



Shenandoah County, Virginia  
600 North Main Street, Suite 102  
Woodstock, Virginia 22664

August 5, 2022

**REQUEST FOR PROPOSAL (RFP)**  
*for*  
**Digital Marketing Services**

**RFP Number:** RFP 2022-005  
**Title:** Digital Marketing Services  
**Issue Date:** Friday, August 5, 2022  
**Proposal Due Date:** Friday, September 2, 2022 at 2:00 pm

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

Jenna French, Director of Tourism & Economic Development  
600 North Main Street, Suite 101  
Woodstock, Virginia 22664  
[jfrench@shenandoahcountyva.us](mailto:jfrench@shenandoahcountyva.us)

The County of Shenandoah (County) invites proposals from qualified firms (Offerors) to perform digital marketing services as described herein. Proposals will be received until 2:00 pm local prevailing time on Friday, September 2, 2022. Proposals received after the announced time and date for receipt will remain unopened.

Please provide three (3) hard copies and one (1) digital copy of your proposal in Microsoft Word or PDF format. Please clearly mark your proposal as *Digital Marketing Services*. All proposals shall be prepared in complete conformance with the enclosed information and requirements.

## **I. Purpose:**

Shenandoah County (the County) invites responses to the Request for Proposal (RFP) from qualified firms (Offerors) to provide digital marketing services for the Office of Tourism & Economic Development. The objective of the service contract is to increase brand awareness of Shenandoah County, Virginia as a visitor destination within our target markets, stimulate overnight stays, increase visitor spending and produce a substantial economic impact for the communities and businesses within Shenandoah County.

## **II. Community Overview:**

Shenandoah County is a community consisting of six incorporated towns and several smaller communities within the Northern Shenandoah Valley of Virginia. It is a primarily rural community with a population of roughly 44,000 situated about 90 miles west of the Washington, D.C., between the cities of Harrisonburg and Winchester along Interstate 81.

Known for its rich history, abundant outdoor recreational opportunities, and plentiful farmland, Shenandoah County is a popular destination for leisure travelers, with tourism serving as the County's second largest industry behind agriculture. In fact, because 92 percent of the County is zoned agricultural or conservation, visitors often cite that the scenery within the County exceeds their expectations with many choosing to locate here in retirement. Because Shenandoah County has a long-standing tradition of being an agriculture-focused community, its land use patterns reflect this tradition, with 39 percent of all land in the County dedicated to farm operations. Agritourism has continued to grow in the County, with much of the growth in fermented and distilled beverage manufacturers as well as experienced-based agricultural ventures (e.g., pick-your-own).

In addition to the newly opened Seven Bends State Park in Woodstock, National and State Forests blanket 26 percent of Shenandoah County, providing access to hundreds of miles of trails perfect for hiking, biking, and horseback riding; additionally, Bryce Resort boosts Shenandoah County as a four-season destination with skiing, snow tubing, grass tubing, mountain biking, golfing and a lake for paddle boarding and kayaking. Bryce Resort was recognized by Travel & Leisure Magazine as one of the best family-friendly mountain ski resorts in 2020.

Visitors and residents to the area compliment the charming, small-town feel and warm hospitality and sense of community found here. The County is also home to a robust Parks and Recreation department offering year-round programs for people of all ages, including sports and fitness programs, arts classes, and group trips. The County has recently completed significant enhancements to its disc golf complex in one of its parks, which features a three-course, 54-hole layout that is setting a new standard for courses in the area. The County is also home to a well-established Cooperative Extension and 4-H program that builds upon our rich agricultural foundation.

In addition to being a great place to visit and live, Shenandoah County is home to a diverse array of businesses with manufacturing serving as the largest employment industry. Food & beverage manufacturers like Route 11 Potato Chips and Bowman Andros capitalize on the region's proximity to local produce to source their products while other companies like Howell Metal and International Automotive Components have celebrated recent expansions bringing new jobs and opportunity for the community.

### **III. Scope of Services:**

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

#### **A. Serve as Shenandoah County's Digital Marketing Agency:**

The successful Offeror shall promote and encourage visitation to Shenandoah County, Virginia. The successful contractor or contractors will work in conjunction with the Shenandoah County Tourism and Economic Development staff to conduct a digital marketing program to attract potential visitors from our primary target markets of, but not limited to, Washington, DC, Northern Virginia, Richmond, Norfolk, and Hampton Roads. Other markets include Baltimore, Pennsylvania, New York, Charlotte, Raleigh Durham, New Jersey and Toronto and Quebec, Canada. Offerors shall develop and execute creative concepts and strategies based on strategic analysis and research and input from Shenandoah County. These services shall include, but are not limited to, the following:

1. Analyze local, regional, and national research to recommend the best strategies, promotions, and target markets to maximize results within our budget.
2. Provide advice, counsel, and assistance to the County on matters pertaining to digital marketing to ensure Shenandoah County's benefit to the fullest extent possible and with input from Shenandoah County Tourism staff.
3. Manage and implement opportunities to leverage state marketing initiatives such as the Local Hood Program through Crowdriff into our local efforts for additional free exposure.
4. Provide a comprehensive quarterly review of assets and marketing strategy as we transition between seasonal campaigns.

#### **B. Facebook & Instagram Campaigns**

The successful Offeror shall set up and manage Facebook, Instagram and other recommended social media platform ad campaigns using the following delivery methods to test ad variations:

1. Facebook newsfeed ads testing unique combinations of images, headlines, copy, linking to relevant pages of our website, [www.VisitShenandoahCounty.com](http://www.VisitShenandoahCounty.com).
2. Instagram photo and video ads including reels, stories, and posts, using eye-catching visuals and compelling story lines to boost awareness, increase social following and engagement, and drive website visits.
3. Submit necessary paperwork required for Virginia Tourism Corporation (VTC) co-op reimbursement for Facebook, Instagram co-ops in January and July of each year.

#### **C. Google Adwords**

1. The successful Offeror shall create, run, and optimize Google AdWords campaigns to drive quality traffic to our website, [www.VisitShenandoahCounty.com](http://www.VisitShenandoahCounty.com) helping to lower the bounce rate and increase conversions.

2. The successful Offeror shall submit necessary paperwork required for VTC co-op reimbursement for Google in January and July of each year.

#### **D. Campaign Optimization**

The successful Offeror shall optimize social and digital campaigns on a regular basis to continually increase performance and marketing Return on Investment (ROI).

1. Bid Optimization: Monitor and adjust keyword bids to attract visitors who are more likely to convert.
2. Budget Allocation: Analyze performance of the various campaigns to pull budget from low-performers and increase budget for campaigns that provide the greatest ROI.
3. Ad Testing: Test ad creativity to discover what variables (e.g. headlines, images, descriptions, display URLs, sitelink extensions, and call-outs) prove most effective in attracting high quality visitors to the VisitShenandoahCounty.com website.
4. Audience Targeting: Test and optimize ad messaging and/or images shown to targeted audiences to serve the most relevant and compelling ads based on known interests, demographics, and likely decision-making criteria.

#### **E. Analytics tracking Set Up**

1. The successful Offeror shall build onto the existing Google Tag Manager installation and set-up key goals and conversion events (e.g., hotel/lodging booking, newsletter sign up, partner referrals, time on site) to quantify user engagement and compare the quantitative and qualitative value of visitors from each advertising source. Final tracking parameters will depend on the back-end flexibility of the current website's content management system (CMS). Deliverable will include documentation of new goals and conceptual analytics-based visitation funnel.

#### **F. Video Campaign(s)**

1. The successful Offeror shall create social ads to promote existing and new video content, run and optimize ad campaign.

#### **G. Retargeting**

1. The successful Offeror shall create ads for retargeting previous website visitors.
2. The successful Offeror shall deploy retargeting campaign to reach previous website visitors who have not resulted in conversions.

#### **H. Performance Reports:**

The successful Offeror shall produce monthly reports summarizing campaign performance and key insights including:

1. Overview of KPIs like spend, clicks, CPC, CTR, and CPA (where applicable).

2. Highlights of top performance areas of campaign will be included.
3. Overall analytics of performance with key insights and major action items (as needed).

#### **I. Purchase Media per Campaign(s)**

The successful Offeror shall purchase media per campaign(s) including but not limited to: Google, Facebook and Instagram as part of the agreed upon strategy and target markets.

### **IV. Preparation and Submission Instructions:**

#### **A. General Proposal Instructions**

**RFP Response:** Please provide three (3) hard copies and one (1) digital copy of your proposal in Microsoft Word or PDF format. Please clearly mark your proposal as *Digital Marketing Services*.

Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the County 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 the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents that cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

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

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

## **B. Specific Proposal Instructions**

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

### Section 1: Executive Summary (Maximum of 2 Pages)

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

### Section 2: Skills and Experience of Project Team (Maximum of 4 Pages)

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

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

The Offeror shall provide a listing of at least three (3) references for whom similar services have been performed. The Offeror shall include a narrative of the services provided as well as the name and

contact information including phone number and email address of the client for whom the work was performed. The Offeror shall describe the firm's experience with providing similar services along with timelines. The Offeror shall provide work samples (e.g., ad samples, graphic design, etc.) for the references along with narrative explaining how you achieved the desired goals and performance metrics for the client. While experience with other public agencies, DMOs or CVBs is not required, if the Offeror has previous experience with other local government-operated tourism offices, please submit at least one such example.

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

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

Section 5 – Creative Portfolio (Maximum of 5 pages)

The Offeror shall provide details of up to three examples of innovative campaigns completed for a recent client(s) that were based on research, had specific goals (noting how those goals were measured), and leveraged resources, and that demonstrates your creativity and leveraging of funds. Examples should include visuals where applicable. Please indicate what creative, if any, came from other individuals or organizations such as photography, graphic design, etc.

Section 6 – Project Schedule (Maximum of 1 page)

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

Section 7 – Cost of Services (Maximum of 1 Page)

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

**V. Evaluation of Proposals and Award Criteria:**

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

Proposals shall be signed by an authorized representative of the offeror. One (1) digital copy and three (3) hard copies of the proposal must be submitted to Shenandoah County. Each copy of the proposal should be bound as a single volume as practical. Please avoid any unnecessary packaging such as binders to eliminate excess waste.

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

- a) Skills and Experience of Project Team (10 points)
- b) Similar Services and Related Experience (20 points)
- c) Project Approach/Methodology and Ability to Meet/Exceed Requirements (15 points)
- d) Creative Portfolio (30 points)
- e) Quality of Writing (10 points)
- f) Cost of Services (*value of services provided in comparison to cost*) (15 points)

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

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

## VI. General Terms and Conditions:

### 1. General:

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

### 2. Contents of Proposals:

- a. Unless the specifications expressly provide otherwise, where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its equivalent, shall be furnished. If, however, the offeror proposes equivalent but not identical items, the offeror must furnish descriptive literature and full particulars for review, so that the Purchasing Agent may assure equivalence of items. If no mention is made of any exceptions, it is assumed that the Offeror is furnishing the article mentioned and not an approved equal, and he or she will be required to deliver the exact article specified.
- b. Offeror shall submit with the proposal descriptive literature of the commodities, equipment, materials, supplies or services which he or she proposes to furnish, if such articles are other than the exact item specified.
- c. Samples of items, if requested, shall be furnished by the Offeror without charge. Upon request, the samples will be returned at the Offeror's expense; otherwise, samples may be destroyed or consumed.
- d. Time of proposed delivery shall be stated in number of calendar days. General terms such as "stock," "immediately," and "as soon as possible," may be cause for rejection. Unless otherwise specified, quote the earliest delivery date as it may be considered a factor in making an award.



- e. The proposal, and any other documents required, shall be enclosed in a sealed opaque envelope.
- f. Unless the Request for Proposal concerns professional services, the proposal shall state the Offeror's price, and the County will consider price in ranking the proposals.

**3. Offeror's Representations:**

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

**4. Contractor's Registration:**

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

**5. Addenda:**

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

- f. Unless otherwise instructed by a potential Offeror, the County will issue addenda by email, wherever practicable. If the County does not know a potential Offeror's email address, or if emailing is impracticable, the County may use any other method of delivery reasonably calculated to result in timely delivery to the potential Offerors.

**6. Taxes:**

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

**7. Submission of Proposals:**

- a. Please mail or deliver all proposals in hard copy. Please do not send proposals by fax or email.
- b. The envelope containing the proposal should be sealed and marked in the lower left-hand corner with the request for proposal number, commodity, and hour and due date of the proposal. Additional copies of proposals should be enclosed in the same envelope as the original proposal.
- c. If a proposal contains proprietary information or trade secrets, such information must be submitted in a separate sealed and resealable envelope, and clearly marked as such.

**8. Modification of Proposal:**

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

**9. Award of Contract:**

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

## 10. Bonds:

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

## 11. Insurance:

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

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

- Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- Employer's Liability: \$100,000
- Commercial General Liability: \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.
- Automobile Liability: \$1,000,000 combined single limit.

## 12. Successful Offeror's Performance:

- a. The successful Offeror shall furnish all labor, materials and equipment necessary to fulfill the requirements of the contract in strict compliance with the terms, conditions, specifications and drawings of his proposal and the contract documents.

- b. The successful Offeror agrees and covenants that his agents and employees shall comply with all Town, County, State and Federal laws, and rules and regulations applicable to the business to be conducted under the contract.
- c. The successful Offeror shall ensure that his employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- d. The successful Offeror shall cooperate with County officials in performing the work so that interference with existing County operations will be held to a minimum.
- e. The successful Offeror agrees and covenants that he or she shall indemnify and hold the County and its employees and agents harmless against and from all liability, claims, damages and costs, including attorneys' fees of every kind attributable to bodily injury, sickness, disease or death or to damage to or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract, whether or not caused in part by a person or entity indemnified by this agreement.
- f. In case of any contractual default of the successful Offeror, the County, after due notice may procure the goods and/or services detailed in the contract from other sources and hold the successful Offeror responsible for all damages including, without limitation, attorneys' fees and any other excess cost occasioned thereby.

**13. Employment Discrimination by Contractor Prohibited:**

- a. During the performance of this contract, the successful Offeror agrees as follows:
  - (1) The successful Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a *bona fide* occupational qualification reasonably necessary to the normal operation of the contractor. The successful Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - (2) The successful Offeror, in all solicitations or advertisements for employees or on behalf of the successful Offeror, will state that such contractor is an equal opportunity employer.
  - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The successful Offeror shall include the provisions of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**14. Drug Free Workplace:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with these provisions, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**15. Compensation:**

- a. The successful Offeror shall be required to submit a complete itemized invoice on each delivery or service which he or she may perform under the contract.
- b. Payment shall be rendered to the successful Offeror for satisfactory compliance with the terms, conditions and specifications of the contract and within forty-five (45) days after the receipt of the proper invoice.

**16. Successful Offeror's Obligation to Pay Subcontractors:**

- a. The successful Offeror awarded the contract for this project shall take one of the two following actions within seven (7) days after the receipt of amounts paid to him by the County for work performed by his subcontractor(s) under the contract:
  - (1) Pay the subcontractor(s) for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor(s) under the contract; or
  - (2) Notify the County and subcontractor(s), in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b. The successful Offeror shall pay interest to the subcontractor(s) on all amounts owed by the contractor that remain unpaid after seven (7) days following receipt by the contractor of payment from the County for work performed by the subcontractor(s) under the contract, except for amounts withheld as allowed by subparagraph a(2) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.
- c. The successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).

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

**17. Cancellation:**

- a. The County reserves the right to terminate the contract immediately (i) in the event that the successful Offeror discontinues or abandons operations; (ii) if adjudged bankrupt, or reorganized under any bankruptcy law; or (iii) fails to keep in force any required insurance policies or bonds.
- b. Failure of the successful Offeror to comply with any section or part of its contract will be considered grounds for immediate cancellation of the contract by the County.
- c. If the successful Offeror has not breached the contract but the County cancels it, the Offeror will be paid by the County for all scheduled work completed satisfactorily by the successful Offeror up to the termination date set in the written cancellation notice.

**18. Governing Documents:**

This procurement is subject to the terms of Chapter 43 of the Shenandoah County Code. Copies are available upon request.

**19. Claims and Appeals:**

All claims against the County and appeals of County decisions shall be made in strict accord with the County's Procurement Policy. Compliance with the policy is mandatory.

**20. Cooperative Procurement:**

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

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

**Certification:**

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

Name of Firm \_\_\_\_\_

Address of Firm \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

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