

**Board of Supervisors**

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**February 22, 2019**

**REQUEST FOR QUOTES  
RFQ #19-7112-Q031**

Request for Quotations to Provide Mobile Concession Services and Food Items for the Stafford County Department of Parks, Recreation and Community Facilities will be accepted until

**3:00 P.M., Friday, March 01, 2019**

**All quotes should be emailed to: [nsullivan@staffordcountyva.gov](mailto:nsullivan@staffordcountyva.gov)**

Please be observant of all instructions and specifications. Should any questions arise concerning this Request for Quotes, contact the Procurement Office at (540) 658-4872.

Stafford County reserves the right to accept or reject, in whole or part, any and all responses and to waive informalities.



**PROVIDE MOBILE CONCESSION SERVICES AND FOOD ITEMS FOR  
THE STAFFORD COUNTY DEPARTMENT OF PARKS, RECREATION AND COMMUNITY FACILITIES  
RFQ #19-7112-Q031**

**SPECIFICATIONS FOR MOBILE CONCESSIONS**

**I. SCOPE OF SERVICES**

- A. The Stafford County Department of Parks, Recreation and Community Facilities (Department) is seeking responses for providing mobile concession services and food items to be sold at various activities and park sites. Suggested food/beverage items include: hot dogs; nachos; various candy, chips, etc.; bottled sodas, water, sports drinks; coffee; and ice cream. Alcohol is prohibited. Equipment will not be provided; minimal electricity will be available.
- B. Contractor's response shall be in the form of a percentage of gross receipts collected for concessions sold at Department functions. "Gross receipts" means monies collected before sales taxes are added. Contractor may respond to serving one or multiple sites.
- C. Contractor shall:
1. Fully operate and provide concession services and food items for sale during various activities at various park sites
  2. Provide and pay personnel necessary for concession operations
  3. Provide and pay for all food items to be sold
  4. Display current health inspection permit
  5. Submit a **copy of current health inspection permit/sticker with quote**
  6. Submit a list of food items (menu) to be sold with quote
  7. Obtain permit from the Stafford Fire Marshall if using propane tank, etc., to cook/heat food
  8. Comply with all requirements of the Rappahannock Area Health District pertaining to mobile food units
  9. Provide the Department with a monthly schedule



**II. CONCESSION LOCATIONS/CONCESSION OPERATIONAL HOURS**

- A. Historic Port of Falmouth  
401 River Road  
Fredericksburg, VA 22405  
10 AM-8 PM  
Sat/Sun/Holidays: Memorial Day Weekend thru Labor Day Weekend
  
- B. John Lee Pratt Memorial Park  
120 River Road  
Falmouth, VA 22405  
Sat 9 AM-5 PM  
Mid-March thru mid-June and mid-September thru mid-November
  
- C. Patowomeck Park  
25 Chopawamsic Parkway  
Stafford, VA 22554  
Sat/Sun 8 AM-4 PM; Mon-Fri 5-10 PM  
Mid-March thru mid-June and mid-September thru mid-November
  
- D. Smith Lake Park  
370 Doc Stone Road  
Stafford, VA 22556  
Sat/Sun 8 AM-4 PM; Mon-Fri 5-10 PM  
Mid-March thru mid-June and mid-September thru mid-November
  
- E. St. Claire Brooks Park  
80 Butler Road  
Falmouth, VA 22405  
Sat/Sun 8 AM-4 PM; Mon-Fri 5-10 PM  
Mid-March thru mid-June and mid-September thru mid-November
  
- F. Willowmere Park-Soccer Side Only  
21 Willowmere Pond Road  
Stafford, VA 22556  
Sat/Sun 8 AM-4 PM; Mon-Fri 5-10 PM  
Mid-March thru mid-June and mid-September thru mid-November
  
- G. Woodlands Pool  
2 Northampton Blvd.  
Stafford, VA 22554  
Sat/Sun Memorial Day thru last day of Stafford County Public School  
Mon thru Sun from end of school thru Labor Day, Noon-6 PM



**III. SPECIAL EVENTS**

- A. Concessions may also be needed for special events, including:
  - 1. Memorial Day Events
  - 2. Cardboard Boat Race
  - 3. Labor Day Events
  
- B. The County reserves the right for the Stafford Baseball League and Stafford Soccer to operate concessions for their tournaments.

**IV. PREVIOUS GROSS SALES**

Gross sales for mobile concessions for the past two fiscal years are:

	Willowmere Park (Soccer side)	Woodlands Pool	Pratt Park
FY2017	\$331.55	\$135.59	no vendor
FY2018	no vendor	\$725.75	\$700.00

**V. CONTRACT TERM**

Term of contract shall be March 1, 2019, through November 30, 2019, with an option to renew for four additional nine-month periods. Blackout dates will be determined during the operational season.

**VI. PAYMENTS**

- A. Contractor shall submit monthly payments and documentation of gross sales/receipts to the Department of Parks, Recreation, and Community Facilities.
  
- B. Payments are due the fifth day of each month during the operational season.

**VII. CONTACT FOR TECHNICAL QUESTIONS**

All questions concerning the services provided and work to be performed shall be addressed to:

Neil Sullivan  
Stafford County Department of Parks, Recreation, and Community Facilities  
PO Box 339  
Stafford, VA 22555-0339  
Office: 540-658-5103  
[nsullivan@staffordcountyva.gov](mailto:nsullivan@staffordcountyva.gov)



PROVIDE MOBILE CONCESSION SERVICES AND FOOD ITEMS FOR  
THE STAFFORD COUNTY DEPARTMENT OF PARKS, RECREATION AND COMMUNITY FACILITIES

QUOTATION SHEET  
RFQ #

Percentage of Gross Receipts  
to be paid to County

Provide mobile concession services and food items  
for various activities at various park sites. **Contractor may  
choose one or multiple sites/locations.**

\_\_\_\_\_ %

Locations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_ FAX \_\_\_\_\_

E-mail \_\_\_\_\_

Name & Title of Person Submitting Quote \_\_\_\_\_  
\_\_\_\_\_

Signature/Date \_\_\_\_\_

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



**SAMPLE CONTRACT**  
**STAFFORD COUNTY**  
**STANDARD CONTRACT FOR GOODS AND SERVICES**  
**CONTRACT # XX-XXX-XXX**

This Stafford County Standard Contract for Goods and Services (“Standard Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for goods and services identified herein, on the following terms and conditions. This Standard Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

**1. Definitions.**

As used in this Standard Contract, the term “County” shall mean the Board of Supervisors of Stafford County, Virginia, its officers and employees. As used in this Standard Contract, the term “Contractor” shall mean:

CONTRACTOR NAME  
ATTENTION: NAME  
ADDRESS  
CITY, STATE  
PHONE FAX  
EMAIL

**2. Contract Documents.**

The Contract Documents consist of this Standard Contract, together with exhibits and amendments issued or applicable thereto (collectively, “Contract Documents” or “Contract”). The following exhibit(s) shall be part of the Contract Documents:

- a. Exhibit A:
- b. Exhibit B:

Where the terms of this Standard Contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Standard Contract shall take precedence over any other Contract Document. The Contract is not valid unless executed by a duly-authorized agent of the Contractor and the County.

**3. Provision of Goods and Services.**

The Contractor shall provide \_\_\_\_\_ (“Goods”) and \_\_\_\_\_ (“Services”) as described in Exhibit A in accordance with the terms and conditions of the Contract Documents. No aspect of the Goods and Services shall be deemed complete until it is accepted by the using County department (“Department”). For the purposes of the Contract the using Department shall be \_\_\_\_\_.

**4. Contract Term.**

The period of the Contract shall be for \_\_\_\_\_ year(s), from the date the Contract is executed and accepted by the County. The Contract may be renewed for \_\_\_\_\_ additional \_\_\_\_\_-year periods, as mutually agreed upon.

**5. Revenue Sharing.**

The County and Contractor agree to a revenue sharing arrangement, in which the Contractor shall pay the County \_\_\_\_\_ percent (\_\_\_\_%) of the net sales received for Goods sold and Services rendered, as described and required in the Contract Documents. For purposes of this Contract, net revenue shall be defined and calculated as gross sales, less sales taxes paid.

**6. Payment and Revenue Report.**

Payment shall be made to the County by the last business day of each month for the remainder of the Contract term. The Contractor shall also furnish the County Procurement Administrator or designee (“Procurement Administrator”) and the Department a report of gross and net sales by the last business day of each month, including sales receipts and other financial information as required by the Procurement Administrator. If any payment provided to the County is inaccurate



or incomplete, the Contract shall be found in default of the Contract and the County may exercise any and all legal remedies to obtain funds due under the Contract.

## 7. Delivery and Inspection

Any Goods required to be delivered under the Contract shall be shipped F.O.B Destination to the using Department at the time and place specified in the Contract Documents. Upon delivery:

(a) All items received shall be subject to inspection and test by the County, to the extent practicable at all times and places including the place of manufacture, and in any event prior to acceptance.

(b) In case any items are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the County shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction.

(c) Items which have been rejected or required to be corrected shall be removed or, if permitted or required by the Procurement Administrator, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.

(d) If the Contractor fails promptly to remove such items which are required to be removed or promptly to replace or correct such items, the County may either:

(i) by Contract Amendment or otherwise, replace or correct such items and Contractor shall reimburse the County, within a reasonable time specified by the Procurement Administrator, for any expense incurred in excess of the Contract prices; or

(ii) terminate the Contract for default as provided in Paragraph 11 of this Standard Contract.

(e) Unless the Contractor corrects or replaces such items within the delivery schedule, the Procurement Administrator may require the delivery of such items at a reduction in price, which is equitable under the circumstances.

Acceptance or rejection of the Goods shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject Goods shall neither relieve the Contractor from responsibility for such Goods as are not in accordance with the Contract requirements nor impose liability on the County. The inspection and test by the County of the Goods does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements which may be discovered prior to acceptance.

## 8. Assignability of Contract.

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Procurement Administrator. In no case shall such assignment of the Contract relieve the Contractor from its obligations or change the terms of the Contract.

## 9. Non-Appropriation of Funds.

Any obligation of the County to pay compensation due to the Contractor pursuant to the Contract are subject to appropriations by the Stafford County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such appropriation is not made for any fiscal year, the Contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the Contract beyond the amount appropriated for payment obligations under the Contract. The County will provide Contractor with written notice of non-appropriation of funds 30 days after action is completed by the Board of Supervisor, but failure to give such notice shall be of no effect and the County shall not be obligated under the Contract beyond the date of termination specified in the County's written notice.

## 10. Termination for Convenience.



- (a) The parties agree that the County may terminate the Contract, the Services or any portion thereof, or delivery of Goods required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.
- (b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.
- (c) Upon receipt of such Notice, the Contractor shall:
  - (i) cease any further deliveries of Goods or Services due under the Contract, on the date, and to the extent, which may be specified in the Notice;
  - (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of the Contract not subject to the Notice;
  - (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
  - (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the County Procurement Administrator; and
  - (v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.
- (d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Procurement Administrator.
- (e) The Procurement Administrator shall determine what amounts may be due to the Contractor under the Contract, if any. In the event that the Contractor is not satisfied with any payments which the Procurement Administrator shall determine to be due under this clause, the Contractor may dispute any claim in accordance with Paragraph 27 of this Standard Contract concerning Disputes.
- (f) When termination for the convenience of the County is a provision of the Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever for loss or damage sustained by a subcontractor as a consequence of termination for convenience.

## **11. Termination for Default.**

If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the Contract, the County shall have the right to terminate the Contract. Any such termination shall be effected by mailing or delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the County from the Contractor is determined.

## **12. Payment to Subcontractors.**

The Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- (a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the Contract; or
- (b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.





The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld as allowed in subparagraph (b), above. Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this paragraph may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

All Contractors, if a proprietorships, partnerships, and/or corporations, shall provide the County with its federal employer identification number, or if an individual contractor, their social security number.

### **13. Examination of Records.**

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy pertinent books, documents, papers, and records of the Contractor involving transactions related to the Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of the Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy pertinent books, documents, papers and records of such sub-contractor involved in transactions related to such subcontract, or the Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of the Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

### **14. Authorization to Conduct Business in the Commonwealth.**

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 to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any business entity described above that enters into a contract with Stafford County shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. Stafford County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this paragraph.

### **15. Employment Discrimination Prohibited.**

During the performance of the Contract, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.

### **16. Employment of Unauthorized Aliens Prohibited.**

In accordance with Virginia Code § 2.2-4311.1, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the Federal Immigration Reform and Control Act of 1986.

### **17. Drug-Free Workplace.**



During the performance of the Contract, the Contractor agrees to provide a drug-free workplace for the Contractor's employees in accordance with the requirements of Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.

### **18. Nondiscrimination Clause.**

In accordance with Virginia Code § 2.2-4343.1, as amended, the County does not discriminate against faith-based organizations. The County does not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law.

### **19. Contractor Status.**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants, partners, or agents of the County except for such purposes as may be specifically enumerated herein, nor shall anything contained in the Contract be construed to create any partnership or joint venture between the parties. The Contractor is solely responsible for the employment, selection, management, and supervision of its own participants and for ensuring that its participants abide by all applicable rules for security, safety and general conduct. The Contractor shall maintain exclusive control over its operations. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

### **20. General Warranty.**

The Contractor agrees to:

- (a) Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- (b) Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- (c) Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- (d) Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- (e) Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

### **21. Service Warranty.**

The Contractor agrees to:

- (a) Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- (b) Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- (c) All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
- (d) Allow services to be inspected or reviewed by Department staff at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- (e) Stipulate that the presence of a Department staff shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. Department staff are not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the Contract Documents. Any omission or failure on the part of the Department staff to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Procurement Administrator.

### **22. Insurance.**



(a) In addition to any other forms of insurance for bonds required in the Contract Documents, the Contractor shall provide and maintain the following insurance.

(i) **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance in accordance with statutory requirements, and Employer's Liability insurance in limits of not less than \$500,000 (each employee) or a maximum limit of \$1,000,000, to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

(ii) **Automobile Liability:** A minimum of \$2,000,000 combined single limit for each occurrence for property damage liability and bodily injury liability including death in Automobile Liability coverage. The policy shall cover all persons involved, at any time, and arising out of the ownership, maintenance, or use of owned, non-owned, borrowed, leased, rented, or hired automobiles. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under a standard Automobile Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.

(iii) **Comprehensive General Liability:** Comprehensive General Liability insurance at a minimum \$1,000,000 per occurrence, written on an occurrence basis, including ongoing and completed operations; contractual liability; and \$2,000,000 general aggregate. In addition, Comprehensive General Liability policy shall include a per project aggregate endorsement. Completed project aggregate endorsement shall continue in force for three years following completion of the Contract.

(b) Contractor providing professional services and/or Information Technology (IT) shall also provide and maintain the following insurance:

(i) **Professional Liability:** Professional Liability, Errors and Omissions insurance coverage with a minimum per occurrence/aggregate limit of \$1,000,000. Professional services shall include, but not be limited to: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Insurance/Risk Management, Landscape/Architecture, Legal, Professional Engineers, Professional Surveying, and Information Technology (IT) Solutions and Services. Medical services provided by licensed professionals shall provide liability insurance at levels set by the Virginia Code.

(ii) **Cyber Liability:** In addition to Professional Liability, Errors and Omissions insurance coverage listed in subsection (iv) immediately above, any Contractor providing cloud-based IT services and solutions contracts must also provide coverage for Cyber Liability Coverage to assist in data loss or security breach in the amount of \$3,000,000 per occurrence.

(c) Additional insurance provisions that apply to all Contracts include:

(i) **Additional Insured:** The Stafford County Board of Supervisors, its officers, employees, agents, and volunteers shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above, and it shall be stated on the Insurance Certificate that this coverage "is primary and non-contributory to all other coverage the County may possess."

(ii) **Liability Insurance "Claims Made" basis:** If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub contractor's work under the Contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of the Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

(iii) **Excess or Umbrella Liability Policy:** Liability insurance may be arranged by Comprehensive General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

(d) All Contractors shall provide thirty days (30) notice of cancellation of any insurance policy. Each of the policies shall include a waiver of subrogation against Stafford County, its officers, employees, agents and volunteers.

(e) The insurance specified herein shall be with an insurance company acceptable to the parties hereto and licensed to do business in the Commonwealth of Virginia. All insurance must be obtained before any work is commenced and kept in



effect until its completion. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the subcontractor to cover their operation.

(f) Current insurance certificates documenting compliance with these coverage requirements shall be provided to the Procurement Administrator prior to the award of any Contract.

### **23. Background Checks**

(a) Contractor is required to conduct National Criminal Background Checks for all current and future employees or/ volunteers who will interact with or directly supervise minors, the mentally or physically disabled, elderly, other persons unable to care for themselves, and other participants of Department programs and events. A National Criminal Background Check is defined as one that searches at minimum, all 50 states official repositories for state police reports or a FBI national background check.

(b) Contractor shall submit a notarized letter to the County Purchasing Office attesting that the criminal records checks have been completed and that there were no incidents, arrests or convictions of criminal offenses including, but not limited to, murder, abduction, sexual assault, failing to secure medical attention for an injured child, crimes against nature involving children, taking indecent liberties with children, neglect of children, obscenity involving children, illegal sale, distribution or possession of a controlled substance, as defined by federal and Virginia law.

(c) The notarized letter and any supporting information documenting compliance with these requirements shall be provided to the Procurement Administrator prior to the award of any Contract.

(d) Failure to comply with this requirement will be grounds for termination of the Contract.

### **24. Operations on School Property**

In accordance with Virginia Code § 22.1-296.1 (c), if the Contractor conducts Services or other activities that require interaction with students on school property during either regular school hours or school sponsored activities, the Contractor must provide certification that all persons who will provide such Services have not been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child. In addition to documentation required by Paragraph 23, immediately above, the certification documenting compliance with this requirement shall be provided to the Procurement Administrator prior to the award of any Contract.

### **25. Reporting Requirements.**

Contractor shall promptly report to the Department any known violations of the Virginia Code, Stafford County Code, or the County's Anti-Harassment and Discrimination Policy, which shall include, but not limited to, sexual harassment, sexual assault, sexual exploitation, intimate violence and stalking, that involve a participant, vendor, Department staff, or other contractor and volunteer that is in connection with a Department sponsored activity or event. For purposes of this section, a "known violation" shall mean a violation or an allegation of a violation of that the Contractor is aware of or as reasonable cause to believe is taking place or may have taken place.

### **26. Indemnification**

(a) General Indemnification. Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees, and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Paragraph 26, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.

(b) Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.



(d) No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

**27. Disputes.**

Any dispute concerning a question of fact as a result of the Contract shall be decided by the County Administrator, or designee, who shall render his/her decision in writing and mail or otherwise forward a copy to the Contractor within 90 days of the receipt of the claim. The decision of the County Administrator, or designee, shall be final and conclusive unless the Contractor appeals the decision as provided in the Code of Virginia (1950, as amended). The Contractor may not institute a legal action, prior to receipt of the County Administrator's, or his/her designee, decision on the claim, unless the County Administrator, or designee, fails to render such a decision within the time specified.

The Contractor's contractual claims, whether for money or other relief, shall be submitted in writing to the County Administrator, or designee, no later than 60 days after the final payment; however, written notice of the Contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which claim is based. Nothing herein shall preclude the Contractor from submission of an invoice for final payment within a certain amount of time after completion and acceptance of the Goods and Services. Pendency of claims shall not delay payment of amounts agreed due in the invoice for final payment.

**28. Governing Law, Venue, Jurisdiction.**

The Contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with the Contract or its performance must be brought in the applicable court of Stafford County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

**29. Entire Agreement.**

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents. Neither this Standard Contract nor any of the other Contract Documents may be amended unless in writing, signed by the parties hereto, and approved as to form by the County Attorney.

**30. Notices.**

Contract administration of the Contract will be performed by the Procurement Administrator. Any questions pertaining to the Contract shall be directed to the Stafford County Purchasing Office. Unless otherwise provided herein, all notices and other communications required by the Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact information for the Contractor:

CONTRACTOR NAME  
ATTENTION: NAME  
ADDRESS  
CITY, STATE  
PHONE FAX  
EMAIL

Contact information for the County:

Stafford County Central Purchasing Office



1300 Courthouse Road  
P.O. Box 339  
Stafford, Virginia 22555-0339  
Phone: 540-658-8614/Fax: 540-658-5370  
Email: [procurement@staffordcountyva.gov](mailto:procurement@staffordcountyva.gov)

**31. Counterparts.**

This Standard Contract may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart

**CONTRACTOR**

**STAFFORD COUNTY BOARD OF SUPERVISORS**

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

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

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

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

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

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

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

Department: \_\_\_\_\_

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

