



**REQUEST FOR QUOTES ANNOUNCEMENT**  
**RFQ No. 2020-04C**  
**Issue Date: March 3, 2020**

**County of Frederick, Virginia**  
**FINANCE DEPARTMENT**  
**107 N. Kent Street, 3<sup>rd</sup> Floor**  
**Winchester, VA 22601**  
**Phone: (540) 665-5610**  
[www.fcva.us/purchasing](http://www.fcva.us/purchasing)

<b>Title:</b>	Battlefield Half Marathon Partnership
<b>Proposals Due:</b>	March 16, 2020, at 2:00p.m., local time.
<b>Project Overview:</b>  The Frederick County Parks and Recreation Department is seeking offers for a Non-Profit Organization that benefits the area homeless to partner with for the Battlefield Half Marathon. Partnering organizations will provide a specified volunteer base in exchange for being named the recipient of a pre-determined portion of the proceeds after all expenses have been met. Successful offers must meet the guidelines articulated in the RFQ.	

The County of Frederick, Virginia (the “County”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein and proposals will be received by Missi Neal, Purchasing Manager at the Frederick County Finance Department, 3<sup>rd</sup> Floor, 107 N. Kent Street, Winchester, Virginia, 22601, through the due date and hour shown above (local prevailing time).

**Questions:** All inquiries and technical questions or comments related to this solicitation shall be directed to Andrew Keefauver, no later than 2:00 p.m. on March 12, 2020. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

<b>RFQ Contact Information:</b>	Andrew Keefauver Parks and Recreation Department akeefauv@fcva.us
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This solicitation is posted on eVA, Virginia’s eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and is available for free download. A direct link to County of Frederick, VA solicitations is located [here](#). Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the eVA solicitation webpage.

**Notification of awards will be posted on eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)).**

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## **SECTION A**

### **SCOPE OF WORK**

#### **1. INTRODUCTION**

Frederick County Parks and Recreation Department (FCPRD) held the inaugural Battlefield Half Marathon at the Kernstown Battlefield and surrounding area in 2014. In an effort to make the event successful FCPRD finds it necessary to partner with an organization that can provide a large volunteer base to facilitate the many numerous tasks required to provide an event of this magnitude. This is a yearly event typically held the first weekend in November.

#### **2. PARTNERING ORGANIZATION RESPONSIBILITIES**

The partnering organization must meet the following criteria:

- A. Serve the Frederick County, VA community
- B. Provide services to the area homeless
- C. Provide FCPRD with the volunteers as outlined in Attachment A
- D. Provide Frederick County with a copy of the organization's most current IRS Form 990.

If selected, the partnering organization must provide to Frederick County:

- A. A certificate of liability insurance naming Frederick County, VA as the additional insured by July 1, 2020
- B. A substitute W-9 Form with ACH information by November 1, 2020
- C. Have all required volunteer positions filled by October 6, 2020.

#### **3. ECONOMIC POTENTIAL**

The Partnering Organization shall be named as the beneficiary of the Battlefield Half Marathon and receive a donation determined primarily by event revenue less direct program expenses.

#### **4. REQUIRED NUMBER OF VOLUNTEERS & TIMES**

- A. Health and Wellness Expo: Friday November 6, 2020 (3:30 p.m. - 8:30 p.m.)
  - Volunteers Needed: 15
  - Assignments: Registration, Hand out T-shirts, Hand out participant bags, Information Booth, Map Readers
  - Race packet volunteers must verify a participant first and last name and determine that they have paid in full, hand out race bib and participant bag
    - Registration volunteers must have participants fill out a registration form, collect money, hand out race bib and participant bag
    - T-shirt volunteers will hand out race shirts to participants
    - Volunteers will hand out bags to participants
    - Information Booth volunteers will hand out race maps and answer any questions about the event

- Map Readers will have large course maps and walk participants through the course

B. Race Day: Saturday November 7, 2020

a. Race Packet Pick-up/T-shirt (5:30 a.m.-8:00 a.m.)

Volunteers Needed: 3

Assignments:

- Race packet volunteers must verify a participants first and last name and determine that they have paid in full, hand out race bib and participant bag
- T-shirt volunteers will hand out race shirts to participants

b. Course Marshals (7:00 a.m.-2:00 p.m.)

Volunteers Needed: 5

Assignments:

- Help direct runners out of the gate at the entrance to the battlefield

c. Hydration Station Managers (7:00 a.m.-2:00 p.m.)

Volunteers Needed: 21

Assignments:

- Hydration station managers are assigned to pre-determined locations along the course to handout water/sports drinks to runners as they pass

d. Post Race Refreshments (7:00 a.m.-2:00 p.m.)

Volunteers Needed: 10

Assignments:

- Volunteers for food will make sure all food is completely stocked and will clean up area after participants leave

e. Finish Line Medals (9:00 a.m.-2:00 p.m.)

Volunteers Needed: 10

Assignments:

- Volunteers will hand out medals to runners as they cross the finish line

## 5. SPECIAL REQUIREMENTS

The Partnering Organization must have all required volunteer positions filled by October 6, 2020. If not filled, the quality of the event and success of future events will be impacted, therefore a fee of \$100 per volunteer will be deducted from the overall donation. If net proceeds are less than this amount, the Partnering Organization shall be billed for the remainder.

## SECTION B

### SUBMISSION REQUIREMENTS AND EVALUATION

#### 1. QUOTE SUBMISSION

Submit *one* original paper version (conspicuously marked as “ORIGINAL”) and *one* electronic version(s) on CD or USB/”Thumb Drive” ( a USB/”Thumb Drive” is preferred) of the Quote by the due date and time specified on the announcement page. Quotes shall be delivered to the County of Frederick, Purchasing Manager, 107 N. Kent Street 3<sup>rd</sup> Floor, Winchester, VA 22601.

All Quotes must be labeled with the *Quote Name* and *Quote Number* and include the Offeror’s name and address on the outside of the package.

All Quotes (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version. In case of a conflict between the original paper version and the electronic version, the original paper version shall prevail.

#### 2. QUOTE FORMAT

To facilitate the analysis of Quotes, Offerors are encouraged to prepare the Quote according to the instructions and in the order presented in this section. Quotes should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services requested by the County. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the Quote.

The Quote should be organized in the following order and minimally contain the following information:

- Attachment A - Quote Form. The Quote Form should act as the cover pages of the Quote
  - A summary that provides a narrative, summarizing the Quote.
  - A profile which includes services offered and qualifications
- Required attachments

#### 3. EVALUATION CRITERIA: Each Quote will be evaluated according to the following criteria. The criteria are listed in order of importance:

- |   |    |
|---|----|
| • Total Number of Adult Volunteers (18+) Available                                | 25 |
| • Number of Individuals Served Annually   | 25 |
| • Successful Experience and Capabilities Providing Similar Services               | 25 |
| • Offeror’s agreement and ability to meet/exceed all requirements within this RFQ | 25 |

**Total Points**

**100**

#### 4. EVALUATION OF QUOTES:

Quotes will be evaluated according to the established evaluation criteria. The County will select Offerors from all Quotes submitted that are deemed to be fully qualified and best suited to provide the requested services. The County may initiate discussions/interviews with the selected Offerors. The County will conduct negotiations with each of the selected Offerors and may obtain best and final offers.

Only submittals that are seen as responsive from Offerors deemed responsible will be evaluated against the criteria and be eligible for award. Once negotiations are complete the County may again make a determination as to whether the Offeror is responsible.

Should the County determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the County finds, in its sole discretion that such a selection is in the best interest of the County.

## SECTION C

### CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Quotes (RFQ) must be received prior to the date and time posted on the cover page.
2. **CONTRACTOR QUALIFICATIONS:** Offerors shall have the capability in all respects to fully provide the services and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The County will make a single award to the responsible Offeror(s) who has the best Quote and is determined to be most advantageous to the County.
5. **CONTRACT/AGREEMENT:** Following award, a contract/agreement will be executed between the Offeror and the County. A sample contract is included in this Request for Quotes. Do not return the sample contract with the Quote; it is provided for informational purposes only.
6. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Purchasing Manager in advance.
7. **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for one year from date of award and continue for one year with the option to renew, at the County's sole discretion, for four (4) additional one (1) year periods.
8. **DONATION PAYMENT:** Payment will be issued to the Offeror after satisfactory completion of services for the program and verification of program expenses. A completed and signed Acknowledgement of Payment Procedures (Attachment C) and Vendor Application (Attachment D) must be completed and submitted with quote.
9. **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless The County of Frederick, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the County as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to submitting a Quote that all insurance endorsements forms have been reviewed by your insurance carrier.** A completed and signed Insurance Requirements form must be submitted with all Quotes (Attachment F).

Contractor shall have ten (10) days from the date of the County's request, to provide insurance documentation. Failure to provide the certificate and forms within this period may be cause for the County to award a contract to the next responsive Offeror and hold the original Contractor liable for excess costs.

## SECTION D

### GENERAL TERMS AND CONDITIONS

1. **AUTHORITY:** The County has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the County of Frederick, VA. The County Finance Director serves as the County Purchasing Agent. In the discharge of these responsibilities, the County Finance Director has appointed the County Purchasing Manager to assist the County Purchasing Agent. Unless specifically delegated by the County, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Frederick, VA for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.
2. **SUBMISSION REQUIREMENTS**
  - a. **Direct contact with anyone other than the County Purchasing Manager or the RFQ Contact, regarding this Request for Quotes is expressly forbidden except with the permission of the Purchasing Manager. Violation of this directive may result in a determination that the Offeror is ineligible for award.**
  - b. All Quotes must be signed by an officer or employee having the authority to sign on behalf of the firm.
  - c. All proposals shall be submitted with the Quote number, date and time clearly marked on the outside of the envelope or package. Quotes received by the Purchasing Manager after the due date and time will not be accepted or considered. Failure to return required documents and information specified herein may result in a determination that the Quote is non-responsive. Electronic transmittals (i.e. fax, email, etc.) will not be considered. All costs associated with preparing a Quote, including any mailing costs, are the Offeror's responsibility.
  - d. Prices, when requested, shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including sales tax, delivery charges or other surcharges. All deliveries shall be F.O.B. Destination.
  - e. If the County is closed for business at the time scheduled for Quote opening, regardless of reason, Quotes will be accepted on the next business day of the County, at the originally scheduled time.
  - f. The Terms and Conditions in this Request for Quotes shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered, must be submitted as part of the Quote and be indicated on the Quote Form. Such exceptions may result in the Quote being determined non-responsive.
  - g. Submission of a Quote by the Offeror is not to be construed as an award or an order to ship.
  - h. A Quote by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Offeror from award of a contract.
3. **ADDENDA:** Changes or supplemental instructions to this Request for Quotes will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the Quote due date and time to ensure that all addenda are received.



All Offerors shall acknowledge receipt of Addenda with the Quote. Acknowledgement of all Addenda shall be in the space provided on the Quote Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the Quote may be determined non-responsive.

- a. The County posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). A direct link to County of Frederick, VA solicitations is located [here](#).

#### 4. **AWARD**

- a. A notice of award will be posted with the original solicitation on **eVA**, Virginia's eProcurement Portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)). A direct link to County of Frederick, VA solicitations is located [here](#).
- b. Award shall be made to the responsible Offeror whose Quote is determined in writing to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in this Request for Quotes. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Quotes, awards may be made to more than one (1) Offeror.

5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of availability of an annual appropriation by the County for the purchase of such goods and/or services. The County's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the Quote a statement describing why the Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

7. **SMALL, WOMEN-OWNED MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The County of Frederick desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service-disabled veterans and to encourage their participation in the County's procurement activities. The County encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minority individuals and service-disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. A directory of Commonwealth of Virginia Small, Women-Owned Minority and Service-Disabled Veteran-Owned businesses can be found at <https://directory.sbsd.virginia.gov>.

8. **FAITH BASED ORGANIZATIONS:** In accordance with the Code of Virginia § 2.2-4343.1, the County does not discriminate against faith-based organizations.

9. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:

- a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to

discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 non-discrimination clause.

- b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c. 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.
- d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

10. **DRUG FREE WORKPLACE:** In accordance with the Code of Virginia § 2.2-4312, 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 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A 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 subsection, 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.

#### 11. PAYMENT TERMS

Payment will be authorized following receipt of a valid invoice and delivery of goods or completion of services according to specifications and subject to inspections. Payments shall be in accordance with the Acknowledgement of Payment Procedures, which can be found at [www.fcva.us/purchasing](http://www.fcva.us/purchasing).

- a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Quote Form. Alternate terms may be offered by Offeror for prompt payment of bills.
- b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- c. Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month).
- d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.

12. **HOLD HARMLESS AND INDEMNIFICATION:** The Contractor shall defend, indemnify and hold the County, and County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the County, County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless

includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the County due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

The Contractor agrees to defend and save the County, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

13. **LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
14. **GOVERNING LAW AND FORUM SELECTION:** This solicitation is subject to the laws of the Commonwealth of Virginia and the County of Frederick, Virginia. By virtue of entering into a contract, Contractor submits itself to a court of competent jurisdiction serving Frederick County, Virginia, and further agrees that this contract is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by said court accordingly.
15. **RIGHTS UNDER ANTITRUST LAWS:** The Offeror assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the Quote. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.
16. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Offeror certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended, which prohibits employment of illegal aliens.
17. **ASSIGNMENT OF CONTRACT:** A Contractor may not assign or transfer this contract and/or Purchase Order in whole or in part except with the prior written consent of the County, which may be withheld in the County's sole and exclusive discretion.
18. **DEFAULT:** In event of default by the Contractor, the County reserves the right to procure the goods and/or services from other sources and hold the Contractor liable for any excess cost occasioned thereby.
19. **TERMINATION FOR CONVENIENCE:** The County may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the County's best interest without providing specific cause.

If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

20. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the County may give the

Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The County may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by electronic means (fax/email) or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the County may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the County terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the County shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

21. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the County to the Contractor or the waiver by the County of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the County of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County.
22. **SEVERABILITY:** If any provision of the Contract resulting from this Request for Quotes or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
23. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.
24. **CONFLICT:** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a purchase order or related document issued by the Finance Department, the contract documents shall control.
25. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.
26. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Contractor pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits.

27. **VIRGINIA FREEDOM OF INFORMATION ACT:** Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
28. **ENTIRE AGREEMENT:** The contract resulting from this Request for Quotes and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

**ATTACHMENT A****QUOTE FORM**

(Completed Form Shall Be Submitted as Cover Pages)

<b>RFQ Number:</b>	2020-014C
<b>Project Name:</b>	Battlefield Half Marathon Partnership
<b>Due Date and Time:</b>	March 16, 2020, at 2:00p.m., local time.

<b>OFFEROR INFORMATION</b>	
<b>Organization Name</b>	
<b>Mailing Address</b>	
<b>Payment Address (if different from Mailing Address)</b>	
<b>Telephone Number</b>	( ) -
<b>Federal Employer Identification Number (FEIN)</b>	-
<b>Social Security Number (only if a FEIN is NOT provided)</b>	- -
<b>Representative Name/Title</b>	
<b>Representative Telephone Number</b>	
<b>Representative Email Address</b>	

**1. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: \_\_\_\_\_

or

Firm/Company is not required to have/maintain registration  
because: \_\_\_\_\_**2. ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

**3. ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request for Quotes:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**4. SWaM BUSINESS:** Indicate if your organization is SWaM Certified:☐ NO☐ **YES; Certification #** \_\_\_\_\_☐ **SWaM Type:** \_\_\_\_\_**5. EXCEPTIONS:** Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:☐ Offeror understands and agrees to all terms, conditions, requirements, and specifications stated herein.☐ Offeror takes exception to terms, conditions, requirements, or specifications stated herein Offeror must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted:

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Exceptions taken from the stated terms and/or specifications may be cause for proposals to be deemed "non-responsive".

#### 6. **OFFEROR'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting a responsive quote and may not be inclusive of all solicitation requirements. Offerors are expected to carefully read the entire Request for Quotes document prior to submitting:

- ☐ Completed and Signed Quote Form (*This form should act as a cover for the quote*)
- ☐ Completed Organization Informational Quote Form
- ☐ Completed and Signed Acknowledgement of Payment Procedures
- ☐ Completed Vendor Application (Substitute W-9 Form – ACH Enrollment)
- ☐ References
- ☐ Insurance Form
- ☐ One (1) Original Quote and
- ☐ One (1) Electronic Quote

#### 7. **Authorization**

In accordance with the term conditions and specifications of this Request for Quotes, the undersigned agrees to furnish any or all of the items and/or services at the prices quoted, at the price set opposite each item, to be delivered within the specified timeframe and to the specified place. The undersigned acknowledges that **the quote is valid for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the Request for Quotes, and is authorized to contract on behalf of firm named below.

Firm Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**(This form must be signed. All signatures must be original and not photocopies.)**



**ATTACHMENT B****ORGANIZATION INFORMATIONAL FORM**

(Completed Form Shall Be Submitted with Quote)

**OFFEROR NAME:** \_\_\_\_\_

Please provide a brief history of your organization and how you serve the citizens of Frederick County. Please include a brief description of any previous volunteer experiences that relate to the services required of this offer:

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What does your organization provide to the recipients of your program?

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Does your organization currently receive funding or support from Frederick County? Please provide details:

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**ATTACHMENT B****ORGANIZATION INFORMATIONAL FORM**

(Continued; attach additional pages as necessary)

Please provide the following information:

A. Number of active adult volunteers. ***MUST*** attach roster. \_\_\_\_\_

B. Number of people served in 2019. \_\_\_\_\_

C. List of community special events your organization has provided volunteers and/or assisted with:

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D. Does your organization provide a basic necessity to the less fortunate such as food, shelter, or clothing? If so what?

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E. Did your organization receive a monetary donation or a good/service from Frederick County in 2019? \_\_\_\_\_

F. Please attach IRS Form 990.

I, the undersigned as a representative for \_\_\_\_\_ agree that the

\_\_\_\_\_ (organization) can provide the specified number of volunteers to fill the duties of this agreement as outlined in this Request for Quotes. I also understand the financial implications to my organization if we fail to provide the required number of volunteers.

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

**ATTACHMENT C****ACKNOWLEDGEMENT OF PAYMENT PROCEDURES**

(Completed Form Shall Be Submitted with Quote)

I hereby acknowledge that I have reviewed the "General Terms and Conditions" contained within this Request for Proposals from the County of Frederick, Virginia.

I hereby further acknowledge that, with regard to payments to vendors under contracts with the County of Frederick, Virginia, the General Conditions state as follows:

**PAYMENT –**

- a. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Frederick County, VA reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.
- b. Contractors shall indicate the payment methods that they will accept. Frederick County offers two payment methods, purchasing card (VISA credit card) or ACH (electronic deposit). Acceptance of payment by purchasing card usually means that the vendor will need to have credit card processing capability, however the County encourages vendors to check with their financial institutions to ascertain precisely what is necessary to accept the purchasing card. Frederick County will not pay additional fees in excess of the offered price to contractor for purchasing card acceptance to include, but not limited to, convenience fees and/or surcharges.

I hereby accept and agree to comply with the foregoing as well as all other terms and conditions of the Contract.

I hereby acknowledge my understanding that if I have indicated that purchasing card is an acceptable method of payment, Frederick County will make all payments under this contract by purchasing card and a penalty, not to exceed 3%, will be assessed if purchasing card is not honored at the time of payment.

Please indicate payment method(s) accepted: \_\_\_\_\_Purchasing Card and/or\_\_\_\_\_ACH.

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

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**ATTACHMENT D****VENDOR APPLICATION**(Completed Form Shall Be Submitted with Quote)

Vendor # \_\_\_\_\_

Entered \_\_\_\_\_

**VENDOR APPLICATION – SUBSTITUTE W-9 FORM – ACH ENROLLMENT**

Your United States TAXPAYER IDENTIFICATION NUMBER MUST be provided regardless of your tax status. The Internal Revenue Service (IRS) requires us to maintain the taxpayer identification number and certification for the purpose of reporting certain payments made to persons or companies not classified as employees. Failure to provide this information will result in a tax withholding of 28%. If you do not provide an accurate name and tax identification number as filed with the IRS, a penalty may be imposed by the IRS.

Please complete this substitute W-9 form and return it via fax or mail to the above location. We strictly follow confidentiality laws and use your tax information for our reporting purposes only.

Please be advised that failure to respond may cause a delay in the processing of your payments.

Submission of this form does not guarantee receipt of a request for quotation, invitation to bid or request for proposal. It is the vendor's responsibility to check the solicitation notices posted by the Finance Department.

☐

New Enrollment

☐

Change Existing Enrollment

## PART I

**Vendor Information**

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

D/B/A: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

TIN/SSN: \_\_\_\_\_ A/R Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address Change (must provide old address here):

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Type:  
(MUST choose one)☐ Individual/Sole Proprietor or single member LLC ☐ Partnership☐ C Corporation ☐ S Corporation ☐ Trust/estate☐ Limited Liability Company (LLC) Enter the tax classification:

(S=S corporation, C=C corporation, P=partnership) → \_\_\_\_\_

☐ Other → \_\_\_\_\_

Exempt Payee:

☐ Yes ☐ No

Exempt payee code (if any) \_\_\_\_\_ Exemption from FATCA reporting code (if any) \_\_\_\_\_

County Business License #, if applicable \_\_\_\_\_

List products or services supplied: \_\_\_\_\_

**Persons to contact regarding bids, proposals, contracts or purchase orders**

Name	Title	Phone	Fax

**CERTIFICATION:**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**\*\*SEE REVERSE FOR ACH ENROLLMENT – MUST BE SIGNED\*\*****Revised 9/27/19**

Vendor # \_\_\_\_\_

Entered \_\_\_\_\_

**VENDOR APPLICATION – SUBSTITUTE W-9 – ACH ENROLLMENT FORM**

## PART II

**ACH Enrollment - Bank Information**

**NOTE:** Purchasing cards are the County's preferred method of payment. An ACH is a secondary form of payment utilized ONLY for vendors who do not accept purchasing cards.

There are unique processing requirements for electronic vendor payments that are being sent to a financial institution outside of the United States. If our payments to you are being forwarded from a U.S. financial institution to a financial institution in another country, please advise the Frederick County Finance Department.

	NEW (required)	OLD (required if updating banking info)
<b>Financial Institution</b>		
<b>Bank ABA Routing Number</b> (Specifically for ACH routing transactions)		
<b>Type of Account</b> (choose one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
<b>Deposit Account #</b>		
<b>Email Address for Notice of Payment</b> (required)		
<b>Email Address for Notice of Payment</b> (optional)		
<b>Accounts Receivable Contact Name</b>		
<b>Accounts Receivable Contact Phone</b>		

**NOTE:** All information is required. Contact your bank if you have questions regarding the ABA Routing Number or Account Number for ACH payments.

I, the afore named Vendor, hereinafter called the Vendor, hereby authorize the County of Frederick, Virginia, hereinafter called the County, to initiate credit entries to my/our account for all vendor payments payable to me at the depository financial institution named above, hereinafter called the Depository, and to credit the same to such account. **If County funds to which the Vendor is not entitled are deposited in our account, I, the Vendor, authorize the County to direct the Depository to return those funds.** I, the Vendor, acknowledge that the origination of ACH transactions to my/our account must comply with the provisions of U. S. Law and the rules as set forth by the National Automated Clearing House Association (NACHA).

This authorization is to remain in full force and effect until the County has received a notice of termination from me, or a Vendor representative, in such time and in such manner, as to afford the County a reasonable opportunity to process this termination. I, the Vendor, further acknowledge that any remittance information associated with payments that I receive will be made available to me through a Notice of Payment sent by the County to the e-mail address designated by the Vendor.

I, the Vendor, agree it is the responsibility of the Vendor to notify the County should any changes occur with regard to account information or official e-mail addresses for advice delivery. In the event there is a change to any Vendor information (e.g., name, account number, ABA number, etc.) without prior notification to the County, the County is not liable for any direct deposit to an account that has been deactivated, transferred, or otherwise changed. In the event there is a change to a Vendor official e-mail address without prior notification to the County, the County is not liable for any advice deliveries to an e-mail address that been deactivated, transferred, or otherwise changed.

Under penalties of perjury, I declare that the information provided is true, correct and complete, to the best of my knowledge and belief and that the applicant is not debarred to supply materials or services to any public agency. I also understand that it is my responsibility to update this information in the event that any changes occur. I certify that this vendor/individual is properly licensed for providing the goods/services specified.

Printed Authorized Name/Title: \_\_\_\_\_

Telephone # \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 9/27/19

**ATTACHMENT E****REFERENCE PAGE****MUST BE FOR EQUIVALENT SERVICES**[\(Completed Form Shall Be Submitted with Quote\)](#)**OFFEROR NAME** \_\_\_\_\_**Reference 1**

Name of Business, City, County or Agency	Mailing Address		Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:			

**Reference 2**

Name of Business, City, County or Agency	Mailing Address		Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:			

**Reference 3**

Name of Business, City, County or Agency	Mailing Address		Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:			

## ATTACHMENT F

### INSURANCE REQUIREMENTS

(Completed Form Shall Be Submitted with the Bid)

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits with a \$2,000,000 aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the COUNTY OF FREDERICK as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
  
- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
  
- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

**Please provide the County with two (2) documents upon request:**

- 1.) Certificate of Insurance (COI) for the County of Frederick, 107 N. Kent St., Winchester, VA 22601. COI must show the Additional Insured status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

### BIDDER/OFFEROR STATEMENT

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

(Print)

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

**ATTACHMENT G****SAMPLE CONTRACT/AGREEMENT**

(This is a Sample Only. A specific contract will be sent to the Offeror who is awarded the contract)

**CONTRACT FOR  
BATTLEFIELD HALF MARATHON PARTNERSHIP**

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, hereinafter called the “Contractor” and the County of Frederick, VA, called the “County”.

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

WHEREAS, in response to the County’s Request for Quotes (RFQ) #2020-14C entitled Battlefield Half Marathon Partnership, the Contractor has submitted a timely proposal to provide volunteer services as described in its quote, and the County desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the County, and other good and valuable consideration, the parties covenant and agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Owner as set forth in the official Request for Quotes, which shall include:

- Volunteer Services

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The County shall have the option for four (4) one-year renewals, to be issued in writing 90-days prior to the end of the initial term. Requests for extension and any rate changes must be submitted to the County 60-days in advance of any renewal date. Likewise, any reasonable price adjustments in processing costs based on market analysis which exceed the U.S. Bureau of Labor Statistics data must be submitted in writing 60-days before the end of the term for review providing adequate documentation justifying the need for the requested increase. Any price adjustments will be granted at the sole discretion of the County.

Either party may terminate this contract with 60-days written notice to the other party.

The contract documents shall consist of the following documents, which are expressly incorporated into this contract by reference:

- (1) This signed form;
- (2) The entire County of Frederick, VA Official Request for Proposals, including terms and conditions

dated: \_\_\_\_\_

If applicable, any Official County Addenda:

#1, dated: \_\_\_\_\_

The Contractor’s Bid response dated \_\_\_\_\_, all of which documents are incorporated herein.



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

CONTRACTOR:

COUNTY OF FREDERICK, VA (OWNER):

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Contracting Officer / Purchasing Manager

\_\_\_\_\_  
(Assistant) County Attorney