



**REQUEST FOR PROPOSAL**  
for  
**Website Design and Digital Strategy**

**Submittals due: January 30, 2026 5:00 PM EST**

1. **INTRODUCTION**

The National Trust for Historic Preservation in the United States (“National Trust”) is a Congressionally chartered, nonprofit organization dedicated to protecting and revitalizing America’s historic places. Established in 1949, it works to preserve places of cultural heritage, foster vibrant communities, and inspire a deeper connection to the nation’s history. Through advocacy, grant making, partnerships, and stewardship of its own portfolio of 27 historic sites, the National Trust activates the power of place to address modern challenges such as sustainability, social justice, and economic revitalization. By preserving the places that tell our collective story, the National Trust ensures a legacy of history, identity, and innovation for future generations.

2. **DEADLINE FOR RECEIVING PROPOSALS**

Proposals will be accepted by **Elaine Chang, Associate Manager, until January 30, 2026, 5:00 PM EST**. Submissions will not be accepted after this deadline. Send the Proposal via email to Elaine Chang at [EChang@savingplaces.org](mailto:EChang@savingplaces.org).

3. **PROJECT AND SCOPE OF WORK**

The National Trust is soliciting competitive proposals from qualified Web Development Firms for the project outlined below (“Project”).

**Objective**

Replace the existing website at [savingplaces.org](http://savingplaces.org) with a new website that reflects new brand and content strategies. This will include brand repositioning, improved user experience, and increased online conversions (donations, digital advocacy, email signup). The new website should be flexible enough to continue to evolve with the organization, facilitate easy content creation and management for admins, and present a consistent user experience.

The new website is expected to be launched by **September 1, 2026**.

**Background**

As the organization’s mission and impact have expanded over the past decade, the website has not kept pace. The current website was launched in 2015, with updates and enhancements over the last decade. In that time, the National Trust has merged several other websites into [savingplaces.org](http://savingplaces.org), each of which presents different challenges and audience needs. Much of that organic growth was in reaction to foundational shifts in the way the National Trust approaches its mission which has resulted in a large website that complicates the National Trust’s ability to engage each priority audience in an effective and sustained manner online. The National Trust is prepared to examine and address those needs.

**Project Deliverables**

- New website
- Digital strategy roadmap

- Support and enhancement plan for 2-4 years after launch

#### **Primary Audience:**

- Current and potential supporters of the National Trust: Through the National Trust's digital strategy, and other marketing efforts, the National Trust seeks to attract this audience and to activate them through an engagement cycle of Awareness, Engagement, Conversion to donor status. Key activities for this audience are signing up for our email list, taking an advocacy action, and making a donation.

#### **Secondary Audiences**

- Members, donors, and philanthropic partners: Supporters who have made a financial commitment to the organization seek a smooth donation process, impact stories demonstrating the power of their gifts and our work. Some will seek recognition, information about member benefits, and opportunities to engage more deeply.
- Thought leaders, influencers, and media outlets: This group seeks evidence that the National Trust is a trustworthy and reliable source of information. Contact information, news releases, data and research, policy agenda, photos and other assets for a story should be easy to find. Social proof will encourage this group to partner with us, promote our work, and consider us a resource for their own efforts.

#### **Content Considerations**

The following content areas of particular concern as part of the redesign. Additional details will be provided during the discovery and creative process and additional content areas and typologies are likely to be identified.

- Special content areas:
  - 11 Most Endangered Historic Places list
  - About the National Trust
  - African American Cultural Heritage Action Fund
  - Climate work: Travelers, Resilient Heritage, Disaster Response
  - Distinctive Destinations
  - Grant Opportunities
  - National Trust Historic Sites
  - Policy agenda: grassroots advocacy, legal advocacy, issue backgrounds
  - Preservation Magazine, print and digital
  - Press Center
  - Support Us
- Document library (PDFs) supporting press and marketing kits, policy agenda, legal advocacy
- Homepage
- Navigation and UX

Content areas which are not considered the primary concern of this Project include:

- Functionality currently provided by Engaging Networks, including eCRM, broadcast email, text messaging, email signup forms, donation forms, surveys, and online petitions;
- Social media channels;
- Subdomains such as support.savingplaces.org, collections.savingplaces.org, legacy.savingplaces.org, and events.savingplaces.org; and
- Websites for any National Trust Historic Sites or Subsidiaries.

### **Technical Considerations**

The Project is expected to address the following technical requirements. Additional technical requirements may be identified during the discovery process.

- Accessibility according to current Web Content Accessibility Guidelines (WCAG);
- Administrative permissions and workflows;
- Content Delivery Network (CDN);
- Selection of Content Management Software (CMS);
- Front-end development;
- Google Analytics 4 and Google Tag Manager;
- Hosting and post-launch support;
- Integration with Engaging Networks for email signups and other engagement;
- Responsiveness;
- Search engine optimization (SEO);
- Use of AI/automations;
- User-generate content submissions and management; and
- Visual and user experience design within brand standards.

### **Project Management**

The Project partner is expected to provide the following services:

- Project management, budget oversight, and schedule monitoring;
- Quality assurance and review for all projects;
- Digital strategy based on business goals and KPIs;
- Content migration plan; and
- Collaboration with additional external partners as needed.

### **Website Numbers**

- Published Pages: 4,700
- Active Email File: 300,000
- Total Users: 153,000 monthly median
- Views: 329,000 monthly median
- Active Users: 1.9M annual goal
- Engaged Sessions: 1.5M annual goal
- Session Sources:
  - Organic Search: 35%
  - Direct: 25%
  - Email: 10%

### **Brand and Design**

The National Trust is in the process of refreshing our brand identity. Any websites designed as an outcome of this Project should reflect the new brand and visual identity of the National Trust. Identity guidelines and other materials will provide context and direction. Access to the National Trust's Image Management System will be provided.

### **Budget**

The National Trust will evaluate cost and budget for the Project as a key criterion for selection of the successful Respondent to this RFP. The Project, and any subsequent contracts, is dependent on continued availability of funding. By submitting a response, Respondents acknowledge that funding may be reduced or withdrawn at any time, and that the National

Trust may reduce the scope of the Project or cancel the Project if funding is reduced or withdrawn.

4. SUPPORT TO BE PROVIDED BY THE NATIONAL TRUST

National Trust staff managing and working closely with the Web Development Firm will provide:

- Access to the existing savingplaces.org website and related infrastructure;
- Access to Google Analytics 4 property;
- Access to the National Trust image management system; and
- Historical data on website use pre-GA4 implementation.

5. PRELIMINARY SCHEDULE

|  |                     |
|--|---------------------|
| Formal Release of the RFP                                    | December 19, 2025   |
| Last Day to submit questions or comments                     | January 9, 2026     |
| Release of RFP revisions/answers to questions on RFP website | January 16, 2026    |
| Proposals Due  | January 30, 2026    |
| Proposal evaluation period                                   | February 2-20, 2026 |
| Final contract award decision                                | February 20, 2026   |

6. REQUEST FOR PROPOSAL PROCEDURE

- A. **Interviews.** The National Trust reserves the right to conduct interviews prior to making a final selection or to make the final selection based on the submittals. The National Trust will rank the “most” qualified respondents in order to identify a “best value.”
- B. **Confidential Information.** Please do not submit any confidential or proprietary information, except to the extent expressly requested by this RFP. The Respondent should consider the information in its response to be publicly available, although it is the general policy of the National Trust, as a routine matter, to not publish or publicly release documents submitted in response to Requests for Proposals, Requests for Proposals, or Invitation for Bids, unless stated otherwise in this RFP or elsewhere, or required by law, order, regulation, or grant or funding source requirements.
- C. **Use Of Information.** By submitting a response to this RFP, you agree that the National Trust may use your information, including but not limited to (i) use of the information in publicly distributed RFPs to solicit proposals for the Project, and (ii) disclosure of the information as necessary to carry out the Project.
- D. **Contract.** Any contract resulting from this solicitation process is expected to be in the form of the **National Trust’s Standard Services Agreement**, an example of which is attached as **EXHIBIT A**. Additional contractual requirements may be imposed depending on the conditions of grants that may be awarded after the award of contract or as reasonably necessary to effectuate the Work contemplated in this RFP.

- E. **Contract Form.** The Web Development Firm may submit their contract form, but it is not expected that unmodified forms will be executed as any final contract. In addition to the terms listed in the Standard Services Agreement, any final contract will likely address any or all of the following:
- i. Technical standards for Web Development Firm's performance and any work product;
  - ii. A schedule for all major milestones and deliveries;
  - iii. Monetary credits and/or liquidated damages for failure to meet the defined standards for performance and schedule;
  - iv. Right of the National Trust to terminate for any uncured material breach of the contract, and for convenience;
  - v. Indemnification of National Trust against third-party claims arising out of, and to the extent of, the other party's negligence or breach of the contract;
  - vi. Protection of confidential information;
  - vii. Data security including defined standards to be adhered to by the Web Development Firm, and liability of Web Development Firm for data breach;
  - viii. Protection against malicious code;
  - ix. Intellectual property rights of National Trust to the delivered product(s) as a work for hire;
  - x. Warranty by Web Development Firm of its services and work product(s);
  - xi. Limitations of liability equal to amounts paid will not be accepted;
  - xii. Price caps on any services, the price for which is an estimate or based on time and materials;
  - xiii. Commercial general liability and other appropriate insurances; and
  - xiv. No arbitration.

The above list is not complete or exclusive.

- F. CLARIFICATIONS AND INTERPRETATIONS. Any clarifications or interpretations of this RFP that materially affect or change its requirements will be posted by the National Trust as an addendum on its RFP web site. It is the responsibility of all respondents to check and obtain this information in a timely manner. All such addenda issued by the National Trust before the proposals are due are part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Response to this RFP.
- i. Respondents shall consider only those clarifications and interpretations that the National Trust issued by addenda at least three (3) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the National Trust and should not be relied on in preparing Proposals.
- G. SUBMISSION OF PROPOSALS.
- i. **DEADLINE AND LOCATION:** Proposals are due by email at the time and location described in Section 2 above.

- ii. Late Proposals will not be opened or acknowledged.
- iii. National Trust will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), US mail or hard copy.

H. POINT-OF-CONTACT. The National Trust designates the following individual as its representative and Point-of-Contact for this RFP. Respondents shall direct all questions regarding this RFP, including questions regarding any terms and conditions, to the appropriate Point-of- Contact person. All questions must be in writing. Questions not in writing will not be acknowledged.

Elaine Chang  
Associate Manager, Law Division  
[EChang@savingplaces.org](mailto:EChang@savingplaces.org)

- I. EVALUATIONS. Evaluation of the Proposals shall be based on the requirements described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the National Trust. The top-ranked respondents may, at the National Trust's option, be selected by the National Trust to participate in interviews.
- J. RESERVATION OF RIGHTS. The National Trust may evaluate Proposals based on the anticipated completion of all or any portion of the Project. The National Trust reserves the right to divide the Project into multiple parts, to reject any or all Proposals and re-solicit for new Proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. The National Trust makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- K. ACCEPTANCE OF EVALUATION METHODOLOGY. By submitting its Proposals in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) or "best value" will require subjective judgments by National Trust.
- L. NO REIMBURSEMENT FOR COSTS. Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP process shall be at the sole risk and responsibility of the respondent. Respondents submit Proposals (and any subsequent Proposals) at their own risk and expense.
- M. FUNDING SOURCE. This Project is funded by the National Trust.
- N. ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultant). The National Trust will contract only with qualified individual firms or formal organizations.

7. SUBSTANTIVE REQUIREMENTS FOR RESPONDENT'S PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete Proposal addressing all information and formatting in Section 7.

**A. Criterion One: Signed Summary Statement of Qualifications and Availability to Undertake the Project**

- i. Provide a signed statement of interest for the Project including a narrative describing the respondent's unique Proposal and capabilities as they pertain to this particular Project; and
- ii. Provide a signed statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.

**B. Criterion Two: Detailed Qualifications to Undertake the Scope of the Project**

- i. Please submit a portfolio or samples of your work showing examples of your work on similar projects;
- ii. Provide résumés of the team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and their city(s) of residence; and
- iii. Identify any vendors or third-party consultant that would be included as part of the proposed team (for all phases of the Project) and their role-related experience for this Project. List projects for which the consultant(s) has worked with the Respondent.

**C. Criterion Three: Respondent's Execution Plan**

- i. Please describe your firm's methodology and execution plan for the Project, including, but not limited to, the following areas:
  - a. Development of an overall strategy.
  - b. Development of content.
  - c. Provide feedback on the proposed preliminary schedule, comment on procedures for submittals and presentations, and indicate any anticipated needs.
  - d. Describe how you will develop and maintain schedules to achieve timely and successful completion of the work.
  - e. Please describe your method for submitting progress samples in electronic format.
  - f. Describe your preferred frequency and style of communication.
 Identify any terms in the Standard Services Agreement that you will ask to change before signing such a contract.

**D. Criterion Four: Respondent's References**

- Provide examples of not less than three (3) comparable projects (in the past 5 years) at least 3 former clients who are references;
- Provide the name and address and telephone numbers of references who may be contacted concerning the work completed;

- Identify the client's representative, who served as the day-to-day liaison during the strategy and implementation phases of the project, including a telephone number; and
- Document the length of business relationship with the client.

References shall be considered relevant based on specific project participation and experience with the respondent. National Trust may contact references during any part of this process. The National Trust reserves the right to contact any other references at any time during the RFP process.

**E. Criterion Five: Respondent's Proposed Budget**

- i. Provide a detailed budget by sub-phase and task for the execution of the scope of work using Excel spreadsheet format;
- ii. Describe your firm's pricing methodology. For example, describe which costs may be fixed, lump sum, unit priced, hourly, actual cost plus a fee, subscription, or estimated;
- iii. Describe which costs may be one-time expenses and which may be recurring;
- iv. Describe your approach to cost containment, cost overruns and adherence to quotes; and
- v. Provide a schedule of fees for the activities and services that would likely be required for the execution of the Project.

**F. Criterion Six: Execution of Offer**

Attached to each Proposal shall be a completed Execution of Offer, attached as **EXHIBIT B**. Each Proposal shall be signed by an official, who is duly authorized to bind the firm/company in a contractual capacity. A fully executed Proposal with a recitation of the qualifications of the firm/company and its members must be submitted or the Proposal may be rejected. False statements may void a Proposal. A false statement shall be deemed a material breach of contract, and at National Trust's sole option, may result in termination of any resulting contract or purchase order. In addition, the Web Development Firm may be barred from participating in future opportunities.

**8. ADDITIONAL REQUIREMENTS FOR RESPONDENT'S PROPOSAL**

**A. Required Information:**

1. Description of the professional qualifications of the firm and its members;
2. Certification Regarding Debarment and Suspension (**EXHIBIT C**);
3. It is the policy of the National Trust, and each of its subsidiaries, to promote and encourage contracting and subcontracting opportunities for small, disadvantaged, minority and women-owned businesses enterprises (MWBES) in all contracts. Respondents shall provide a statement regarding the respondent's status as a small, disadvantaged, or MWBE (if applicable), as well as statement of affirmative efforts to use qualified MWBEs for the Project;
4. A list of third-party subcontractors expected to be used, if any, including (1) the name and address of such firms; (2) identification of whether or not they are based outside of the United States of America; (3) a description of their area of responsibility and qualifications;
5. Organization chart that identifies the Project manager and other members of the team and clearly defines their respective roles and responsibilities;

6. Include in the response that the Proposal is valid for a period of 90 days from the RFP closing date;
7. Proposed timeline for the completion of the Project;
8. Description of the legal status of the firm (partnership, corporation, etc.);
9. Identity and title of the person in the firm who is authorized to execute contracts;
10. Notes and clarifications to help define the scope of work included in the Proposal;
11. Any discounted and/or non-profit rates applicable to this Project; and
12. Certificate or Statement of Insurance demonstrating the firm carries insurance in the following applicable categories or as appropriate relative to the work contemplated in the RFP:
  - a) Commercial General Liability
  - b) Professional Liability
  - c) Automotive Liability
  - d) Worker's Compensation.

**B. Proposal Formatting:**

- i. Proposals must be in writing and submitted via email and will not be accepted otherwise.
- ii. Proposal shall be a MAXIMUM of fifty (50) pages if or when printed. Any cover sheets, table of contents, divider sheets, and the Execution of Offer do not count as printed pages, and nor do web site pages provided through hyperlinks or by reference to URLs.
- iii. PAGE SIZE: The written portion of Proposals shall be formatted so as to be capable of being printed on letter size (8-1/2" x 11") paper. Additional attachments shall NOT be included with the Proposals. Only the responses provided by the respondent to the questions identified in this RFP will be used for evaluation
- iv. PAGINATION: Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

9. ADDITIONAL INFORMATION TO RESPONDENTS

- A. Proposal shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the National Trust's needs.
- B. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregulates of any kind, may at the discretion of the National Trust, be declared unacceptable.
- C. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the National Trust.
- D. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection.
- E. National Trust makes no representations of any kind that an award will be made as a result of this RFP. National Trust reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements.
- F. Proposals shall consist of responses to the criteria identified in the RFP. It is not necessary to repeat the criteria in the Proposals; however, it is essential to reference the question or criterion number with the corresponding answer.

10. EXHIBITS TO THE RFP

**EXHIBIT A** – Sample Standard Services Agreement. Please note, that this is an example of the terms that National Trust intends to include in a final Agreement with the Web Development Firm. The final executed Agreement with Web Development Firm may include additional, modified, or deleted terms.

**EXHIBIT B** – Execution of Offer

**EXHIBIT C** – Certification Regarding Debarment and Suspension

## EXHIBIT A

### Sample Standard Services Agreement Between National Trust for Historic Preservation and \_\_\_\_\_

---

This Agreement between National Trust for Historic Preservation in the United States and \_\_\_\_\_ ("Agreement") is made and entered into as of [INSERT DATE] by and between the National Trust for Historic Preservation in the United States ("National Trust"), and [INSERT WEB DEVELOPMENT FIRM NAME] ("Web Development Firm").

National Trust and Web Development Firm hereby agree as follows:

1. **Scope of Work.**
  - a. The scope of the work ("Work") is set forth in Exhibit A which is attached and made part of this Agreement.
  - b. Upon execution of this Agreement, all services previously performed by Web Development Firm on behalf of National Trust and included in the description of the Work, shall become a part of the Work and shall be subject to the terms and conditions hereof.
2. **The Project.** The Work as described in Exhibit A, shall be provided for [INSERT NAME OF PROJECT] (the "Project").
3. **Time for Commencement and Completion.** It is understood that time is of the essence of this Agreement and that Web Development Firm shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the prevailing customs, standards, and practices of Web Development Firm's business or profession. Work is to commence and shall be substantially complete as set forth in Exhibit B ("Schedule").
4. **Web Development Firm's Duties and Representations.**
  - a. Notwithstanding anything to the contrary contained in this Agreement, National Trust and Web Development Firm agree and acknowledge that National Trust is entering into this Agreement in reliance on Web Development Firm's special and unique abilities with respect to performing the Work. The Web Development Firm accepts the relationship of trust and confidence established between it and the National Trust by this Agreement. Web Development Firm covenants with National Trust to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of National Trust in accordance with National Trust's requirements and procedures, in accordance with the standards of Web Development Firm's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Web Development Firm warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Work.
  - b. Web Development Firm warrants, represents, covenants, and agrees that all of the Work to be performed by the Web Development Firm under or pursuant to this Agreement

shall be of the highest standards and highest quality which prevail among similar businesses and organizations engaged in providing similar services in the United States under the same or similar circumstances and involving a project such as the Project.

- c. Web Development Firm's duties as set forth in this Agreement shall at no time be in any way diminished by reason of any approval by the National Trust nor shall the Web Development Firm be released from any liability by reason of such approval by the National Trust, it being understood that the National Trust at all times is ultimately relying upon the Web Development Firm's skill and knowledge in performing the Work.
- d. Web Development Firm warrants, represents, covenants, and agrees that all persons connected with the Web Development Firm directly in charge of the Work are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- e. Web Development Firm warrants, represents, covenants, and agrees to call to National Trust's attention anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Web Development Firm (by the National Trust or any other party) which it regards in its opinion as unsuitable, improper, or inaccurate in connection with the purposes for which such document or data is furnished. Nothing shall excuse or detract from the Web Development Firm's responsibilities or obligations hereunder in a case where such document or data is furnished unless the Web Development Firm advises National Trust in writing that in its opinion such document or data and any requests made therein for action are unsuitable, improper, or inaccurate and National Trust confirms in writing that it wishes the Web Development Firm to proceed in accordance with the data as originally given.
- f. Web Development Firm warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of National Trust.
- g. Web Development Firm warrants, represents, covenants, and agrees that it shall, at its own cost, make good any defects in the Work as soon as the Web Development Firm becomes aware of such defects or is notified of such defects. Should the Web Development Firm refuse or neglect to make good such defects within a reasonable time after receiving notice requesting such remedial work, then the National Trust shall be entitled to make good such defective Work at the expense of the Web Development Firm. This commitment by Web Development Firm is in addition to, and not in substitution for, any other remedy for defective Work which the National Trust may have at law or in equity.
- h. Web Development Firm warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under applicable state laws, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Web Development Firm has been duly authorized to act for and bind Web Development Firm; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on

behalf of Web Development Firm has been duly authorized to act for and bind Web Development Firm.

- i. Neither the execution and delivery of this Agreement by Web Development Firm nor the performance of its obligation under this Agreement will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Web Development Firm is bound, or any agreement by which Web Development Firm is bound or to the best of the Web Development Firm's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Web Development Firm.
  - j. Except for the obligation of National Trust to pay Web Development Firm certain fees and expenses pursuant to the terms of this Agreement, National Trust shall have no liability to Web Development Firm or to anyone claiming through or under Web Development Firm by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of National Trust to Web Development Firm, no present or future partner or affiliate of National Trust or any agent, officer, director, employee, or trustee of National Trust, or anyone claiming under National Trust has or shall have any personal liability to Web Development Firm or to anyone claiming through or under Web Development Firm by reason of the execution or performance of this Agreement.
5. **The Contract Sum.**
- a. The National Trust shall pay Web Development Firm in current funds for the performance of the Work, subject to adjustments, additional services, and reimbursable expenses, if any, as set forth in Exhibit C.
  - b. Expenses relating to lodging, meals, travel and miscellaneous costs will be paid by the Web Development Firm.
  - c. The Contract Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.
6. **Payment Terms.**
- a. Following completion of the Work and written acceptance by Owner, Web Development Firm shall submit to National Trust an invoice or application for payment covering the services performed, in accordance with Exhibit C. National Trust will, within forty-five (45) days from the date it receives such application and supporting documentation for payment, approve or disapprove the amount reflected in such application and if National Trust approves such amount or any portion of such amount, it shall promptly pay to Web Development Firm the amount so approved, provided Web Development Firm is not in breach of or in default under this Agreement. If National Trust disapproves any amount requested by Web Development Firm, National Trust shall give Web Development Firm specific reasons for its disapproval in writing.
  - b. Notwithstanding anything to the contrary contained in this Agreement, National Trust shall not be obligated to make any payment (whether a progress payment or final payment) to Web Development Firm if any one or more of the following conditions precedent exist:
    - (1) Web Development Firm is in breach or default under this Agreement;

- (2) Any part of such payment is attributable to Work which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part attributable to Work which is performed in accordance with this Agreement;
  - (3) Web Development Firm has failed to make payments promptly to its Web Development Firms or sub-Web Development Firms or other third parties used in connection with the Work for which National Trust has made payment to Web Development Firm; or
  - (4) If National Trust, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Work in accordance with this Agreement, no additional payments will be due Web Development Firm under this Agreement unless and until Web Development Firm, at its sole cost, performs a sufficient portion of the Work so that such portion of the compensation then remaining unpaid is determined by National Trust to be sufficient to so complete the Work.
- c. No partial payment made under this Agreement shall be or construed to be final acceptance or approval of that part of the Work to which such partial payment relates or relieve Web Development Firm of any of its obligations under this Agreement.
  - d. Web Development Firm shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Work.
  - e. The acceptance of Final Payment shall constitute a waiver of all claims by the Web Development Firm except those previously made in writing and identified by the Web Development Firm as unsettled at the time of the Final Request for payment.
  - f. National Trust shall have the right to verify the details set forth in Web Development Firm's billings, certificates, and statements, either before or after payment by (1) inspecting the books and records of Web Development Firm at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Web Development Firm's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.

7. **Ownership and Use of Documents.**

- a. All drawings, specifications, computations, sketches, data, photographs, tapes, renderings, models, publications, products of the Work, and other materials particular to the Work prepared by Web Development Firm or Web Development Firm's sub-Web Development Firms ("Work Material"), are the property of the National Trust and for its exclusive use and re-use at any time without further compensation and without any restrictions.
- b. Except for such Work Material which is intended to be made public as part of the Project, Web Development Firm shall treat all such Work Material as confidential, and Web Development Firm shall neither use any such Work Material or copies of the Work Materials on other work nor disclose such material or information to any other party without National Trust's prior written approval.
- c. All Work Materials prepared pursuant to this Agreement are a "work made for hire" under United States copyright law. The National Trust shall be the exclusive owner of all copyright and proprietary rights to the Work Materials. If the Work Materials do not

constitute work made for hire as a matter of law, the Web Development Firm hereby transfers and assigns all rights in the Work Materials to the National Trust. The Web Development Firm shall provide any further documentation of this transfer that the National Trust requests. The Web Development Firm shall secure the same agreement from all independent contractor performing services in connection with the Web Development Firm's performance under this Agreement. The Web Development Firm may reproduce the Work Materials for use in its marketing and promotional materials and for exhibition to prospective clients with the prior written consent of National Trust.

- d. The Web Development Firm represents and warrants that (1) the Web Development Firm is solely responsible for the creation of the Work Materials; (2) the Work Materials are original and have never been published (except for material subject to copyright for which the Web Development Firm has obtained permission to use); or if the material is subject to a third party copyright, Web Development Firm has obtained permission to use or hereby licenses to the National Trust to use for its general corporate purposes; (3) they do not infringe upon any copyright, trademark, or other proprietary right, violate any right of privacy, or contain libelous material; and (4) they contain only information and data that is true and accurate to the best of the Web Development Firm's knowledge, belief, and expertise. These representations and warranties extend to licensees, sublicensees, and distributors of National Trust. These representations and warranties do not apply to any photographs, slides, documents, and other materials supplied by National Trust. The Web Development Firm shall obtain appropriate copyright permission for any photographs, illustrations, graphics, and other materials that are the property of third parties and included within the Work Materials submitted to National Trust. Web Development Firm shall defend, hold harmless, and indemnify National Trust against all claims, liabilities, damages, and expenses (including but not limited to reasonable attorney's fees) based upon or arising out of any breach or alleged breach of the representations and warranties made in this Paragraph. The indemnities contained in this Paragraph shall survive the termination of this Agreement for any reason whatsoever.
- e. Use of National Trust Marks. The mark "National Trust for Historic Preservation" and the stylized National Trust logo are the sole and exclusive property of National Trust and are subject to all applicable trademark and other rights of National Trust as owner under United States intellectual property law and international conventions. For the term of this Agreement, National Trust hereby grants to the Web Development Firm a non-exclusive and non-transferable license to use the mark "National Trust for Historic Preservation" and the stylized National Trust logo (the "National Trust Marks") in connection with performing the services described in this Agreement. The Web Development Firm shall not use National Trust Marks, or any other intellectual property owned by National Trust, except as expressly authorized in this Agreement or otherwise authorized in advance and in writing by National Trust. Any information concerning National Trust used by the Web Development Firm must be accurate and supportive of National Trust objectives and must do so in a manner that is compatible with the mission of National Trust. The Web Development Firm shall not suggest or imply that National Trust is endorsing or approving any product or service offered by the Web Development Firm. All use of National Trust Marks must (i) conform to the design standards issued by National Trust (a current copy of which will be provided), and (ii) be appropriate and dignified as befits the public image of National Trust. National Trust has the right to control the quality of all materials on which National Trust Marks are used. Prior to any use or public distribution, the Web Development Firm must obtain National Trust's written approval of any material containing National Trust Marks. The Web

Development Firm shall submit to National Trust for inspection a sample of the material (the "Inspection Items"). National Trust will inform the Web Development Firm in writing whether National Trust approves or disapproves of the Inspection Items. National Trust's review and approval will not be unreasonably withheld or delayed. Once the Inspection Items have been approved, the Web Development Firm shall not change them in any way without additional advance written approval from National Trust. Upon the termination or expiration of this Agreement, the Web Development Firm shall cease use of National Trust Marks and shall return all print and electronic trademark materials provided by National Trust, without retaining copies.

8. **Default and Termination**

- a. In the event of substantial failure by a party under this Agreement to perform in accordance with the terms of this Agreement, the other party may terminate this Agreement upon forty-five (45) days' written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the terminating party.
- b. The National Trust may, without cause, terminate this Agreement at any time upon giving thirty (30) days' advance notice to the Web Development Firm. Upon termination pursuant to this Paragraph, the Web Development Firm shall be entitled to payment of such amount as shall compensate Web Development Firm for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Web Development Firm shall have delivered to such statements, accounts, reports and other materials as required by Subparagraph d. below, and provided that Web Development Firm shall have delivered to the National Trust all reports, documents and other materials prepared by Web Development Firm prior to termination. The National Trust shall not be required to reimburse Web Development Firm for any services performed or expenses incurred after the date of the termination notice.
- c. A termination under Subparagraphs a. and b. above shall not relieve the Web Development Firm or any of its employees of liability for violations of this Agreement or any other act or omission of the Web Development Firm. In the event of a termination under Subparagraphs a. and b. above, Web Development Firm hereby consents to employment by the National Trust of a substitute Web Development Firm to complete the Work under this Agreement, with the substitute Web Development Firm having all rights and privileges of the original Web Development Firm of the Project. If Web Development Firm is terminated pursuant to Subparagraph a. above and the cost to complete the Work exceeds the remaining balance of Web Development Firm's fee, then Web Development Firm shall be liable to the National Trust and shall reimburse the National Trust on demand for the amount of such excess.
- d. As of the date of termination of this Agreement, Web Development Firm shall furnish to the National Trust all statements, accounts, reports, and other materials as are required under this Agreement or as have been prepared by Web Development Firm in connection with its responsibilities under this Agreement. The National Trust shall have the right to use the ideas and designs contained in those documents for the completion of the work under this Agreement or otherwise. In the event of termination of this Agreement or upon completion of the work hereunder, the National Trust may, at all times, retain the originals of all such lists, publications, data, drawings, originals of

renderings, special art work, or models. All such lists, publications, data, drawings, plans, specifications, renderings and models, etc. are the property of the National Trust as described in Paragraph **Error! Reference source not found.** of this Agreement. They are not to be used by any person other than the National Trust on other projects unless expressly authorized by the National Trust.

- e. If Web Development Firm fails to cure any default under this Agreement within fifteen (15) days after receiving written notice of such default, the National Trust shall be entitled (but shall not be obligated) to cure any such default and shall have the right to offset against all amounts due to Web Development Firm hereunder, any and all reasonable expenses incurred in connection with such curative actions.

9. **Indemnification.**

- a. To the fullest extent permitted by applicable law, the Web Development Firm and its agents, partners, employees, and Web Development Firms (collectively "indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the National Trust, and hold harmless the National Trust, its affiliated enterprises, representatives of the National Trust, and their respective officers, directors, trustees, partners, employees and agents (collectively "indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the work or any part thereof which are caused in whole or in part by any negligent act or omission of the Web Development Firm, anyone directly or indirectly employed by it or anyone for whose acts it may be liable. If more than one of the indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such indemnitors shall be jointly and severally responsible to the indemnitees for indemnification and the ultimate responsibility among such indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any indemnitee. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the National Trust or any of the indemnitees has by law.
- b. The indemnities contained in this Paragraph shall survive the termination of this Agreement for any reason whatsoever.

10. **Independent Contractor.**

Web Development Firm recognizes that it is engaged as an independent contractor and acknowledges that the National Trust will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Web Development Firm, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee, or agent of the National Trust, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee, or agent of the National Trust, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Web Development Firm agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

11. **Insurance.**

- a. Web Development Firm, consistent with its status as an independent contractor, shall carry at least the following insurance in such form, in such companies and in such amounts (unless otherwise specified) as the National Trust may require:
- (1) Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the state where the work is to be performed, and to the extent necessary to protect the National Trust against workers' compensation claims;
  - (2) Commercial General Liability insurance, including Contractual Liability, Premises Operations, Completed Operations/Products Liability, fully insuring Web Development Firm's liability for bodily injury (including death) and property damage with minimum limits of  
One Million Dollars (\$1,000,000) per occurrence;  
Two Million Dollars (\$2,000,000) general aggregate;  
Two Million Dollars (\$2,000,000) products and completed operations; and  
all such coverage shall be on an occurrence basis.
  - (3) Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by Web Development Firm, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage;
  - (4) Professional Liability insurance in a commercially reasonable amount calculated to protect Web Development Firm and the National Trust from any and all claims of any kind that may arise from activities performed under this Agreement;
  - (5) Cyber, Privacy, and Network Security Liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence; and One Million Dollars (\$1,000,000) aggregate for all claims.
- b. Web Development Firm shall deliver to the National Trust:
- (1) Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Web Development Firm hereunder from or after the date of this Agreement;
  - (2) Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Web Development Firm fails to pay any of the renewal premiums for the expiring policies, the National Trust shall have the right to make such payments and set-off the amount against the next payment coming due to Web Development Firm under this Agreement; and
  - (3) Copies of policy endorsements providing for the National Trust as an additional insured and providing for the notice required below.

Such Certificates shall name National Trust as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies

will not be canceled until after thirty (30) days' unconditional written notice to the National Trust, giving the National Trust the right to pay the Premium to maintain coverage, in which event Paragraph **Error! Reference source not found.** shall apply.

- c. The insurance policies required in this Agreement shall be kept in force for the periods specified below:
    - (1) Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Web Development Firm;
    - (2) Workers' Compensation Insurance shall be kept in force until the Web Development Firm's Services have been fully performed and accepted by National Trust in writing.
12. Privacy and Data Security. The relationship contemplated by this Agreement may require Web Development Firm to access sensitive confidential individually identifiable personal information of the National Trust's participants, employees, volunteers, donors, website visitors, and other people associated with National Trust that is held by or collected on behalf of National Trust ("Trust Data"). Web Development Firm may access, use, and disclose Trust Data only to the extent necessary to complete its obligations outlined in this Agreement. With regard to Web Development Firm's use and disclosure of Trust Data, Web Development Firm agrees to do the following:
- a. Use and/or disclose National Trust Data only as permitted by this Agreement or as otherwise required by law; no further use or disclosure is permitted.
  - b. Use best industry standard physical, technical, and administrative safeguards to protect Trust Data, and comply with the requirements of privacy and data security laws.
  - c. Maintain a documented security incident response policy which meets all necessary legal requirements and update and test the policy at least annually.
  - d. Promptly report to the National Trust any security incident, and any use or disclosure not provided by this Agreement. Web Development Firm agrees to bear all of the National Trust's costs and expenses associated with compliance with state and federal data breach protection laws, including without limitation, notifying the National Trust's customers as required under those laws.
  - e. Comply with all requests from the National Trust to disclose, amend, or delete individual records.
  - f. Return to the National Trust or destroy, as requested by National Trust, within 30 days of the termination of this Agreement, the National Trust Data in Web Development Firm's possession and retain no copies or electronic back-up copies.
  - g. Represent and warrant that all of Web Development Firm's employees, contractors, and agents whose services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the privacy and data security terms of this Agreement and are under legal obligation to fully comply with all provisions of this Agreement. Web Development Firm shall take reasonable steps to complete a criminal background check upon hiring any individual having access to National Trust Data and shall further require any vendor or contractor performing services pursuant to this Agreement to perform a

criminal background check upon any individual performing services or having access to the confidential information.

- h. Web Development Firm may use and disclose National Trust Data, if necessary, for the proper management and administration of Web Development Firm's operations; and/or to carry out the Web Development Firm's legal responsibilities if the disclosure is required by law.
- i. In the event the Web Development Firm receives or has access to credit card information in connection with the performance of any of the Work, the Web Development Firm agrees that it shall not retain any such credit card information in any electronic form on any of the Web Development Firm's or any of its contractors' systems. The Web Development Firm agrees that it (including its employees, agents, and contractors) shall never convert any credit card information to physical form. Any credit card information maintained or accessed shall be retained only until completion of the services involved and shall be protected in accordance with the data security provisions of the Payment Card Industry Data Security Standard and used only for purposes of this Agreement and safeguarded accordingly.
- j. The privacy and data security provisions contained in this Paragraph shall survive the termination of this Agreement for any reason whatsoever.

13. **Miscellaneous.**

- a. **Assignment.** This Agreement is a personal service contract for the services of Web Development Firm, and Web Development Firm's interest in this Agreement, duties under this Agreement and/or fees due may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by National Trust.
- b. **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Web Development Firm and the National Trust and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by the National Trust and Web Development Firm.
- c. **Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- d. **Governing Law.** This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the District of Columbia.
- e. **Waivers.** No delay or omission by either of the parties to this Agreement in exercising any right or power accruing upon the non-compliance or failure of performance by the other party of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver. A waiver by either of the parties of any of the

covenants, conditions, or agreements under this Agreement to be performed by the other party shall not be construed to be a waiver of any subsequent breach or of any other covenant, condition or agreement contained in this Agreement.

- f. **Proprietary Interests.** Web Development Firm agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities under this Agreement whether or not any of the same is accepted or rejected by the National Trust, shall remain the property of the National Trust and shall not be used or published by Web Development Firm or any other party without the express prior consent of the National Trust. In implementation of the foregoing, Web Development Firm hereby grants and assigns to the National Trust all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, drawings, specifications, and other information or data and shall cooperate fully with the National Trust in any steps the National Trust may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by the National Trust which is communicated to, learned, developed or otherwise acquired by Web Development Firm in the performance of services for the National Trust, which is not generally known to the public, shall be confidential and Web Development Firm shall not, beginning on the date of first association or communication between the National Trust and Web Development Firm and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Web Development Firm's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Web Development Firm shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Web Development Firm as an independent contractor of the National Trust in connection with the Project or release any information relative to the Project for publications, advertisement, or any other purpose without the prior written approval of the National Trust. Web Development Firm shall obtain assurances similar to those contained in this Subparagraph from persons, Web Development Firms, and sub-Contractors retained by Web Development Firm. Web Development Firm acknowledges and agrees that a breach by Web Development Firm of the provisions of this Paragraph will cause the National Trust irreparable injury and damage. Web Development Firm, therefore, expressly agrees that the National Trust shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- g. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- h. **Appointment.** The National Trust hereby expressly reserves the right from time to time to designate by notice to Web Development Firm a representative to act partially or wholly for the National Trust in connection with the performance of the National Trust's obligations hereunder. Web Development Firm shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.
- i. **Records.** Records of Web Development Firm's costs, reimbursable expenses pertaining to the Project and payments shall be available to the National Trust or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless the National Trust otherwise instructs Web Development Firm in writing.

j. Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

- (1) If to National Trust:
- (2) With Copies to:
- (3) If to Web Development Firm:
- (4) or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

Notice is also required to be given by electronic mail on the same date as deposited in the U.S. mail or with the express service.

k. Severability. In case any provision of this Agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included.

l. Enforcement. It is acknowledged and agreed that Web Development Firm's services to National Trust are unique, which gives Web Development Firm a peculiar value to National Trust and for the loss of which National Trust cannot be reasonably or adequately compensated in damages; accordingly, Web Development Firm acknowledges and agrees that a breach by Web Development Firm of the provisions of this Agreement will cause the National Trust irreparable injury and damage. Web Development Firm, therefore, expressly agrees that the National Trust shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if the National Trust is not in breach of this Agreement.

m. No Lobbying. Nothing contained in this Agreement shall be interpreted or construed as: authorizing the Web Development Firm to provide any service or to produce or distribute any advertisement, telegram, telephone call, letter, printed or written communication, or other device intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress; or obligating the National Trust to pay any compensation to the Web Development Firm or to reimburse the Web Development Firm for any expenses incurred in providing any service or producing or distributing any advertisement, telegram, telephone call, letter, printed or written communication, or other device intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress.

n. Equal Opportunity. The parties agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or sexual orientation. The parties further agree that employees are treated during their employment without regard to their race, color, religion, sex, age, national origin, or sexual orientation. The obligations of this Paragraph will also extend to disabled veterans, Vietnam era veterans, and handicapped persons.

o. Survival of Terms. The rights and obligations of either Party identified in this Agreement, or which by their nature extend beyond the expiration or termination of this Agreement,

shall, as applicable, survive the termination or expiration of this Agreement, including, without limitation, Paragraphs **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, 12,j, **Error! Reference source not found.**, **Error! Reference source not found.**. For avoidance of doubt, references in this Agreement to specific rights and/or obligations surviving any expiration or termination of this Agreement are not intended to be a limitation on other rights and/or obligations that may survive.

- p. Conflict of Interest. No officer or employee of the National Trust and no member of its Board of Trustees may participate in any decision on behalf of the National Trust relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested; nor may any such officer or employee of the National Trust, or any member of its Board of Trustees have any interest, direct or indirect, in this Agreement or the proceeds thereof. Should either party discover such a conflict of interest, either apparent or actual, during the Term of this Agreement, the party shall promptly inform the National Trust Law Division.

IN WITNESS WHEREOF, the parties have executed this agreement with the signatures of their authorized representatives, effective as of the date first written above.

NATIONAL TRUST FOR HISTORIC PRESERVATION IN THE UNITED STATES

By: \_\_\_\_\_  
Name

Its: \_\_\_\_\_  
Title

[INSERT WEB DEVELOPMENT FIRM NAME]

By: \_\_\_\_\_  
Name

Its: \_\_\_\_\_  
Title

**Schedule of Exhibits**

- Exhibit A – Scope of Work
- Exhibit B – Schedule
- Exhibit C – Payment for Services



**Sample Exhibit A to Standard Services Agreement**  
SCOPE OF WORK

Period of performance shall be from [INSERT DATE] to [INSERT DATE], unless otherwise agreed upon by both Parties, and will be responsible for providing all the services, materials, equipment, facilities, and personnel required to provide [INSERT PROJECT] services in support of the [INSERT DEPARTMENT SUPPORTED].

The vendor shall, on behalf of, and at the direction of Client and its authorized representatives:

- [INSERT SCOPE OF WORK]

Services also include:

- a) **Equipment:** The Contractor will provide all services, materials, equipment, facilities, personnel, computers, software, switches, other equipment required to develop and implement a donor service and donor care support services program for the National Trust.
- b) **Administrative Support:** The Contractor will provide administrative support such as payment processing, call recording, contact tracking, CRM record updates, data files, reporting, and communications with National Trust staff.
- c) **Training and Monitoring:** The Contractor will train agents on National Trust policies and procedures. The Contractor shall monitor and manage the performance of each of its customer response representatives for quality assurance purposes at a frequency agreed to by the parties.
- d) **Data and Reports:** The Contractor will provide the National Trust with call, contact and interaction data and reports daily, weekly, and/or monthly as agreed upon by both parties.
- e) **Performance of services** should be performed in a professional and business-like manner, in accordance with the instructions of the National Trust and at a level of performance, including timeliness and accuracy, consistent with the highest industry standards and practices.

**Sample Exhibit B to Standard Services Agreement**  
SCHEDULE

Work shall commence on [INSERT DATE]. All work to be performed under this Agreement must be finally complete and accepted by Owner no later than [INSERT DATE].

**Exhibit C to Standard Services Agreement**  
PAYMENT FOR SERVICES

As compensation for all services performed and all expenses incurred pursuant to this Agreement, the National Trust agrees to pay Web Development Firm a sum not to exceed [INSERT AMOUNT XXX (\$XXXXX)] based on the following rates:

[INSERT RATE SCHEDULE]

## EXHIBIT B

### Execution of Offer

---

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form is grounds for rejection of a submittal. Please provide the following information as applicable.

Respondent's Name:

If a Corporation:

Respondent's State of Incorporation:

Respondent's Charter No:

Identify each person who owns at least 25% of the Respondent's business entity by name:

*(Name)*

*(Name)*

*(Name)*

*(Name)*

1. The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the National Trust as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the National Trust in a Notice to Proceed. the National Trust reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.
2. By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between the National Trust and Respondent; (3) the National Trust has made no representation or warranty, written or oral, that one or more contracts with the National Trust will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
3. By signature hereon, Respondent offers and agrees to furnish to the National Trust the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
4. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any employee, officer, or Trustee of the National Trust in connection with the submitted Proposals.

5. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any franchise or corporate taxes due under any applicable state or the District of Columbia, or that the corporate Respondent is exempt from the payment of such taxes.
6. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or trust represented by the Respondent, or anyone acting for such firm, corporation, partnership, or trust has violated the antitrust laws of the state (including the District of Columbia) in which Respondent is located or in the state (including the District of Columbia) where the Project is located, or the Federal antitrust laws, nor communicated directly or indirectly the Proposals made to any competitor or any other person engaged in such line of business.
7. By signature hereon, Respondent represents and warrants that:
  - A. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
  - B. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
  - C. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
  - D. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in a contract under which Respondent will be required to operate;
  - E. Respondent, if selected by the National Trust, will maintain insurance as required by the contract;
  - F. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the National Trust will rely on such statements, information and representations in selecting the successful Respondent. If selected by the National Trust as the successful Respondent, Respondent will notify the National Trust immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
8. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposals.
9. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of the National Trust, or Respondent has not been an employee of the National Trust within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to National Trust entering into any contract with Respondent.
10. If Respondent has received compensation for participation in the preparation of the specifications for this RFP, then Respondent agrees that the National Trust may, at the National Trust's sole option and discretion, disclose such fact to other respondents, provide to other respondents all materials and information furnished or prepared by Respondent for the National Trust, and provide to other respondents all materials and information furnished or prepared for the National Trust that were provided to Respondent.
11. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational

Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

**12.** By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**13.** By signature hereon, Respondent certifies that no member of the Board of Trustees of the National Trust for Historic Preservation, or officers of the National Trust for Historic Preservation or its subsidiaries, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

**14.** By signature hereon, Respondent certifies that it has not been debarred or suspended by any Federal, State or Local agency.

Submitted and Certified By:

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(DATE)

Respondent's Name:

Title:

Street Address:

City, State, Zip Code:

Telephone Number:

**EXHIBIT C**

**Certification Regarding Debarment and Suspension**

---

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. Contractor certifies to the best of its knowledge and belief that it and its principals:
  - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local government entity;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

UEI Number: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, Contractor is certifying the information set out below.
2. The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the National Trust's determination whether to enter into this transaction. However, failure of the to furnish a certification or an explanation shall disqualify such Contractor from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the National Trust determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the National Trust may terminate this transaction for cause or default.
4. The Contractor shall provide immediate written notice to the National Trust if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any subcontract with a person/company who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the National Trust.
6. The Contractor further agrees by submitting this proposal that it will include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion," in all transactions and in all solicitations for Subcontractors or Consultant.
7. The National Trust may rely upon a certification of a Contractor or Subcontractor in a transaction that it is not debarred, suspended, ineligible, or voluntarily excluded, unless it knows that the certification is erroneous. The National Trust may decide the method and frequency by which it determines the ineligibility of all Contractors. The National Trust may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor/Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a Contractor in a knowingly enters into a transaction with a person/Sub-contractor who is suspended, debarred, or ineligible, from participation in this transaction, in addition to other remedies available to the National Trust may terminate this transaction for cause or default.