



REQUEST FOR PROPOSALS

ISSUE DATE: July 08, 2026

ISSUE TITLE: NWCSB Real Estate Brokerage Services

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

CONTRACT PERIOD: 1 year with three (1) year renewal options.

Sealed proposals will be received for furnishing services described herein until July 22, 2026, at 12:00 p.m. All inquiries for information should be directed to:

Procurement Office
Northwestern Community Services
Board 209 W. Criser Rd., Suite 300
Front Royal, VA 22630
Email: RFP@NWCSB.COM

If Proposals are mailed, **send directly to the Procurement Office at the address shown above.** If Proposals are hand delivered, **deliver to the address shown above.** Envelopes should be marked "NWCSB Real Estate Brokerage Services RFP". Additionally, **proposals can be emailed to: RFP@NWCSB.COM**

PROCESS AND TIMELINE: The Northwestern Community Services Board (NWCSB) plans to make a final decision regarding their Real Estate Brokerage Services by July 28, 2026.

As such, the following tentative timeline has been established:

07/08/2026	Request For Proposals (RFP) Released
07/14/2026	Optional Pre-bid Conference 10:00a.m.
07/15/2026	Closing Date for Questions until 4:00p.m. (Sec. 11.13)
07/16/2026	Final Addenda Posted by 12:00p.m
07/22/2026	RFP Responses Due by 12:00p.m.
07/28/2026	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 Tuesday, July 14th, 2026, at 10:00 a.m. Email the Procurement Office @RFP@NWCBSB.COM 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.

1.0 INTRODUCTION:

NWCSB is issuing this Request for Proposals (RFP) to solicit qualified, licensed real estate firms to provide professional real estate brokerage services in accordance with the Virginia Public Procurement Act and applicable procurement requirements of the Commonwealth of Virginia.

NWCSB is a public entity providing behavioral health and developmental services within its service area. The immediate need is for brokerage services related to the sale of a NWCSB-owned property.

2.0 PURPOSE:

The purpose of this RFP is to obtain professional real estate brokerage services to assist the CSB with the sale of a designated property.

The resulting contract may also be used, at the CSB's sole discretion, for additional real estate services during the contract term, including property acquisition, leasing, and real estate advisory services. The CSB does not guarantee any work beyond the initial property sale.

3.0 PROCUREMENT METHOD:

This procurement is conducted as a competitive negotiation pursuant to the Virginia Public Procurement Act.

NWCSB reserves the right to:

- Award a contract based on initial proposals without discussions.
- Conduct negotiations with one or more offerors.
- Reject any or all proposals.
- Cancel this solicitation at any time.

4.0 SCOPE OF WORK:

A. Primary Service – Property Disposition

The selected firm shall provide comprehensive real estate brokerage services to support the sale of CSB-owned property, including:

- Conducting market analysis and recommending an appropriate listing price.
- Advising on sales strategy, including marketing methods and property exposure.

- Developing and executing a marketing plan.
- Coordinating property showings and responding to inquiries.
- Assisting with evaluation of offers and negotiations.
- Supporting the CSB through contract execution and closing.

Offerors should demonstrate the ability to support a transparent, well-documented, and defensible sales process appropriate for a public entity.

B. Additional Services (As Needed)

At the CSB's discretion, the contractor may provide additional real estate services, including:

Property Acquisition Services

- Identify and evaluate potential properties.
- Provide comparative market analyses.
- Assist with negotiations and due diligence.

Leasing Services

- Identify leasing opportunities.
- Assist with lease negotiations, renewals, and related activities.

Real Estate Advisory Services

- Provide real estate market information and trend analysis.
- Advise on zoning, land use, and regulatory considerations.

These services are optional and may be requested by the CSB on an as-needed basis.

5.0 PROPERTY INFORMATION:

The CSB is seeking brokerage services for the disposition of a vacant former group home/assisted living property located in **New Market, Virginia**.

Available property information includes:

- Location: New Market, Virginia
- Property Type: Former group home residence/assisted living facility
- Property Status: Vacant
- Lot Size: Approximately 0.448 acres
- Estimated Property Assessment: Approximately \$369,500
- Sale Condition: Property will be sold as-is.

Detailed property information, including the specific property address and parcel identification number, may be provided to the selected contractor or as needed during the procurement process.

6.0 EXPECTATIONS AND PROJECT REQUIREMENTS:

A. Marketing Strategy and Approach

The selected firm shall provide a recommended marketing strategy for the property disposition. Offerors should describe proposed marketing approaches, including the anticipated benefits and level of effort associated with each option.

Proposals should address both:

- **Standard Marketing Approach:** Traditional listing services and customary brokerage activities.
- **Enhanced Marketing Approach:** Additional targeted marketing efforts designed to maximize exposure and attract qualified buyers.

Offerors should recommend the approach they believe will best support the CSB's objectives of achieving the highest reasonable sales price while facilitating an efficient sales process.

Offerors should identify any recommended target buyer groups or market segments, if applicable, based on the property type, location, and current market conditions.

B. Brokerage Services Required

The selected firm shall provide comprehensive brokerage services, including but not limited to:

- Market analysis and pricing recommendations.
- Development and execution of a marketing strategy.
- Coordination of property showings and buyer communications.
- Assistance with evaluation of offers and negotiations.
- Support through contract execution and closing.

Offerors should describe their proposed approach for providing these services and identify any additional services they recommend to support a successful sale.

C. Reporting and Communication Requirements

The selected firm shall provide regular updates to the CSB regarding the status of the property disposition process.

At a minimum, the contractor shall provide **weekly status reports** addressing:

- Marketing activities completed.
- Buyer interest and inquiries received.
- Showings conducted.
- Feedback received from prospective purchasers.

- Offers received or anticipated.
- Recommended next steps.

D. Approval Process

The CSB's Chief Executive Officer (CEO) will have responsibility for approval of:

- The recommended listing price.
- Offers received and negotiated terms.

The selected firm shall coordinate with the CSB's designated representatives throughout the process to ensure required approvals are obtained prior to taking action.

E. Risks and Special Considerations

Offerors should identify any potential risks, recommended due diligence activities, or considerations that may affect the timing, marketability, or successful completion of the sale.

7.0 MINIMUM QUALIFICATIONS:

Offerors must:

- Hold a valid Virginia real estate license.
- Be authorized and capable of conducting real estate brokerage services within the Commonwealth of Virginia.
- Demonstrate experience providing brokerage services for property sales, preferably involving public-sector or governmental entities.
- Provide evidence of successful sales involving comparable properties.
- Demonstrate knowledge of applicable real estate markets and conditions.
- Demonstrate the ability to support public-sector decision-making processes.

8.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

8.1 General Instructions:

RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP via previous instructions provided on the RFP cover page. Additionally, each mailed or hand delivered proposal submitted to NWCSB must contain One (1) original and (3) copies. No other distribution of the proposal shall be made by the Offeror.

8.2 Proposal Preparation:

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.

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.

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.

9.0 SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that NWCSB may properly evaluate the services.

9.1 Offerors are required to submit the following items as a complete proposal:

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

9.1.2 A narrative statement as to the Offeror's qualifications to perform the work listed in the Scope of Work. 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:

- 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.
- 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.
- 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.

- 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.
- Describe, in detail, the technical approach and timeline that will be used in implementing and completing this project.
- Offeror must specify how customer service issues raised by the Contractor’s contact will be resolved.

9.1.3 Fee and Compensation Proposal

- Proposed commission structure and compensation terms.
- Any additional fees or reimbursable expenses.
- Identification of services included within the proposed compensation.
- Any conditions that may affect the final compensation amount.

9.1.4 Additional Information

- Any assumptions, exceptions, or recommendations related to the proposed services.

10.0 EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated using the following criteria:

EVALUATION CRITERIA	POINT VALUE
1. Qualifications and Experience	30
2. Proposed Sales Approach and Marketing Strategy	35
3. Experience with Similar Properties	20
4. Fees and Compensation Structure	15
Total	100

11.0 GENERAL TERMS AND CONDITIONS:

11.1 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.

11.2 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.

11.3 Compliance:

11.4 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.

11.5 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 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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 unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11.10 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.

11.11 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.

11.12 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.

11.13 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 Procurement Office no later than 4:00pm July 15th, 2026. Any revisions to the solicitation will be made only by addendum issued by the Procurement Office and posted on the NWCSB website on the following link - [Resources - Northwestern Community Services Board](#). **Any unauthorized contact concerning this solicitation with a NWCSB representative, other than the procurement office is prohibited and may disqualify your firm from this procurement.**

11.14 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.

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

11.16 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.

11.17 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.

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

11.19 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.

11.20 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.

11.21 Taxes: Sales to NWCSB 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.

11.22 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.**

12.0 SPECIAL TERMS AND CONDITIONS:

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Contractor License Requirement: By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.
- 12.6 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.
- 12.7 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.

12.8 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.

12.9 Insurance: By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will have the required 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**

12.10 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.

12.11 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.

12.12 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.

13.0 METHOD OF PAYMENT: Compensation to the Contractor for services will be through arrangement between Contractor and NWCSB based on invoicing from the Contractor. Payment terms shall be governed by § 2.2-4352 of the Code of Virginia.

13.1 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.

Appendix - A

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.

Automobile

1. Include Limits of at least \$1,000,000 per Accident.
2. List **NWCSB** as an **Additional Insured**. Please provide a copy of the actual endorsement for our file using form CA2048 or equivalent.
3. 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.