allows, the Contractor shall not retain hard copies of the material, data and information and all electronic stored material, data and information shall be expunged from equipment and systems retained by the Contractor.

8.4 Criminal History: NWCSB reserves the right to restrict activities required to provide the services herein to only those persons who are without criminal conviction. This restriction shall not relieve the contractor of any requirements herein. Upon request of NWCSB, the contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. NWCSB may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to NWCSB, its employees or clients, and may waive this restriction on a case-by-case basis.

8.5 Contractor License Requirement: By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

8.6 Integration and Modification: This contract constitutes the entire agreement between the Contractor and the Purchaser. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless reduced to writing, signed by the parties, and attached hereto.

8.7 Limitation of Liability: To the maximum extent permitted by applicable law, the contractor's liability under this contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this contract shall not exceed the actual cost of the loss. The contractor will not be liable under this contract for any indirect, incidental, special, or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification, or reimbursement.

8.8 Severability: Each paragraph and provision of this agreement is severable from the entire agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.9 Insurance: By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the Contract, NWCSB reserves the right to require the Contractor to furnish certificates of insurance for the coverages required by NWCSB and the Commonwealth as indicated. See Appendix - A for NWCSB's Insurance Requirements

8.10 Availability of Funds: It is understood and agreed between the parties herein that NWCSB shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

8.11 New Products: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment. Any software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation. This includes consumables.

8.12 Product Substitution: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the Information Technology Manager whose name appears on the front of this solicitation, or their designee.

8.13 Qualified Repair Personnel: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. NWCSB reserves the right to require proof of certification prior to award and at any time during the term of the contract.

8.14 Software Upgrades: NWCSB shall be entitled to any and all, firmware, driver, patches and software upgrade versions covered in the contract that becomes available from the OEM supplier or contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of NWCSB's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

8.15 Title to Software: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

8.16 Warranty Against Shutdown Devices: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

8.17 Cancellation of Contract: Any agreement resulting from this solicitation may be terminated without penalty, in part or in whole, at any time by NWCSB for any reason or for no reason, upon ninety (90) days advance written notice to the Contractor. The Contractor shall be compensated ratably for any services and/or work performed prior to termination, in the event of termination.

8.18 Acceptance of Terms and Conditions: Offerors must submit as a separate section with their proposal any exceptions to NWCSB's Terms and Conditions as set forth above.

9.0 METHOD OF PAYMENT:

Compensation to the Contractor for services will be through arrangement between Contractor and NWCSB generated monthly based on invoicing from the Contractor. Payment terms shall be governed by § 2.2-4352 of the *Code of Virginia*.

9.1 PAYMENTS TO SUBCONTRACTORS:

The contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the contractor by NWCSB for work performed by any subcontractor under the contract:

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

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

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

All contractors, if a proprietorship, partnerships and/or corporations shall provide NWCSB with its federal employer identification number, or if an individual contractor, their social security number.

NWCSB reserves the right to reject any and all proposals.

10.0 Appendix A (Insurance Requirements)

INSURANCE REQUIREMENTS

Insurance Requirements of Northwestern Community Services Board (NWCSB)

We deeply appreciate doing business with your firm and ask that you please provide us with a current Certificate of Insurance for your company including the following required limits and coverages:

Commercial General Liability

1. Include Limits of at least \$1,000,000 per occurrence/\$2,000,000 General Aggregate/ \$2,000,000 Products & Completed Operations Aggregate.
2. Aggregate Limits should apply on a “**Per Project**” basis.
3. List **NWCSB** as an **Additional Insured** for both on-going operations with form CG2010 () or equivalent and for completed operations with form CG2037 () or equivalent and include a copy of the actual endorsement for our file.
4. The Additional Insured status should apply on a **Primary and Non-contributory** basis.
5. Include a **Waiver of Subrogation** in favor of **NWCSB** with a copy of the actual endorsement for our file.

Workers’ Compensation

1. Include Employer Liability Limits of at least \$500,000 Each Employee/\$500,000 Each Accident/\$500,000 Disease Policy Limit.
2. Include a **Waiver of Subrogation** in favor of **NWCSB** with a copy of the actual endorsement for our file.

Umbrella

1. Include Limits of at least \$5,000,000 minimum
2. List **NWCSB** as an Additional Insured for both excess Commercial General Liability and Automobile Liability coverages.
3. Coverage must be “following form” of the primary General Liability, Commercial Automobile and Employers Liability limits of liability, and at least as broad as the primary policies’ coverage.

Please forward the required Certificates of Insurance including all endorsement to the attention of Bonnie Mihill, Northwestern Community Services, 209 W. Criser Road, Suite 300, Front Royal, Virginia 22660, or via fax at 540-636-7171 or email at bonnie.mihill@nwcsb.com.