REQUEST FOR QUOTATIONS
(RFQ)

Issue Date: February 29, 2024

RFQ# 2024-RFQ-8031833

Title: Natural Bridge Field Trip

Issuing Agency: County of Albemarle
Purchasing Division
401 McIntire Road, Suite 248
Charlottesville, VA 22902

Using Department/Division and/or location where work will be performed: County of Albemarle, Various Schools at Albemarle County.

Request for Quotations will be received until **3:00 PM EST on March 18, 2024,** for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: Debra Shifflett, Buyer II Phone: 434-296-5854.

Quotations should be submitted electronically by the stated due date and time, through the Albemarle County Procurement Intake Form on the Albemarle County Procurement Solicitations Page: https://www.albemarle.org/government/finance/procurement/solicitations.

Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled Vendor/Contractor Bids or Proposals Only. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped/mailed, or hand delivered directly to the issuing agency shown above.

If Quotations Are Faxed, Fax To: 434-244-7013.

If Quotations Are Emailed, Email To: dshifflett3@albemarle.org

In compliance with this Request for Quotation and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm:

_____ Date: _____

_____ By: _____

_____Zip Code: _____ (Signature in Ink)

Telephone Number: (___) _____ Name: _____

Fax Number: (___) _____ (Please Print)

E-mail Address: _____ Title: _____

Virginia Contractor License No. _____ **I have the authority to bind the corporation.**

Class: _____ Specialty Codes: _____

SMALL, WOMAN, MINORITY AND SERVICE-DISABLED VETERAN-OWNED BUSINESS: ☐ YES; ☐ NO

IF YES ⇒⇒ ☐ SMALL; ☐ WOMAN; ☐ MINORITY; ☐ SERVICE-DISABLED VETERAN-OWNED.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE: The School Board of Albemarle County is requesting a quote for various Schools to take a trip to Natural Bridge 6477 South Lee Highway, Natural Bridge, VA 24578 from March 25th to May 6th, 2024. Below is a chart with the number of students and teachers for each day for each school and departure time and back to school times.

II. COMPETITION INTENDED: It is the school's intent that this Request for Quote (RFQ) permits competition. It shall be the Bidder's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source, or otherwise restrict competition. All comments, questions, or requests for clarification, including any notification regarding restrictions to competition, must be received by the Purchasing Agent not later than seven (7) days prior to the date set for bids to close. Bidders may not rely on any oral explanations, clarifications, or changes to the solicitation. All explanations, clarifications, or changes will be issued in written form as detailed below. The School Board will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the quote submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda before the date established for bid opening. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the quotes.

III. TERM OF CONTRACT/DELIVERY REQUIREMENTS: Term of Contract will be a Purchase Order, which is a School Board Contract.

IV. SCOPE OF WORK/SPECIFICATIONS: Broadus Wood, Greer, Stoney Point, Brownsville, Red Hill, Mountain View, Woodbrook, Scottsville, Murray, Hollymead, Crozet, Ivy and Stone Robinson.

	Tour Time	School	# of students	# of adults/group
April 24	10-12:30	BBES	116	6
March 27	10-12:30	RHES	23	1
March 27	10-12:30	BES	115	5
April 10	10-12:30	HES	60	3
April 25	10-12:30	CES	103	5
April 30	10-12:30	AHES	58	3
April 15	10-12:30	WES	87	5
May 2	10-12:30	IES	54	3
April 17	10-12:30	SRES	73	4
April 24	10-12:30	MES	40	6
April 26	10-12:30	SPES	29	6
	10-12:30	MVES	102	5
May 6	10-12:30	BWES	52	3
April 26	10-12:30	GES	68	3
March 25	10-12:30	SES	37	6

V. QUOTE SUBMISSION INSTRUCTIONS:

A. Quotations should be submitted electronically by the stated due date and time, or as modified by addendum hereto, through the Albemarle County Procurement Intake Form on the Albemarle County Office of Procurement Solicitations Page: https://www.albemarle.org/government/finance/procurement/solicitations. Alternatively, a secure lockbox is available, at the exterior Visitors Entrance of the Issuing Agency, labeled V*endor/Contractor Bids or Proposals Only*. Quotes may be placed in this box, prior to the established due date and time for each solicitation, or may be shipped//mailed, or hand delivered directly to the issuing agency shown above, by not later than the date and time established herein or as modified by an addendum hereto. *Regardless of the method of delivery, it shall be the Bidder's responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.*

B. Quotes must be provided by submission on the School Board forms and shall include acceptance of all School Board Terms and Conditions, expressly stated herein or incorporated by reference. Quote submission must include fully executed Attachments A through E along with narrative response to any technical factors listed in VI. B, below.

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

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

E. AUTHORITY TO TRANSACT BUSINESS: Pursuant to *Virginia Code* § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract. Attachment C applies, an executed copy of which shall be included with your quote submission.

VI. EVALUATION AND CONTRACT AWARD:

A. Timely received quotes will be evaluated in accordance with the criteria set forth below.

B. Basis for Contract Award: The Contract, if awarded, will be awarded to the lowest responsive and responsible offeror, provided the offered quote is reasonable and is in the best interest of the School Board to accept it and subject to the School Board's right to reject any and all offers and to waive an informality in the offer. Attachment A, Quotation Form may contain a multi-part Line Items and may be awarded to a single Offeror a lump-sum price or may be based on award at the line-item level to more than one Offeror, as determined to be in the School Board's best interest. In the event that the Total Evaluated Quotation from the lowest responsible bidder exceeds available funds, the School Board may negotiate the Total Evaluated Quotation amount with the apparent low Offeror to obtain a contract price within available funds, pursuant to §2.2-4318 of the Code of Virginia and Section 12(c) herein.]

Basis for Contract Award: The Contract, if awarded, will be awarded to the Offeror whose proposal is considered to provide the best value to the School Board, provided the offered quote is reasonable and is in the best interest of the School Board to accept it and subject to the School Board's right to reject any and all offers and to waive an informality in the offer. Evaluation will be based on price and price related factors, as well as technical criteria as follows:

Information will be evaluated and scored through the following methodology:

Price	70%
Technical Factors`	30%

C. THE CONTRACT: The successful Offeror(s) shall be issued a School Board Prepared Purchase Order (PO) or may be awarded a contract in such form, terms and conditions if found at Attachment H hereto. **A School Board PO must be accepted by the awardee or, when used in lieu of a PO, the School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County School Board Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County School Board reserves the right to make multiple awards to multiple contractors, including awards at line-item pricing levels, as determined to be to the best advantage to the County School Board.

VII. GENERAL TERMS AND CONDITIONS:

A. Refer to the General Terms and conditions located online at https://www.albemarle.org/government/finance-and-budget/procurement/general-terms-and-conditions.

VIII. SPECIFIC TERMS AND CONDITIONS:

A. AWARD TO MULTIPLE OFFERORS: The School Board of Albemarle County reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The School Board of Albemarle County reserves the right to conduct any tests it may deem advisable and to make all evaluations. The School Board of Albemarle County also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

B. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.

C. SCHOOL CONTRACTOR CERTIFICATION: Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees, or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

IX. METHOD OF PAYMENT: The School Board Shall Promptly pay for completed delivered goods or services by the required payment due date.

X. PRICING SCHEDULE: Offeror shall include pricing and delivery information on ATTACHMENT A, QUOTATION FORM.

XI. ATTACHMENTS:

ATTACHMENT A	Quotation Form
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Sample Contract Form-NO USED FOR THIS RFQ

ATTACHMENT A

QUOTATION FORM

RFQ#: 2024-RFQ-8031833
Title: Natural Bridge Field Trip

RFQ# 2024-RFQ-8031833 Natural Bridge Field Trip				
Qty	UOM	Description	Unit Price	Extended Price
1	EA	Total Package Price	$ _____	$ _____
			TOTAL (Basis of Award)	**$ _____**

Total Fixed Lump Sum for (Goods or Services) as per all terms, conditions, and specifications herein.	**$_____ (Basis of Award)**

A School Board PO must be accepted by the awardee or, when used in lieu of a PO, the School Board contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.

PRINTED NAME: _____

SIGNATURE: _____

BUSINESS NAME AND ADDRESS:

_____

DATE: _____

QUOTE VALID THROUGH: _____

ATTACHMENT B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

   Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

   _____ Years _____ Months

4. Vendor Information:

   FIN or FEI Number: _____ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company:		Contact:	
	Phone:		Email:	
	Dates of Service:		$ Value:	
B.	Company:		Contact:	
	Phone:		Email:	
	Dates of Service:		$ Value:	
C.	Company:		Contact:	
	Phone:		Email:	
	Dates of Service:		$ Value:	
D.	Company:		Contact:	
	Phone:		Email:	
	Dates of Service:		$ Value:	

I certify the accuracy of this information.

Signed: _____Title: _____ Date: _____

ATTACHMENT C

STATE CORPORATION COMMISSION & REGISTERED AGENT FORM

Virginia State Corporation Commission (SCC) registration information.

Code of Virginia § 13.1-757. A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

The Offeror:

☐	is a corporation or other business entity with the following Virginia SCC identification number: _____ **-OR-**
☐	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
☐	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to *Virginia Code* § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: 1. ☐ Maintaining, defending, or settling any proceeding; 2. ☐ Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. ☐ Maintaining accounts in financial institutions; 4. ☐ Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities; 5. ☐ Selling through independent contractors; 6. ☐ Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts; 7. ☐ Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. ☐ Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired; 9. ☐ Owning, protecting, and maintaining property; 10. ☐ Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. ☐ For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or 12. ☐Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or 13. ☐Transacting business in interstate commerce.**-OR**
☐	is an out-of-state business entity that is including with this bid **an opinion of legal counsel** which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: _____

Physical Address (no Post Office Boxes):

_____

_____

_____

I certify the accuracy of this information.

Signed: _____Title: _____ Date: _____

ATTACHMENT D

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

_____
Signature of Company Representative

_____
Name of Company

_____
Date

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT E

CERTIFICATION OF CRIMES AGAINST CHILDREN AND ACTS OF MORAL TURPITUDE

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor's employees and/or subcontractors to have direct contact with Albemarle County Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor's knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor's knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of "moral turpitude" are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

□ NO
□YES (please explain) _____

_____

_____

_____ _____
Contractor **Date**

By: _____

Title: _____

ATTACHMENT F

INSURANCE REQUIREMENTS

A. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror's performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:

a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor's employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the School Board of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.

b. Employer's Liability - $1,000,000 each accident/$1,000,000 each disease-policy limit/ $1,000,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.

c. Commercial General Liability - $1,000,000 per occurrence/$2,000,000 aggregate limit, and a per project aggregate limit of $2,000,000. CGL form CG 2010 11/85 edition or its equivalent is required to be endorsed to the commercial general liability policy. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The School Board of Albemarle and its officers, employees' agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non- contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of the School Board of Albemarle County is required on the commercial general liability policy.

d. Automobile Liability - $1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the School Board of Albemarle and its officers, employees, agents, and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the School Board of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.

e. Umbrella Liability Coverage- minimum coverage of $1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto, and employer's liability policies. The School Board of Albemarle and its officers, employees, agents, and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the School Board of Albemarle and its officers, employees, agents, and volunteers is also required on the umbrella policy.

f. Professional (E&O) Liability Insurance: N/A

g. Sex Abuse/Molestation N/A

h. Cyber Liability- N/A

i. Environmental/pollution- N/A

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the School Board.
2. shall be kept in force throughout performance of services.

3. shall be an occurrence-based policy; professional liability may be claims made basis.
4. shall include completed operations coverage.
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance.
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the School Board as an additional insured. The School Board shall be entitled to protection up to the full limits of the offerors' policy regardless of the minimum requirements specified in the Contract.

Proof of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the School Board certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the School Board; and (iii) the Offeror shall deliver to the School Board endorsements to the policies which require the School Board and its officials, officers, employees, agents, and volunteers be named as "additional insured". Policies which require this endorsement include Commercial General Liability, Automobile Liability and umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the School Board, and (iv) upon the request of the School Board, provide any other documentation satisfactory to the School Board in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The School Board shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the School Board for any liability to the School Board, as specified in any other provision of this contract, and the School Board shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver of Subrogation: The Offeror agrees to release and discharge the School Board of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall affect, or shall be deemed to affect, a waiver of the School Board's sovereign immunity under law.

Right to Revise or Reject: The School Board reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages, and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the School Board reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer's liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the School Board and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the School Board of Albemarle as an additional insured. The School Board of Albemarle shall be entitled to protection up to the full limits of the Offeror's policyregardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $1,000,000 per claim/$2,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the School Board. Upon execution of this Agreement, Offeror shall provide the School Board with a certificate of insurance, or other written documentation satisfactory to the School Board in its sole discretion, issued by Offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the School Board. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the School Board to terminate this Agreement without notice to Offeror and without penalty to the School Board.

Understanding the Acord Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/01/2015

7. DATE CERTIFICATE ISSUED
Must be current

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

1. PRODUCER
Insurance Agent/Broker who issues certificate.

PRODUCER
John Doe Insurance Broker
Ph. (123)456-7891
P.O. Box 123456
Charlottesville, VA 22903

CONTACT NAME: John Doe, Agent
PHONE (A/C, No, Ext): (123)456-7891
FAX (A/C, No): (123)456-7890
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company 1	123456
INSURER B : Insurance Company 2	789101
INSURER C : Insurance Company 3	ABCXYZ
INSURER D : Insurance Company 4	11223344
INSURER E :	
INSURER F :	

2.NAMED INSURED
Must be the legal name of the contracting party.

INSURED
ACME VENDOR
P.O.Box 456789
Charlottesville, VA 22911

8.POLICY EFFECTIVE DATE
Must be prior to or coincidental with effective date of contract or event.

9. POLICY EXPIRATION DATE
If occurrence form, date must be on or after termination of contract or event.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

3. TYPES OF INSURANCE
Must inc lude the types of insurance required by the contract.

10. LIMITS OF INSURANCE
Must be the same or greater than required by the contract.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	123456	01/01/2014	01/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	Y		789101	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED X RETENTION $ 10,000	Y		1122334455	01/01/2014	01/01/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	AABBCC112233	01/01/2014	01/01/2015	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
D	Professional Liability			XXYYZZ1098	01/01/2014	01/01/2015	$1,000,000 (Claim) $2,000,000 (Agg) $50,000 SIR	

4. POLICY FORM
"Claims Made" or "Occurrence" form.

5. ADDITIONAL INSURED
Albemarle County must be named and endorsed as an additionl insured.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The County of Albemarle, Virginia [and/or the County School Board of Albemarle County, Virginia], its officers, agents, and employees are named as additional insureds on all listed insurance coverage, except for workers' compensation and professional liability, and are so endorsed to the policy.

11. DESCRIPTION OF OPERATIONS
Albemarle County is named as insured additional here; place and event sometimes described here.

CERTIFICATE HOLDER

6. CERTIFICATE HOLDER
must be Albemarle County

Albemarle County
401 McIntire Road
Charlottesville, VA 22902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
John Doe

12. AUTHORIZEDRE PRESENTATIVE
Must be signed, not stamped.

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ATTACHMENT G

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

RFP#: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

SECTION/TITLE	PAGE NUMBER (S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE