



**Request for Proposals  
ON CALL CONSULTING SERVICES**

July 6, 2026

## Purpose

The purpose of this Request for Proposals (RFP) is for the Friends of the Rappahannock (FOR) to solicit proposals to establish a pre-qualified vendor list for on-call consulting services through competitive negotiation to provide non professional services as described herein.

Periodically, the Friends of the Rappahannock (FOR) requires non-professional services to provide technical expertise and enhanced capacity to supplement its professional staff. To meet this need, the FOR is issuing this request for proposals (this "RFP") for nonprofessional on call consulting services, as defined by the Code of Virginia, from one or more firms with extensive expertise in communications, meeting facilitation, community and collaborative outreach and engagement, event planning, GIS, and other non-professional consulting that can provide services in one or more areas needed by FOR and our partners of the Rappahannock River Roundtable.

FOR 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 and federal 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

## Proposal Inquiries/Point of Contact

All inquiries concerning this RFP should be submitted by e-mail citing the RFP title to Bryan Hofmann at [bryan.hofmann@riverfriends.org](mailto:bryan.hofmann@riverfriends.org) and Chelsea Spoerl at [chelsea.spoerl@riverfriends.org](mailto:chelsea.spoerl@riverfriends.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.

## 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 FOR to award a contract. FOR 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 FOR. If, in the opinion of FOR, revisions or amendments will require substantive changes in proposals, the due date may be extended. FOR also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves FOR’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.

FOR 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 FOR.

## Proposed Timeframe and Key Dates

RFP issued by FOR	July 6, 2026
Proposals due to FOR	July 24, 2026
Offerors meet with FOR if necessary (virtually)	July 17, 2026
Determination(s) made by FOR Deputy Director	July 27, 2026
Contract(s) expected to begin	August 1, 2026
Deliverables complete/contract(s) ends	July 30, 2029

\*FOR can elect to extend the contract(s) for up to two one-year extensions, maximum extension(s) from July 30, 2029 to July 30, 2031.

## Proposal Submission and Offeror Qualifications

Written proposals must be submitted no later than July 24, 2026 at 5:00 p.m. eastern standard time via e-mail to Bryan Hofmann at [bryan.hofmann@riverfriends.org](mailto:bryan.hofmann@riverfriends.org) and Chelsea Spoerl at [chelsea.spoerl@riverfriends.org](mailto:chelsea.spoerl@riverfriends.org)

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

Proposals must be marked **“ON CALL CONSULTING”**. 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.

Firms must submit electronically the following information, in the order listed below, and all other information identified in this RFP. Failure to provide any of the listed items may result in elimination from consideration.

The submittal shall include the following items:

### Letter of Interest (2 page limit)

At a minimum, the letter of interest should include the following:

- a. The name and address and physical location of the firm and the state(s) in which organized.
- b. The name, address, telephone number, and email address of the designated contact and principals authorized to conduct negotiations for the firm.
- c. Federal Identification Number (FEIN)
- d. Unique Entity Identifier (UEI)
- e. Confirmation of [SAM.GOV](https://sam.gov) registration and good standing
- f. Whether the Offeror is a Small, Women-Owned, and/or Minority-Owned Business.
- g. A brief description of the firm’s interest in performing the required services.
- h. A description of previous experience with the proposed services and products

### Description of Qualifications and Experience

Qualifications and experience must address the requirements of this RFP in accordance with the specific scope of services being requested. At a minimum, this section should include the following:

- a. Overview of the firm, including size of organization and types of services provided.
- b. List of key personnel employed or contracted by the firm identifying areas of expertise.

- c. Applicable experience in one or more of the areas listed below.
- d. Two client references, with contact information.

### Fee Schedule

Hourly fee schedule for each firm member expected to work on this contract.

Fee schedules need not be provided for sub-consultants.

FOR 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 FOR all such information and data for this purpose as may be requested.

### **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. Consultant hourly fees shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, FOR 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 FOR 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, FOR has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask FOR to indemnify them in any resulting contract.

### **Background**

Friends of the Rappahannock (FOR) is a 501c3 non-profit organization founded in 1985 to be the voice and active force for a healthy and scenic Rappahannock River. Working from the Blue Ridge Mountains to the Chesapeake Bay, we serve the entire Rappahannock River watershed which includes all or part of 18 counties (Fauquier, Rappahannock, Culpeper, Madison, Orange, Greene, Albemarle, Spotsylvania, Stafford, Caroline, Essex, Middlesex, Lancaster, Northumberland, Richmond, Westmoreland, and King George Counties and the City of Fredericksburg). We operate three core pillars: Advocacy, Restoration, and Education. We also act as the fiscal agent for the York River Steward, the Rappahannock River Roundtable, and the York and Small Coastal Basins Roundtable.

Periodically, the Friends of the Rappahannock (FOR) requires non-professional services to provide technical expertise and additional capacity to supplement its professional staff. To meet this need, FOR is issuing this request for proposals (this "RFP") for nonprofessional on call

consulting services to generate a qualified vendor list with extensive expertise in communications and stakeholder engagement, collaborative conservation, geospatial analysis, strategic planning, and more. If your firm can provide services in one or more of the following areas we encourage you to apply.

- Auxiliary non-profit support services (*e.g.*, contract staff, special project assistance, etc.)
- Organizational assessment and strategic planning
- Grant writing, management, tracking, and reporting for local, state, federal and private entity grants
- Conservation Collaborative facilitation and support
- Meeting, workshop, and event planning, facilitation, support
- Geospatial analysis, map making, and other GIS product creation, maintenance, and hosting
- Graphic design, digital marketing, social media content creation, and other digital communication product development
- Environmental, land use, water quality or other data collection, analysis, inspection, quality control, and certification services
- Planning and delivery of BMP and conservation program training services
- Other non-profit related administrative tasks or non-professional services.

The duration of any resulting contract will be three years, with possible renewal for up to two additional one-year terms.

The task contract amount will be based on a rate schedule that will be incorporated into any resultant contract and will vary depending on the nature and extent of the regular services to be provided and the scope of any specific project needs. Any projected inflationary allowances should be noted in the rate schedule.

## **Deliverables**

Contracted firm(s) will receive written Task Order requests for fee quotes for services. Upon a written agreement and notice to proceed, the contracted firm must meet the obligations of the approved Task Order.

The Contractor(s) must complete assignments and provide deliverables within the required timeline and approved cost. Deliverables must be responsive to the original application and approved Task Orders. Funds will be released, on a reimbursement basis, upon completion of each deliverable.

The maximum total contract compensation allowable during the maximum possible duration period of this contract will be up to two hundred fifty thousand dollars (\$250,000.00) to include any contract extensions. Services procured under this contract will be conducted on a

Task Order basis and each Task Order will be bound to specific secured funding to support the identified scope of work.

### **Evaluation (Scoring Criteria)**

FOR 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 (100 points total):

- o Demonstrated knowledge and experience (15 points maximum),
- o Local related knowledge (15 points maximum),
- o Areas of expertise of key personnel (15 points maximum).
- o Knowledge and experience working on a regional basis with a variety of conservation organizations, local, state, and federal agencies, and other applicable stakeholders (15 points maximum),
- o Hourly Fees (10 points maximum),
- o Client recommendations (15 points maximum),
- o Small, Women- and Minority-owned business (SWAM) or similar status (15 points maximum).

### **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:** FOR reserves the right to ask any Offeror to submit information to clarify the proposal or offer and to submit additional information which FOR 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:** FOR 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 FOR. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of FOR, nor shall it be construed as giving any rights or benefits hereunder to anyone other than FOR 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 FOR, 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 FOR 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. FOR 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.

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.

SUSPENSION AND DEBARMENT STATUS: By submitting their proposal, offerors warrants they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The offeror further provides that it shall not enter into any subaward, contract or other agreement using funds provided by this solicitation with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

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 FOR under said contract.

NONPROFESSIONAL SERVICES: any services not specifically identified as professional services in the definition of professional services.

PROFESSIONAL SERVICES: work 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.

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 no later than 30 days of the contract (scope of work) end date. All invoices shall be submitted monthly for the previous month's services. No invoices shall be accepted for services prior to the one current billing month.

Payment will be made to the consultant within 45 days of an approved invoice.

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 (5) days of the Contractor's receipt of payment from FOR 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.

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, FOR 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.

FOR 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 FOR 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 FOR'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 FOR with all vouchers and records of expenses incurred and savings realized. FOR 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 FOR. 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 FOR or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, FOR, 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 FOR may have.

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 FOR 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. FOR 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.

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 FOR Deputy Director from the Contractor’s insurance agent or representative. Certificates of Insurance submitted to FOR shall have the corresponding Contract/Agreement number noted on them.

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 FOR, 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 his/her 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.

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.

- C. 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 FOR Deputy Director before a contract is executed and any work is started.
- D. The Contractor will secure and maintain all insurance policies of its subcontractors. Those policies shall be made available to FOR on request.
- E. No change, cancellation, or non-renewal shall be made to any insurance coverage without a thirty (30) day written notice to FOR Deputy Director. The Contractor shall furnish the FOR Deputy Director 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 FOR Deputy Director.
- F. 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, FOR shall have the absolute right to terminate the contract without any further obligation to the Contractor, and the Contractor shall be liable to FOR for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.

- G. 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.
- H. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude FOR 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.
- I. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and FOR. The Contractor shall be as fully responsible to FOR 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.
- J. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- K. 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.
- L. Friends of the Rappahannock 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. FOR, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.

CANCELLATION OF CONTRACT: FOR 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 FOR's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by FOR. Revealing, copying, or using in any manner whatsoever any such contents which have not been authorized by FOR 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 FOR of the restrictions, present and continuing, set forth herein. Contractor must receive written permission from FOR to advertise the work being done for FOR. 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 FOR, or of the Commonwealth of Virginia.

**OWNERSHIP OF MATERIAL:** All materials generated under this contract shall be considered work made for hire. FOR 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 FOR.

**CONFLICT OF INTEREST:** FOR reserves the right to determine if a conflict of interest exists between the Contractor or their affiliates and the work of FOR. The Contractor shall continue to disclose during the term of the contract to FOR 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 FOR as to whether or not a conflict exists.