GEORGE WASHINGTON
REGIONAL COMMISSION

Request for Proposals

GO Virginia Region 6
2025 Growth and Diversification Plan

January 8, 2025

Purpose

The George Washington Regional Commission (GWRC) serves as the support organization for GO Virginia Region 6, which includes the George Washington Region, Northern Neck, and Middle Peninsula. The purpose of this Request for Proposals (RFP) is for the George Washington Regional Commission (GWRC) to solicit proposals to establish a single contract through competitive negotiation with a qualified source to develop and write the GO Virginia Region 6 2025 Growth and Diversification (G&D) Update.

GWRC does not discriminate against faith-based organizations in accordance with the Code of Virginia 11.35.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Glossary of Terms

The following terms and definitions apply to this RFP and any resulting contract(s):

- **Offeror:** a person/firm who makes an offer by submitting a proposal in response to this solicitation
- **Contractor:** a person/firm awarded a contract to provide services required in this solicitation
- **Goods:** All material, equipment, supplies, printing, and automated data processing hardware and software.
- **Nonprofessional services:** consulting services not of accounting, actuarial, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering professions
- **Professional services: w**ork performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering. "Professional services" shall also include the services of an economist procured by the State Corporation Commission.

Proposal Inquiries/Point of Contact

All inquiries concerning this RFP should be submitted by e-mail citing the RFP title to Ian Ginger at ian.ginger@gwregion.org and Sarah Oldaker at sarah.oldaker@gwregion.org.

Potential Offerors must limit all contact, whether verbal or written, pertaining to this RFP, to the designated point of contact for the duration of the RFP process. Failure to do so may jeopardize further consideration of an Offeror's proposal. Answers to questions posed to GWRC about this RFP will be posted to the GWRC website. The origin of the questions will not be shared.

Proposal Requirements

Terms and Conditions: ALL enclosed General and Special Terms and Conditions shall apply to this Request for Proposal. Offerors are reminded to read and comply with all requirements of this solicitation.

Any Other Proposal Requirements

Submission of a proposal shall constitute an agreement to include the provisions contained in this Request for Proposal (RFP) and/or in the Offeror's proposal in any agreement negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions".

By submitting a proposal, the Offeror agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for, or have the right to, cancellation or relief from the contract because of any misunderstanding or lack of information.

Proposals must meet all specifications, terms, and conditions of this RFP. Offerors are expected to carefully examine all documentation, schedules, and requirements stipulated in this RFP, and response to each requirement in the formation prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

This RFP does not commit GWRC to award a contract. GWRC reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver, or advertisement would be in the best interest of GWRC. If, in the opinion of GWRC, revisions or amendments will require substantive changes in proposals, the due date may be extended. GWRC also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves GWRC's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals.

GWRC shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal, or expenses incurred related to subsequent inquiries or interviews for evaluation or contract negotiations. All proposals/materials submitted shall become property of GWRC.

Timeframe and Key Dates

RFP issued by GWRC	1/8/2025
Proposals due to GWRC	2/7/2025
Offerors meet with GWRC	2/13/2025-2/14/2025
Determination(s) made by GO Virginia Region 6 Executive Committee	2/18/2025
Contract(s) begins	2/18/2025
Deliverables complete/contract(s) ends	9/1/2025

Proposal Submission and Offeror Qualifications

Written proposals must be submitted no later than 2/7/2025 at 5:00 p.m. Eastern Standard Time via e-mail to Ian Ginger at ian.ginger@gwregion.org and Sarah Oldaker at sarah.oldaker@gwregion.org.

It shall be the responsibility of the Offeror to ensure their proposal has been received on or before the deadline published above. GWRC is not responsible for delays in the method of delivery.

Proposals must be marked **GO Virginia Region 6 2025 Growth and Diversification Plan** Proposals will not be accepted via fax machine and will only be accepted via email.

All proposals shall be signed by an officer or employee authorized to bind the firm contractually.

Proposals must contain:

- A description of the plan/methodology/approach to providing the requested services and achieving the proposed deliverables, including a cost estimate.
- The name of the project lead and members of the team along with their resume(s) and respective related experience.
- Examples of previous similar work of the firm to include award amount and final contract amount. Up to three examples.
- Whether the Offeror is a Small, Women-Owned, and Minority-Owned Business.
- The total cost as well as the cost of each component.
- The identification number issued to the Offeror 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

Virginia Code or as otherwise required by law shall include a statement describing why the offeror is not required to be so authorized.

- Federal Identification Number

GWRC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the service stated in the contract. The Offeror shall furnish to GWRC all such information and data for this purpose as may be requested.

Evaluation (Scoring Criteria)

GWRC will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

Proposals will be scored based on the following criteria (50):

• Overall suitability of the proposal and plans/methodology/approach to providing the requested services (10 points maximum)
• Demonstrated experience, qualifications, ability, and expertise of Offeror in providing the requested services (10 points maximum)
• Local (state, regional, local) related knowledge (10 point maximum)
• Knowledge and experience with working on a regional basis with a variety of elected and appointed officials (10 points maximum),
• Small, Women-Owned, and Minority-Owned Business Participation (5 points maximum)
• Total cost (5 points maximum)

Selection Process

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors listed in this Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, GWRC has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask GWRC to indemnify them in any resulting contract.

Background

The George Washington Regional Commission (GWRC) is the planning district commission established by the Virginia General Assembly for the region comprising the City of Fredericksburg and the counties of Caroline, King George, Spotsylvania, and Stafford, known collectively as Planning District 16 – which, along with Planning Districts 17 and 18 – is one of three planning districts comprising GO Virginia Region 6. The Commission provides a broad array of services for the residents of Planning District 16, including economic development programming and grant management, environmental planning, human services including housing affordability and services for those experiencing homelessness, transportation demand management, rural transportation planning, and urban transportation planning.

In addition to the G&D Plan update, GWRC is also completing a Comprehensive Economic Development Strategy for PD16. A contractor for this work is likely to be chosen at the end of January 2025. Given the like nature of the two reports, there may be an opportunity to coordinate with the CEDS project team. Coordination efforts might include subcontracting, sharing data, holding joint stakeholder sessions, etc.

This RFP is being issued for work to be conducted on behalf of GO Virginia Region 6. GO Virginia is a state-led, business centric economic development program that emphasizes regional collaboration across the state's nine regions. The report will contribute to the 2025 update to Region 6's Growth and Diversification (G&D) Plan.

Objectives

In addition to the guidance/objectives below, DHCD will be providing staff with the following data to evaluate the performance of the regional economy:

a. Employment growth across all sectors
b. Wage growth across all sectors
c. Employment growth in targeted traded industry sectors
d. Wage growth in targeted traded industry sectors
e. New business formation activity
f. New business formation in targeted traded sector industries
g. Economic development announcements (new and expanding businesses)
h. VEDP Site Inventory Data

1. A SITUATIONAL ANALYSIS FOR EACH TARGETED INDUSTRY SECTOR: The identification of targeted sectors or clusters must be centered on empirical data and based on results that are realistic given the drivers of the region's economy. Each Regional Council should consider its current targeted sectors, as well as any potential new targeted sectors identified in the data analysis.

Regions are encouraged to conduct a situational analysis that identifies strengths, weaknesses, opportunities, and threats to the future economic performance of each sector. Regional Councils should approach this activity with consideration for GO Virginia's four priority investment strategies. Regions should also review their current inventory of sites relative to their targeted traded industry sectors to inform and prioritize future site investments.

This analysis must be informed and validated by business leaders and other stakeholders.

2. SKILLS GAP ANALYSIS FOR TARGETED INDUSTRY SECTORS: Evaluate labor requirements and regional capacity to train workers, with a particular focus on reaching historically underserved populations. Update the previously identified workforce gaps in the availability of immediately employable talent in the targeted sectors or clusters. The prioritization of workforce gaps to be addressed will serve as guidance to the Regional Council and Board in the evaluation of future funding decisions. If a gap exists in a newly identified target sector, identify current efforts to address this gap, being specific as to the skills/credentialing/experience/education required, and whether these efforts are adequate to address the shortage and to support long-term growth. Councils are encouraged to collaborate with workforce development boards and other workforce/education system stakeholders.

3. IDENTIFICATION OF PLAN GOALS AND ACTIONABLE STRATEGIES: Review the priority goals and strategies in your plan and refine them using the information and data gathered previously. Map your active project portfolio against these strategies, including those in your project pipeline.

Use the GO Virginia program's four priority investment strategies – workforce, site and entrepreneurial ecosystem development, and cluster scale up - as a framework to describe the newly prioritized and proposed activities and longer-term efforts that will advance the goals of the GO Virginia Program and the Regional Economic Growth and Diversification Plan.

Councils should identify a framework for the evaluation of efforts and the progress made toward the implementation of the Economic Growth and Diversification Plan. For example, each strategy shall identify one or more measures of performance that will indicate progress towards achieving the Plan goals.

4. IDENTIFY STRATEGIC PARTNERS FOR COLLABORATION: The plan review shall identify opportunities for collaboration or complementary efforts for each of the strategies outlined in the Plan. Councils must identify organizations and other non-GO Virginia activities that could/should collaborate to support the goals of the Plan.

Work Plan Item Number	Brief Description

1	Planning including introductory meeting with GWRC Staff and GO Virginia Region 6 Council leadership
2	Situational Analysis of Each Target Industry Sector
3	Skills Gap Analysis for Target Industry Sectors
4	Stakeholders Meetings

Stakeholder Involvement

In order to be truly effective, and be responsive to regional needs and desires, we expect the consultant to work with staff to hold stakeholder sessions that include representation from across the GO Virginia region. Stakeholder sessions will also include representation from priority industry clusters in Region 6 and consider them within the context of GO Virginia's four core investment areas – workforce, site, and entrepreneurial ecosystem development and cluster scale up. As mentioned, there may be an opportunity to coordinate efforts with the CEDS project.

Reporting and Check-in Requirements

The Contractor(s) shall submit monthly reports in terms of progress on key deliverables and activities completed. The Contractor(s) must have check-in calls with GWRC staff at least once per month, as well as in-person meetings as needed, throughout the duration of the contract(s).

Work products, including, but not limited to reports, graphics, videos, sound recordings, documents, presentations, and the like, physical and/or electronic, shall be owned by GWRC. The Contractor(s) will not maintain any rights to the work products and shall turn over all work product files upon request and at the end of the contract period.

Cooperative Procurement

A neighboring planning district commission or local government may also be interested in securing similar work. As such, this solicitation is also being conducted on behalf of other public bodies pursuant to Section 2.2-4304 of the Virginia Public Procurement Act. If an offeror is interested in us also making their proposal available to other public bodies, please so indicate in your response. GWRC will not be held liable for any contract between a contracting firm and another public body.

General Terms and Conditions

CONTRACTUAL CLAIMS: The procedure for filing contractual claims is set forth in Section 2.2-4363 of the Code of Virginia.

ADDITIONAL INFORMATION: GWRC reserves the right to ask any Offeror to submit information to clarify the proposal or offer and to submit additional information which GWRC deems desirable, and does not affect quality, quantity, price, or delivery.

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

all applicable federal, state, and local laws, rules, and regulations. This includes compliance with IRS requirements.

ASSIGNMENT OF CONTRACT: GWRC and the Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract, or transfer any of its interest in the contract without written consent of GWRC. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of GWRC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than GWRC and the Contractor.

COPYRIGHT AND PATENT RIGHTS: The Offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at its own expense, defend any and all actions or suits charging such infringement and will save GWRC, its officers, employees and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

INDEMNIFICATION: The Contractor shall hold harmless and indemnify GWRC and its officers, officials, employees, and agents against any and all injury, loss, or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. GWRC will not agree to indemnify the offeror.

ANTI-DISCRIMINATION: By submitting their proposal, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, Section 2.2-4343.1E).

In every contract over $10,000 the provisions below apply:

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 any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational

qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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 these requirements.

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

TITLE VI COMPLIANCE: The George Washington Regional Commission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders/offerors that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids/proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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 kickback or inducement from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract, the Contractor certifies that the Contractor does not, and shall not, during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

PAYMENT:

To Contractor:

Invoices for services and accepted deliverables shall be submitted by the Contractor directly to the payment address shown on the contract. All invoices shall show the contract number, Social Security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). The consultant shall submit the final invoice within 30 days of the contract end date.

Payment will be made to consultant within 45 days after invoice or delivery, whichever occurs last.

All services provided under this contract that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed. Consultants will adhere to Virginia procurement law as applicable.

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

To Subcontractor:

A Contractor awarded a contract under this solicitation is hereby obligated:

To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from GWRC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

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

The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from GWRC, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of GWRC.

UNREASONABLE CHARGES: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are

placed. In such cases, Contractors are on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, GWRC shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

GWRC may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, items such as services to be performed, the method of packing or shipment, and the place of delivery. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give GWRC a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

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

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present GWRC with all vouchers and records of expenses incurred and savings realized. GWRC shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice within thirty (30) days from the date of receipt of the written order from GWRC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provided 2.2-4363 of the Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by GWRC or with the performance of the contract generally.

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

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, GWRC will publicly post such notice for a minimum of 10 days on their website.

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

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with GWRC pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. GWRC may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SEVERABILITY: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

TAXES: Per Virginia Code 58.1-609.1, the George Washington Regional Commission is not subject to sales tax for equipment or materials.

INSURANCE: The successful Offeror shall comply with the insurance requirements set forth in the following numbered paragraphs and those required under the Commonwealth of Virginia statutory requirements. The Offeror's proposal shall clearly describe any desired exceptions to the insurance coverage required.

A. The Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with contracted work.

B. The Contractor shall provide certified copies of all insurance coverage on behalf of the Contract five (5) days prior to work beginning. These certified copies will be sent to the GWRC Procurement Manager from the Contractor's insurance agent or representative. Certificates of Insurance submitted to GWRC shall have the corresponding Contract/Agreement number noted on them.

C. The Contractor shall, during the continuance of all work under the contract, provide and agree to maintain the following:

    1) Worker's Compensation and Employees insurance under the Commonwealth of Virginia statutory requirements, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force with the Commonwealth of Virginia, or which may be hereinafter enacted.

    2) General Liability insurance sufficient to protect the Contractor, its subcontractors, and the interest of GWRC, against any or all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work. Professional liability insurance in the amount of $1,000,000.00 is also required.

    3) Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor and/or their subcontractors in the performance of the work. In addition, all mobile equipment

used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability Policy, or a Commercial General Liability policy.

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

D. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the GWRC Procurement Manager before a contract is executed and any work is started.

E. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to GWRC on request.

F. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to GWRC Procurement Manager. The Contractor shall furnish the GWRC Procurement Manager a new prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to GWRC Procurement Manager.

G. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, GWRC shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to GWRC for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

H. Compliance by the Contractor and all subcontractors with the foregoing requirements shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of this contract.

I. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude GWRC from supervising and/or inspecting the work as the end result. The Contractor shall assume all on-the-job responsibilities for the control of persons directly employed by it, the subcontractors, any person employed by the subcontractor.

J. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and GWRC. The Contractor shall be as fully responsible to GWRC for the acts and omissions of the subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

K. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

L. The Contractor, and all subcontractors, are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

M. George Washington Regional Commission shall be named additional insured in the General Liability policies and stated so on the Certificate of Insurance.

Special Terms and Conditions

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

CANCELLATION OF CONTRACT: GWRC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONFIDENTIALITY OF INFORMATION: Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is GWRC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by GWRC. Revealing, copying, or using in any manner whatsoever any such contents which have not been authorized by GWRC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all Contractors' agents, employees, successors, assigns, or subcontractors that are engaged by GWRC of the restrictions, present and continuing, set forth herein. Contractor must receive written permission from Regional Council to advertise the work being done for the Council. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by Contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.

INDEPENDENT CONTRACTOR: The Contractor shall be considered an independent contractor and neither the Contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of GWRC, or of the Commonwealth of Virginia.

OWNERSHIP OF MATERIAL: All materials generated under this contract shall be considered work made for hire. GWRC shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights the Contractor agrees to assign and does hereby assign such rights to GWRC.

CONFLICT OF INTEREST: GWRC reserves the right to determine if a conflict of interest exists between the Contractor or their affiliates and the work of GWRC. The Contractor shall continue to disclose during the term of the contract to GWRC any situations in which potential conflict of interest could arise, present the facts of the situation and offer an opinion as to whether the situation involves a conflict. The Contractor shall agree to accept the decision of GWRC as to whether or not a conflict exists.