

FAUQUIER COUNTY, a political subdivision of the Commonwealth of Virginia
Contract HIE-45-20smc, Safe Hotel Housing for Declared Emergencies

This Agreement is made and entered into this 8th day of June, 2020, by Fauquier County, a political subdivision of the Commonwealth of Virginia hereinafter referred to as "County" and, **Holiday Inn Express Warrenton, VA**, located at **410 Holiday Court, Warrenton, VA 20186** hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Safe Hotel Housing for Declared Emergencies to the County as set forth in the Contract Documents.

COMPENSATION: The County will pay and the Contractor will accept in full consideration for services rendered during the contract term, the nightly room rates as noted in the Contractor's proposal response attached hereto.

CONTRACT PERIOD: The period of this contract shall be for one year from the date noted above, with three (3) one-year renewal options, as mutually agreed upon by both parties. The Contractor may adjust room pricing within the sixty-day period occurring before the end of each contract period.

The contract documents shall consist of and are listed in order of priority:
Text

- (1) This signed form;
- (2) FBPR 45-20sm, dated April 29, 2020;
- (3) Contractor's Proposal response dated May 12, 2020.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Holiday Inn Express Warrenton, VA

By: 

Title: Director of Sales

Date: 7/20/20

County of Fauquier, a political subdivision of the Commonwealth of Virginia

By: 
Susan R. Monaco, CPPO, CPPB

Title: Procurement Manager

Date: 7/20/20

FAX OR E-MAIL BACK PROPOSAL REQUEST

Safe Hotel Housing for Declared Emergencies

FBPR 45-20sm
(13 PAGES TOTAL)

Issue Date: April 29, 2020

To be considered, Respond by: **May 12, 2020** Time: **2:30 p.m.**

Late submissions will not be accepted.

Fax or Email response back to (540) 422-8355 or susan.monaco@fauquiercounty.gov

For Ease of Preparation of your Response Offerors shall complete and return those pages marked "Return this Page" only to be considered for Contract Award

The courtesy of a response is requested, even if you do not wish to submit a proposal. Thank you.

Issuing Department : Fauquier County Board of Supervisors
c/o Procurement Division
320 Hospital Drive, Suite 23
Warrenton, VA 20186

Refer questions to: Susan R. Monaco, CPPO, CPPB
Procurement Manager

Phone Number: (540) 422-8348
E-mail: susan.monaco@fauquiercounty.gov

This fax-back proposal request (FBPR) is issued by the Fauquier County Procurement Division, on behalf of Fauquier County, a political subdivision of the Commonwealth of Virginia, herein referred to for convenience as "County", and is subject to the provisions of General Terms and Conditions and the County Procurement Policy. Vendors responding to this request are referred to as "Offerors" and the awarded Offeror(s), as "Contractor(s)". The contents of the proposal submitted by the successful Offeror(s), this FBPR and all modifications made thereof, will become part of the contract awarded as a result of this solicitation, which the Contractor(s) are required to sign.

Attached are printed Terms and Conditions. In accordance with the FBPR and subject to all conditions and attachments, the undersigned offers and agrees to furnish the services as noted in their proposal response:

OFFEROR'S FULL, LEGAL NAME (PRINT)	F.I.N OR S.S. NUMBER
<u>Holiday Inn Express Warrenton, VA</u>	_____
<u>510 Holiday Ct</u> Street Address	<u>Warrenton, VA 20186</u> City, State, Zip Code
<u>Alexia Zelaya – Director of Sales</u> Print Name/Title	<u>910.200.0703</u> Telephone No. (Including area code)
<u>zeltelaz@gmail.com</u> Email Address	_____ Fax No. (Including area code)
<u>Alexia Zelaya</u> <u>5/12/20</u> Signature	_____ Date

INDICATION OF NON-INTEREST:
If you do not wish to participate in this solicitation, please check off below and return this page via fax or e-mail.
No, I do not wish to submit a PROPOSAL for this solicitation: _____ Date: _____

Reason: _____

Signature: _____

RETURN THIS PAGE

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A.X. Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

C. Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Holiday Inn Express Warrenton, VA
Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

5/12/20
Date

Alexia Zelaya
Authorized Signature

Alexia Zelaya-Director of Sales
Print or Type Name and Title

RETURN THIS PAGE

**DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

<u>Coverage Required</u>	<u>Limits Required</u> <u>(figures denotes minimum)</u>
X 1. Workers' Compensation And Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or Better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
X 2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or Better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
X 3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or Better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
— 4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or Better or its equivalent	4. \$1,000,000 (CSL) Each Claim
— 5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
— 6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
— 7. Umbrella Liability Best's Guide Rating-A-VIII or better, Or its equivalent.	7. \$1,000,000
— 8. Other Insurance:	
X 9. Auto and General Liability Policies shall be endorsed to name Fauquier County as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
X 10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
X 11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
X 12. Contractor shall submit Certificate of Insurance within five (5) business Days from notification of award, and shall provide updated Certificates for the Duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 4/4/13, Proc/HR

RETURN THIS PAGE

PROPOSAL RESPONSE FORM

Please complete the information below and submit via e-mail or fax by the deadline noted on the cover page to:

Fauquier County Procurement Division
320 Hospital Drive, Suite 23, Warrenton, VA 20186
susan.monaco@fauquiercounty.gov or fax 540-422-8355

HOTEL/OFFEROR INFORMATION:

Hotel Name: Holiday Inn Express Warrenton, VA
 Address: 410 Holiday Ct
Warrenton, VA 20186
 Authorized Representative's Name: Alexia Zelaya
 Phone Number: 910.200.0703
 Fax Number: Na
 E-mail: zeltelaz@gmail.com
 Website: _____
 Emergency Contacts (Name): Alexia Zelaya
 All-hour Phone Number: 540.341.3461

- 1) *Is the Authorized Representative noted above, able to sign a contract/agreement on behalf of the Hotel, yes or no?* YES
- 2) *If no, please indicate the individual (name, position, location and e-mail address) the County would work with to achieve contract approval and signature:* _____

HOTEL INFORMATION (attach a separate page for additional listings and descriptions)

- a. Number of Rooms and, Type of Rooms: 25 Singles or Doubles
- b. Description of Additional Services Included in Room Rate, i.e. Continental Breakfasts, etc:
Breakfast, WIFI, Business Center
- c. Standard Check-in and Check-Out Hours and, Emergency/Latest Check-in Hours:
3:00pm c/in 11:00am c/out
- d. Standard Notice to Reserve Rooms:
- e. Standard Notice to Cancel Reservations:
24 hours 6pm

RETURN THIS PAGE

PROPOSAL RESPONSE FORM

- f. Base Nightly Room Rate, plus details of tax and fees per night, expected to be equal to or less than current Room Rate:
\$75 plus tax
- g. Payment Options (Credit Card, On-Account Billing/payment by Check, etc):

CC, Direct Bill (with application approval)

h. Number/Quantity of Rooms Committed to this Contract For Use (if this commitment changes by season, indicate timeframe of the room quantity commitments):

25 Rooms

i. Offerors shall note any additional comments, exceptions or clarifications, in the section below, for County consideration and evaluation of their proposal submission:

CERTIFICATION

As an authorized representative of the company, I hereby certify that all the information contained in this document is factual and correct:

Name (Print): Alexia Zelaya

Title: Director of Sales

Signature: Alexia Zelaya

Date: 5.12.20

If approved and awarded, once contract is signed, this facility/Hotel will be included on the Fauquier County Approved Safe Hotel Housing for Declared Emergencies.

RETURN THIS PAGE

FAX OR E-MAIL BACK PROPOSAL REQUEST

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(13 PAGES TOTAL)

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Refer questions to: Susan R. Monaco, CPPO, CPPB
Procurement Manager

Phone Number: (540) 422-8348
E-mail: susan.monaco@fauquiercounty.gov

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Attached are printed Terms and Conditions. In accordance with the FBPR and subject to all conditions and attachments, the undersigned offers and agrees to furnish the services as noted in their proposal response:

OFFEROR'S FULL, LEGAL NAME (PRINT)

F.I.N OR S.S. NUMBER

Street Address

City, State, Zip Code

Print Name/Title

Telephone No. (Including area code)

Email Address

Fax No. (Including area code)

Signature

Date

INDICATION OF NON-INTEREST:

If you do not wish to participate in this solicitation, please check off below and return this page via fax or e-mail.
No, I do not wish to submit a PROPOSAL for this solicitation: _____ Date: _____

Reason: _____

Signature: _____

RETURN THIS PAGE

1.0 Purpose:

The purpose and intent of this Fax/E-Mail Back Proposal Request (FBPR) is to establish contract(s) for on-call, as-required lodging accommodations within close proximity to Warrenton, VA, for Fauquier County, for use during a local/state/federally declared emergency, in accordance with the terms, conditions and specifications contained herein.

1.1 For ease of reference, each organization submitting a response to the Fax/E-Mail Back Proposal Request will hereinafter be referred to as an "Offeror." An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Contractor."

1.2 The contents of the proposal submitted by the successful Offeror using the form provided, this FBPR (including general and special terms and conditions) and all modifications made thereof, will become part of any contracts awarded as a result of this solicitation. The successful Contractor(s) will be required to sign a contract with the Owner.

2.0 Background/Scope of Services:

2.1 Background:

In the event of a declared emergency, the County may need a safe, convenient form of shelter close to central, county locations to support the critical workforce, programs, and services. Declared emergencies can range from anticipated snowstorms or inclement weather to a pandemic. The ability to notify the awarded Contractor(s) of the need for this lodging will vary, depending on the nature of the emergency, from several days advance notice to an immediate notice or need. Unfortunately, due to the variation of emergencies and unusual nature of emergency declarations, the County is unable to provide statistics or quantity of rooms required for the potential use of awarded contracts for this service.

2.2 Scope of Services:

The County seeks hotels or lodging, and related ancillary services provided as part of nightly lodging rates, in excellent condition, with secured exits and entryways into the building, with the exception of the hotel front lobby entrance. The Contractor shall provide rooms under these contracts that are secure and clean, to include a television, telephone, high-speed internet and other room necessities, all of which must be in full working condition. All rooms shall be vacuumed, all furniture dusted and the bathroom floor and fixtures must be clean and in normal working function upon check-in. Housekeeping services to be provided as standard for the facility's service provision unless specifically requested differently by County. All rooms shall be non-smoking.

2.3 Request for Reservation/Lodging:

The County will make an effort to request lodging with more than twenty-four hours' notice to the awarded Contractor(s), depending on the nature of the declared emergency, and will include reference to the awarded contract in their request. The County department management/administrative or, EOC team (not individual County employees) shall coordinate room reservations through the resulting contracts. Due to the unique nature of this contract, on-line reservations may not be possible, and the County will call the awarded Contractor, rather than reserve on-line unless the Contractor provides a specific code for on-line use.

In order to utilize funds most effectively, the County shall request room(s) from awarded Contractors using the lowest awarded pricing first, then moving to rooms available from the next lowest awarded pricing, until the room requirements are satisfied. "Price gouging" during declared emergencies is prohibited; Offerors shall provide pricing equal to or less than their current rates, in response to this request.

2.4 Method of Payment:

The County will provide payment for lodging by a County-issued P/Credit Card or, by County-

issued check, depending on the contract between the County and the Contractor. Additional requirements and details for this request are noted on the Proposal Form, which Offerors must complete and submit in order to be considered for award.

3.0 Evaluation and Award

The County will evaluate responses on the basis of all required forms returned with response and the completeness of response, with the base room rate considered as part of this evaluation. As part of the evaluation process, the County may conduct any investigations necessary to make their final decision.

3.1 Award of Contract: The County will award contracts to Offerors deemed to be fully qualified and best suited among those returning the Proposal Form and all required forms. As noted in Section 1.0, the County intends to award multiple contracts for this service in order to more effectively meet needs that arise during declared emergencies.

The County may cancel this FBPR or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed the most advantageous (Section 2.2-4359, Code of Virginia). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal response per their completed forms as submitted.

4.0 Contract Period

The period of this contract shall be for one (1) year from date of award, with three (3) one-year renewal options; both parties shall mutually agree upon renewals. Pricing may be adjusted within the sixty-day period occurring before the end of each contract period. The County reserves the right to review all Contractor qualifications annually at the anniversary date of the contract award.

5.0 State Corporation Commission

State Corporation Commission (SCC) registration requirements effective July 1, 2010: all proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in paragraph 45 of the General Conditions and Instructions to Bidders/Offerors. Offeror shall use the form provided with this solicitation to note their State Corporation Commission Identification Number or justification for non-registration. The SCC may be reached at 804-371-9733 or at www.scc.virginia.gov/default.aspx. Failure to include this form with the proposal submission may result in rejection of the proposal.

6.0 Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The Contractor shall furnish the certificate of insurance for the coverage required, endorsing Fauquier County as additional insured, within five business days of the request, and shall continue to provide compliant insurance certificates throughout the term of the contract.

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS
Revised 7/19/2018 NON-APPLICABLE SECTIONS DELIBERATELY OMITTED AS NOTED

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County. The term "Owner" as used herein refers to the contracting entity, which is the signatory on the contract and refers to Fauquier County, a political subdivision of the Commonwealth of Virginia. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
 2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** – Unless otherwise specified, if any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
 - a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall

be deemed to be the low bid. No bidder/offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1;IFB/RFP NUMBER
TITLE; BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** *This section deliberately omitted.*
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in §2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this § shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this § prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this § shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

- 20. **BRAND NAME OR EQUAL ITEMS:** *This section deliberately omitted.*
- 21. **FORMAL SPECIFICATIONS:** *This section deliberately omitted.*
- 22. **OMISSIONS & DISCREPANCIES:** *This section deliberately omitted.*
- 23. **CONDITION OF ITEMS:** *This section deliberately omitted.*

AWARD

- 24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
- 25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
- 26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to §2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

- 28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.

29. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 5. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
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 Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.
36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall

be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or
2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

37. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
38. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.
39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
40. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** *This section deliberately omitted.*
41. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
42. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this solicitation.

43. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the

Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

44. **ASBESTOS NOTIFICATION:** *This section deliberately omitted.*
45. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by §13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.
46. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner's website(s) or third-party programs accessed through Owner's website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled "Accessibility of State and Local Government Websites to People with Disabilities," available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to §508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner's web accessibility policy.

DELIVERY PROVISION

47. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** *This section deliberately omitted.*
48. **RESPONSIBILITY FOR SUPPLIES TENDERED:** *This section deliberately omitted.*
49. **INSPECTIONS:** *This section deliberately omitted.*
50. **COMPLIANCE:** *This section deliberately omitted.*
51. **POINT OF DESTINATION:** *This section deliberately omitted.*
52. **REPLACEMENT** *This section deliberately omitted.*
53. **PACKING SLIPS OR DELIVERY TICKETS:** *This section deliberately omitted.*

BIDDER/CONTRACTOR REMEDIES

54. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeror who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeror is not a responsible Bidder/Offeror. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in §7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
55. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in §2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to §2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor’s Identification Number issued to it by the SCC is _____

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

RETURN THIS PAGE

**DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm.

<u>Coverage Required</u>	<u>Limits Required</u> <u>(figures denotes minimum)</u>
<u>X</u> 1. Workers' Compensation And Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or Better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u> 2. Commercial General Liability General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or Better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u> 3. Automobile Liability Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or Better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
___ 4. Prof. Errors and Omissions Best's Guide Rating-A-VIII or Better or its equivalent	4. \$1,000,000 (CSL) Each Claim
___ 5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
___ 6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___ 7. Umbrella Liability Best's Guide Rating-A-VIII or better, Or its equivalent.	7. \$1,000,000
___ 8. Other Insurance:	
<u>X</u> 9. Auto and General Liability Policies shall be endorsed to name Fauquier County as additional insured (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u> 10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u> 11. The Certificate must state Bid/RFP No. and Bid/RFP Title.	
<u>X</u> 12. Contractor shall submit Certificate of Insurance within five (5) business Days from notification of award, and shall provide updated Certificates for the Duration of the contract.	

OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

FIRM

SIGNATURE

Revised 4/4/13, Proc/HR

RETURN THIS PAGE

PROPOSAL RESPONSE FORM

Please complete the information below and submit via e-mail or fax by the deadline noted on the cover page to:

Fauquier County Procurement Division
320 Hospital Drive, Suite 23, Warrenton, VA 20186
susan.monaco@fauquiercounty.gov or fax 540-422-8355

HOTEL/OFFEROR INFORMATION:

Hotel Name: _____

Address: _____

Authorized Representative's Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Website: _____

Emergency Contacts (Name): _____

All-hour Phone Number: _____

- 1) *Is the Authorized Representative noted above, able to sign a contract/agreement on behalf of the Hotel, yes or no?* _____
- 2) *If no, please indicate the individual (name, position, location and e-mail address) the County would work with to achieve contract approval and signature:* _____

HOTEL INFORMATION (attach a separate page for additional listings and descriptions)

- a. Number of Rooms and, Type of Rooms: _____
- b. Description of Additional Services Included in Room Rate, i.e. Continental Breakfasts, etc: _____
- c. Standard Check-in and Check-Out Hours and, Emergency/Latest Check-in Hours: _____
- d. Standard Notice to Reserve Rooms: _____
- e. Standard Notice to Cancel Reservations: _____

RETURN THIS PAGE

PROPOSAL RESPONSE FORM

f. Base Nightly Room Rate, plus details of tax and fees per night, expected to be equal to or less than current Room Rate:

g. Payment Options (Credit Card, On-Account Billing/payment by Check, etc):

h. Number/Quantity of Rooms Committed to this Contract For Use (if this commitment changes by season, indicate timeframe of the room quantity commitments):

i. Offerors shall note any additional comments, exceptions or clarifications, in the section below, for County consideration and evaluation of their proposal submission:

CERTIFICATION
As an authorized representative of the company, I hereby certify that all the information contained in this document is factual and correct:

Name (Print): _____

Title: _____

Signature: _____

Date: _____

If approved and awarded, once contract is signed, this facility/Hotel will be included on the Fauquier County Approved Safe Hotel Housing for Declared Emergencies.

RETURN THIS PAGE