

Contract #UCPUMW 22-1390
Contract Title Local Lodging Services

This contract, effective upon full execution of this document by both parties, by The Country Inn & Suites by Radisson, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the, "University" or "UMW".

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

PERIOD OF CONTRACT: January 1, 2023 through December 31, 2023, with nine (9) one year annual renewal options.

CONTRACT DOCUMENTS: The contract documents shall consist of in order of precedence:

1. This signed Contract;
2. The Contractor's proposal dated July 7, 2022 including all attachments;
3. Any addenda and the original solicitation, RFP # UCPUMW 22-1390, dated June 10, 2022 to include:
 - a. The Statement of Needs
 - b. The General Terms and Conditions
 - c. The Special Terms and Conditions;

All of which are incorporated herein by reference and constitute the "contract documents." Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.

PRICING: All UMW related reservations to include UMW direct billed, friends and family, theatre performers, and other visitors to the University shall be billed at the General Services Administration ("GSA") prevailing per diem rate effective at the time of the reservation.

SCOPE OF SERVICES: The Contractor agrees to provide the following lodging services:

- A. **Location:** The selected Contractors shall be within eight (8) miles driving distance of the University's Fredericksburg, VA campus located at 1301 College Avenue, Fredericksburg, VA 22401.
- B. **Quality Rating:** The lodging facility proposed shall have a minimum three (3) Diamonds rating from the American Automobile Association ("AAA") and a Smith Travel Research ("STR") rating of Upper Midscale or higher or other comparable rating system.
- C. **Guest Rooms:** The lodging facility shall:
 - a. have no less than a total of ninety (90) guest rooms,
 - b. have direct room access from within the building, not from outside,
 - c. have both standard double (2 beds per room) and single occupancy rooms, and may have the ability to add a cot,
 - d. have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window,

- e. have rooms available that are “handicap accessible” or are ADA compliant. This would include items such as a raised toilet seat, grab bars, wider doorways, etc.,
 - f. be provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests,
 - g. be non-smoking only. The contractor shall notify the University’s Contract Administrator of any non-compliance; however the University will not be responsible for any penalties or associated charges. The Contractor should provide a “designated smoking area” with proper signage.
- D. **Nightly Rates/Room:** Contract rates per room shall be established, and are made available by the Contractor until the last room is sold.
- a. Contract rates per room night shall be based on the percent discount off the Best Available Rate (“BAR”) at the time of the reservation for each of the following categories:
 - I. **Direct Billed to the University:** Lodging rates billed and paid directly by the University shall not exceed the Commonwealth of Virginia (“Commonwealth”) per diem rate, for the Fredericksburg, VA area (“[Per Diem Rate](#)”), plus applicable tax.
 - II. **Friends & Family:** Payment will be the responsibility of the individual making the reservation. The Friend & Family rate shall not exceed the GSA Government per diem rate for the Fredericksburg, VA area, plus applicable tax.
 - III. **Guest Performers:** This category includes, but is not limited to, individuals performing in theatrical or musical events, for which the performers themselves are responsible for payment of their expenses. The Guest Performers rate shall not exceed the GSA Government per diem rate for the Fredericksburg, VA area, plus applicable tax.
 - IV. **Visiting Athletic Teams (Regular Season and Tournament Competitions):** Payment will be by the visiting team’s school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area.
 - V. **Visiting Athletic Teams (Tournaments):** Tournaments will consist of multiple teams. Payment will be by the visiting team’s school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area. Special room night rates may be negotiated due to the number of rooms required for tournaments.
 - VI. **Special events:** This category includes, but is not limited to, the events identified in Section VII, O of this solicitation, and may involve booking a block or blocks of rooms. The Guest Performers rate shall not exceed the GSA Government per diem rate for the Fredericksburg, VA area, plus applicable tax.
 - VII. **State and Local Government Visitors:** Includes employees of state and local governments visiting UMW for business purposes for which the room rate shall not exceed the GSA Government per diem rate for the Fredericksburg, VA area.
 - b. At the time of booking, the Contractor guarantees that the University contract room night rate, established through this RFP and included within the resultant contract, is the highest discount offered and equates to the lowest room rate available. If the Contractor is offering a room at a lower rate, the Contractor will complete the reservation at the lower rate. The contractor will extend all University provisions of services, as detailed in this Agreement, regardless if the reservation was booked using the University rates or non-University rates.
 - c. A process by which the University, Contractor, and guests shall follow, to ensure the correct applicable contract rate is applied at the time of a reservation, will be established.
- E. **Parking:** Parking facilities shall be available with adequate lighting or the Contractor should offer valet parking at the expense of the individual.

F. Security, Emergencies & Incidences:

1. If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the University or the occupant. If a situation occurs where a 'lockdown' takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests.
2. The hotel shall have on site at all times a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays.
3. The Contractor must meet all requirements of the Federal Emergency Management Act (FEMA), under the Hotel and Motel Fire and Safety Act of 1990, for which confirmation of such shall be provided within the proposal.
4. The University's designated Contract Administrator shall be notified of any incident occurring at the facility while UMW guests are in residence regardless of whether it involves them. However, only the individual guests will be responsible for any penalties or consequence of incidents or actions while on hotel premises.

G. Facility:

1. Facilities, furnishing and equipment shall be clean, pest free and in good repair.
2. The facility shall be compliant with National Food Service codes and standards, and appropriate personnel have been trained and certified in ServSafe procedures. Copies of certificates may be requested.

H. Reservations

1. Reservations Direct Billed to the University

- a) For reservations direct billed to the University, no additional amenities or expenses charged to the room will be the responsibility of UMW, and will be charged directly to the guests. Any and all fees incurred by UMW guests such as laundry, dry-cleaning, food, alcohol, movie rentals, telephone call charges, extra occupants, etc., shall be collected from the UMW guests who incurred the charges at the time of check-out. Exceptions shall be addressed when the reservation is made.
- b) The Contractor shall guarantee the University requested rooms per night, with seven (7) nights a week arrival potential. The University will contact the hotel a minimum of twenty-four (24) hours in advance of any routine lodging need.
- c) All reservations made by the University, for which confirmation is received, shall be guaranteed, and cannot be canceled by the Contractor for any reason.
- d) Should the Contractor be unable to honor a confirmed reservation due to overbooking, it is the responsibility of the Contractor to first contact the other UMW Contractors for accommodations, at no additional cost to the University. If none of the other contracted hotels are able to accommodate, the Contractor shall find another comparable commercial hotel, preferably within the same proximity to the University as the Contractor's, and no further than an eight mile drive from the Fredericksburg campus. The standards set forth in the contract shall be met, at the contracted rates, and at no additional cost to the University. Alternative accommodations must be completed within one (1) hour of cancellation. The UMW representative who made the reservation must be contacted immediately once the overbooking is identified. Confirmed reservations, cancelled by the Contractor, shall be included within the required monthly report. Failing to honor a confirmed reservation more than three times within a contract period may be grounds for termination of the contract.
- e) The Contractor shall utilize the reservation list (order), as provided by the University, to reserve rooms and confirm room blocks within four (4) hours of receipt of order.

Confirmation shall be sent to the University's authorized point of contact provided, preferably by e-mail, or alternately by fax.

- f) The Contractor shall maintain the University's reservation list reflecting dates, length of stay, and collect occupant's signature during check-in or check-out. This will be returned to the University electronically for certification/verification of performance, on a monthly basis. The University shall only pay for rooms used for reservations originating with authorized University point of contact. UMW will not be financially responsible for costs associated with late check-out or no-show.
 - g) The Contractor shall waive reservation cancellation fees.
 - h) The University reserves the right to request lodging from the Contractor with 2-hour notice upon occurrence of a documented emergency, which may result from the weather, an issue with a facility on campus, etc.
 - i) the Contractor shall not bill the University at a room rate that exceeds the prescribed Government per diem rate effective at the time of the reservation. [Per Diem Rate](#).
2. *Individual Reservations – UMW "Friends & Family", Visiting Sports Teams, Performers, State & Local*
- a) If the Contractor cannot accommodate a confirmed reservation request (due to overbooking), it shall be responsible for contacting the other Contractors first to find alternative lodging at no additional cost to the guest. If the Contractors are unable to accommodate, the Contractor shall find another comparable commercial hotel, within an eight (8) mile drive to the University, which meets the standards set forth in the contract and at the contracted rates with no additional expense to the individual or the visiting sports team. Alternative accommodations must be completed within one hour of cancellation.
3. *Blocks of rooms:* Upon the request by a University representative, the Contractor will provide a block(s) of rooms for UMW sponsored events, for which the formal reservations shall be made and paid by the individuals attending or directly paid by the University, dependent on the event. Rooms within a block shall be available for the duration of the date range provided by UMW. Unreserved rooms shall be released from the block seven (7) days prior to the check-in date. Deposit and payment are subject to an individual agreement on a case by case basis. Blocks of rooms may be reserved
4. *Blackout Dates:* Blackout dates shall be provided by the Contractor, and updated for changes as necessary. Current blackout dates are Columbus Day weekend and the weekend of the Marine Corps Half Marathon event, normally held during the month of May.
- I. **Contractor Point of Contact:** The Contractor's point of contact is the Director of Sales who may be reached by phone at 540-898-1800.
- J. **Student Placement:** Contractors shall offer UMW a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth [Per Diem Rate](#) for lodging, plus tax.
- K. **Check In/Check Out (University Direct Billed Reservations):** The following procedures shall be followed by the Contractor when reservations are directly made and paid by the University.
- 1. At the time of the check-in, the Contractor shall compare the University discounted room rate to the best available rate being offered. If the best available rate is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. This shall be the UMW Guaranteed Lowest Rate. The room rate may not exceed the Government per diem rate in effect at the time of the reservation.
 - 2. The Contractor shall retain a credit card or contact information from the UMW guest for all extra services (phone charges, additional room occupants, room service etc.) not specified or not normally included in the room rate. These expenses shall be paid for by the

individual(s) requesting and receiving the extra service. The University shall not incur liability in this instance and it is the Contractor's responsibility to collect these charges from the individual(s).

3. The Contractor shall provide a check in/out service on a 24-hour basis, 7 days a week. The lodging facility agrees to inform all UMW guests who are assigned accommodations and who incur another day's lodging charge because of failure to meet the required check out time that they do so at their own expense. The University shall not incur liability in this instance.

L. Hotel Services:

1. University guests shall be afforded the same customer considerations, courtesy and respect as all other facility guests.
2. Contractor shall offer complimentary breakfast.
3. Contractor shall offer free wireless or wired internet connection within the room.
4. Contractor shall offer laundry services to guests; however, all guests will be responsible for payment for this service at check-out (billed to room). UMW will not be responsible for payment of charges associated with laundry services.
5. Contractor shall offer some type of meeting space or conference area.
6. Contractor may offer a complimentary shuttle service to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. Shuttle service shall also be provided for access to the Fredericksburg campus. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request.

M. Contractor Provided Reporting:

1. Monthly reports showing
 - a) Number of nights booked and spend
 - b) Conference and catering spend
 - c) Number of confirmed reservations that were not accommodated
 - d) Cancellation and attrition fees
 - e) As required, Contractor's corrective actions for complaints filed with the University.
2. Other reports as requested by the University

- O. University Special Events:** Throughout the year, the University sponsors various educational, cultural, and social events that benefit the University community, and which also provide outreach opportunities and economic benefits to the local communities and businesses. Provided below is a list consisting of, but not limited to, University sponsored events and activities for which lodging accommodations will be required on an annual basis. This list is subject to change.

University Events & Activities

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| ❖ Board of Visitors Meetings* – mid-month in September, November, February, and April (Approximately 100 to 120 nights/year) | ❖ Beginning Year Move-In – Mid-August (Approximately 80 nights total) |
| ❖ Great Lives Annual Speaker Series* - mid-January through mid-April (Approximately 25 nights per year) | ❖ Commencement Weekend – Annual, 2 nd weekend in May (Lodging for families, friends of graduates, and Board of Visitors) |
| ❖ Theatre, 60 performances per year. (Approximately 30 to 40 room nights per | ❖ Summer Orientation Preview - Annual (Lodging required for guests of 950 Students for two nights) |
| | ❖ Homecoming Weekend– Mid-October |

1301 College Avenue
Fredericksburg, VA 22401-5300
adminfinance.umw.edu/procurement

Tel: (540) 654-1127
Fax: (540) 654-1168
procure@umw.edu

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| year.) | (Normally over 300 returning students) |
| ❖ Washington/Alvey Scholars* – Mid-March
(Approximately 30 standard double
bed/queen size rooms per year) | ❖ Family Weekend - between mid-September
and mid-October (A block of approximately
50 or more rooms) |
| ❖ Alumni Speakers for Enrollment Events* –
Various dates (Approximately 7 – 12
nights per year) | ❖ Various Conferences & Training – dates will
vary |
| ❖ Reunion Weekend - Annual
(Approximately 75 Rooms) | ❖ Guest Speakers & Lecturers – dates will vary |
| ❖ Alumni Association Board of Directors
Mtg. – 3 time per year (Approximately 30
nights per year) | ❖ Recruitment Events - dates will vary |
| | ❖ Employment Candidates – dates vary |
| | ❖ Volunteer Leadership Summit – Biannual
(Approximately over 100 Alumni) |

**Reservation made and paid directly by the University and subject to the GSA Government per diem rate for the Fredericksburg, VA area.*

1. In addition to the requirements as specified within *Section VII, subsections A through M* of this RFP, each awarded Contractor agrees to provide the following to the University:
 - c) Contractor shall offer a suite upgrade for every block of 10 rooms booked and paid for, as well as a complementary room for every block of 20 rooms booked and paid for.
 - d) For hosted events, the Contractor shall provide complementary use of a meeting room that meets the needs of the University based on availability.
2. The Contractor may have opportunities to promote their business given the various scenarios offered below:
 - a) At the University's discretion, Contractors may have an opportunity to host and/or sponsor university events, as listed in *Section O* above.
 - b) For a sponsorship fee of \$500 to the University, the Contractor shall receive an invitation to the sponsored event. The University may also provide public acknowledgement of the sponsorship, as appropriate (public service announcement, brochure, banner, etc.).
 - c) The University may identify the Contractor(s) on new student recruiting correspondence.
 - d) Name the awarded Contractor(s) as the preferred lodging facility for accommodation on mailings and advertisements to the University community for all local events.
 - e) Contractor's contact information for making reservations shall be posted on the University's website.
 - f) With prior written approval from the University, authorization to identify the University of Mary Washington in the Contractor's advertisements and brochures may be provided.
 - g) The University may work with the Contractor to establish an internship program for University students.

CONTRACT ADMINISTRATION: The Business Services Administrative & Licensing Coordinator, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding [Required General Terms and Conditions](#) of this Contract.

SPECIAL TERMS AND CONDITIONS:

ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

CANCELLATION OF CONTRACT:

- a) Termination without cause: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to honor all outstanding reservations, at the applicable contract rates, made prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all completed stays, for which the reservation was directly made by a representative of the University prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
- b) Termination for cause: If the Contractor is in default in the performance of any covenant, promise, term or condition of the resultant contract, and if such default is not cured within thirty (30) calendar days after the date of the written notice delivered to the Contractor, the University shall have the right to issue a unilateral modification to cancel the contract.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- a) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b) The University may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - I. By mutual agreement between the parties in writing; or
 - II. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - III. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the

Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or

additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent Contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

INSURANCE: By signing and submitting a bid or proposal under this RFP, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the

Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth 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.
- b) Employer's Liability - \$100,000.
- c) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d) Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Attn:
ADDRESS LINE 1
ADDRESS LINE 2

OWNERSHIP OF MATERIALS: Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

OPEN ENROLLMENT: It is the intent of this Contract to have multiple open award enrollment periods, at the University's option, during the term of the contract. The University reserves the right to award a contract to a new Contractor(s) during these open enrollment periods. A contract awarded based on open enrollment will not have an end date beyond the end date of the first awarded contracts.

A request for proposals during an open enrollment period will be issued through “eVA”, Virginia’s Marketplace. Proposals will be evaluated in accordance with the original solicitation’s evaluation criteria. Contractors awarded a contract prior to an open enrollment period will remain under contract, unless the contract is not renewed, and are therefore not required to submit a response to an open enrollment request for proposals.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor’s and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org> under the “About” section at the top of the page.

RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for nine (9) successive one year periods, under the terms of the contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court’s opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington’s Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

PAYMENT:

a) To Contractor:

- I. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- II. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- III. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- IV. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- V. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).
- b) To Subcontractors: A Contractor awarded a contract under this solicitation is hereby obligated:
- I. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - II. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- I. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - a. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the Contractor's cost of operations not to exceed the Consumer Price Index annual rate, effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Not less than thirty (30) days prior to the end of the then-current contract period, Contractor shall give the University advance notice of any proposed price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The Contractor shall provide documentation that identifies and supports the cost increases (labor, utilities, services etc.) that caused the rate increase. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall honor all reservations made prior to the effective date of the price adjustment at the contract rate

in effect on the date the reservation was made. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

METHOD OF PAYMENT: The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view [The Bank of America Value of Virtual Payables](#).
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all physical invoices must be received at the address below address and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices should be sent to invoices@mail.umw.edu.

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

The signature block for this Agreement is found on the following page.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

UNIVERSITY OF MARY WASHINGTON

Signature: Lenka Nichols

Signature: _____

Printed Name: Lenka Nichols

Printed Name: Melva A. H. Kishpaugh

Title: Director of Sales

Title: Director, Procurement Services

Date: November 29, 2022

Date: December 9, 2022

FEI/FIN#: 540789341

Phone: 540.898.1800

Email: LNichols@sharconmgt.com

ATTACHMENT A – SUBCONTRACTING PLAN

d. SUBCONTRACTING PLAN - ATTACHMENT B – SUBCONTRACTING PLAN

(Must be completed and submitted with proposal)

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

“Micro Business” means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than \$3million in average annual revenue over the three-year period prior to their certification.

“Small business” means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

“Woman-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

“Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Bidder Name: Country Inn & Suites Fredericksburg South

Preparer Name: Brian Card, Director of Sales **Date:** July 7, 2022

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT B (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
The Country Inn & Suites by Radisson	N/A	Shawdell Green (540) 898-1800	Lodging	100%	Unknown
Total Planned Subcontracting Spend (\$)					N/K

ATTACHMENT B – SWAM REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

UNIVERSITY OF MARY WASHINGTON

Students | Faculty & Staff | Alumni | Give | GO

Administration and Finance

Procurement Services

Laws, Policies and Procedures | Buyer Resources | SPCC | Technology Purchases | **Vendors** | UMW Supplier Expo

Forms
DSBSD – SWaM
Contracts
Contact Us

QUICK LINKS

Vendor Resources
Vendor Policies and Guidelines
Current Bids & Proposals
SWaM and Non-SWaM Reporting
Vendor Feedback

Agency Reports
See UMW's Expenses >

SWaM Subcontractor Reporting

This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.

Vendor * **Contract Number**

Please enter the name of the COMPANY Please enter the CONTRACT NUMBER

Name *

First Last

Please enter the SUBMITTER'S first and last name

Email *

Please enter the SUBMITTER'S email address

Select Reporting Method *

☐ Upload Spreadsheet/Document ☐ Manual Input

Upload Document - Excel or Word only

Manually type information for each sub-contractor

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: June 10, 2022		
RFP NUMBER & TITLE: UCPUMW 22-1390		
PROPOSAL DUE DATE & TIME: 2:00 p.m., July 7, 2022	NOTE: Proposals received after the due date and time cannot be accepted.	
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services /Reference #URFPUMW 22-1390 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401	
WORK LOCATION:	<input type="checkbox"/> All Campuses <input checked="" type="checkbox"/> Fredericksburg <input type="checkbox"/> Stafford <input type="checkbox"/> Dahlgren	
COMMODITY CODE(S):	97130	
PRE-PROPOSAL CONFERENCE:	<input checked="" type="checkbox"/> Optional <input type="checkbox"/> Mandatory <input type="checkbox"/> N/A	DATE & TIME: 10:00 a.m. June 16, 2022
PRE-PROPOSAL LOCATION:	Eagle Village, 1125 Emancipation Highway, Fredericksburg, VA, Suite #480	
CONTRACT OFFICER:	Ken Manahan	EMAIL: kmanaha2@umw.edu
PERIOD OF CONTRACT:	One year from date of award with nine (9) one year renewal options.	

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Legal Name of Offering

Firm:

The Country Inn & Suites by Radisson

Address of Offering Firm:

10358 Patriot Highway, Fredericksburg, Virginia 22408

[DSBSD](#) Certification No.:

Expiration Date:

eVA ID: VA 10003218

Tax ID: 540789341

Email: BCard@SharConMgt.com


Telephone: (540) 898-1800

Website: countryinn.com/fredericksburgva

Fax: (540) 898-7354

Submitted By (Print Name & Title): Brian Card, Director of Sales

Signature (In Ink):



Date:

July 7, 2022

ADDENDUM
June 22, 2022

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference – Request for Proposals: UCPUMW 22-1390
Date Issued: June 22, 2022
For Delivery to: University of Mary Washington, Commonwealth of Virginia
Proposal Due Date: 2:00 p.m., July 7, 2022

This addendum consists of two (2) pages.

Addendum #1 is issued to provide the list of attendees to the pre-proposal conference held June 16, 2022.

END OF ADDENDUM NO. 1

Kenneth R. Manahan
Procurement Services
University of Mary Washington
Email: kmanaha2@umw.edu
Phone: (540)654-1382

RFP UCPUMW 22-1390 Addendum No. 1 (and all addenda) shall be acknowledged by signing and included in the RFP submittal package.

NAME OF OFFERING FIRM: Country Inn & Suites by Radisson

NAME OF OFFEROR REPRESENTATIVE: Brian Card, Director of Sales

OFFEROR SIGNATURE: 

DATE: July 7, 2022

Pre-Proposal Conference Attendees
RFP# UCPUMW 22-1390
Local Lodging Services

[illegible]

b. Capability: Describe the Offeror's capability to provide successful services if awarded; including but not limited to the following:

I. Brief background, description and history of the Offeror and the nature and scope of its operation.

Country Inn & Suites® by Radisson is an upper midscale hotel brand inspired by a sense of belonging, community and shared experiences, Country Inn & Suites by Radisson delivers modern country warmth through inviting design, products and services, so that all guests feel like they are welcome and that they matter.

The Country Inn & Suites by Radisson, Fredericksburg South (I-95), VA places you just minutes away from the University of Mary Washington and fascinating American history at George Washington's Ferry Farm, the Mary Washington House, and Historic Kenmore Plantation.



Our hotel in Spotsylvania County is conveniently located halfway between Richmond and Washington and gives you easy access to various shops and eateries right off I-95. Help yourself to cookies and a treat for your pet as you pass through our lobby, which offers comfortable fireside seating. You can start each morning with the free, hot breakfast featuring our signature waffles or an energizing workout in our fitness center. During your stay at the host hotel for the Fredericksburg Nationals, you can take a break from

the batting cages to swim in the indoor pool or soak in the hot tub. Your four-legged friend will love playing in our dog park, which is available 24 hours to dogs over four months old. We also offer grills, cornhole, and horseshoes for your entertainment.

To ensure your safety, we've adopted enhanced cleaning and disinfection procedures.

Signature brand amenities include free Wi-Fi, complimentary hot breakfast, freshly baked cookies, fitness centers, indoor pool with a Jacuzzi Spa, and the Read It & Return Lending Library®.



II. Complete the responses within Attachment D ("Response Summary").

See Attachment D – Response Summary

III. Identification of annual reservation blackout dates.

No blackout dates included in the proposal.

IV. Describe any special amenities the Offeror provides to its guests.

All our guests receive a complimentary hot breakfast; free Wi-Fi, free parking, and freshly baked cookies with coffee in the lobby. Other amenities include an indoor pool with a Jacuzzi Spa, business center, fitness center, restaurant on the property, and a 2000 square feet large banquet room.

On Site Amenities Include:

- ✓ Complimentary hot breakfast buffet
- ✓ Indoor pool & Whirlpool
- ✓ 24hr business & fitness center
- ✓ Laundry facilities
- ✓ Ice maker & vending machines
- ✓ Read it & Return it lending library
- ✓ Complimentary Wi-Fi
- ✓ Charcoal Grills
- ✓ Corn Whole Boards
- ✓ Freshly baked cookies throughout the entire day
- ✓ Coffee and Tea 24 hours a day
- ✓ Friendly staff

V. A description of the amenities included within each guest room type shall be included.

Looking for a hotel that reminds you of home & that's convenient? Stop on by the newly renovated Country Inn & Suites Fredericksburg South. Easy location & right off of 95; exit 126. Here at Country Inn & Suites we are committed to delivering comfort and hospitality with a touch of home. All rooms are equipped with a refrigerator, microwave, and coffee pots. Our suites are equipped with a full size refrigerator, separate bedroom & living room, stove top, and all the necessities needed for meal preparation. Room Types at our property include:

- ✓ Standard Double Queen
- ✓ King Suite w/ kitchenette & pull out couch
- ✓ Double Suite w/kitchenette & pull out couch
- ✓ King Suite w/ pull out couch & wet bar
- ✓ Double Suite w/ pull out couch & wet bar

The hotel is offering 90 spacious rooms with two queen beds and 10 single king rooms, equipped with a refrigerator, microwave, coffee maker and iron with an ironing board, hair dryer and personal hygiene products. Examples of the variety of our rooms are shown below:

Standard Double Queen Room

Settle in to a warm quick snack in the microwave and grab refreshing drinks you've stored in this standard room's fridge. You can wind down with a movie on the flat-screen TV before bed or post pictures of your theme park adventures using free Wi-Fi. Pet-friendly options as well as accessible rooms can be requested.



King or Double Queen Suite

Take advantage of homelike comforts and extra privacy in this extended-stay suite with a separate bedroom. Gather around the dining table to chat about your day while you enjoy a meal prepared in the well-equipped kitchenette. Need to check in with the office? Pull up to the work desk and connect to free Wi-Fi. Wind down with a board game or a movie in the comfortable living area before falling asleep in your separate bedroom. All standard amenities apply.



VI. Include the number of conference rooms within the facility and the capacity of each.

See Attachment– Meeting Room Capacities

VII. Information regarding the level of assistance and support, in terms of personnel, designated website, electronic reservation system, etc. that will be specific to UMW.

The Director of Sales will be the primary point of contact under the awarded contract and will coordinate all lodging requests with the General Manager and reception staff. We utilize a nationwide reservation system (OPERA) to ensure access to all requests, including a designated website with a reservation link to be provided to UMW.

VIII. Describe how the Offeror shall maintain records of reservations specific to UMW and ensure the contractual room rate will be properly assigned to reservations.

All reservation requests will be entered into the OPERA system under designated codes to ensure the proper tracking of all applicable reservations

IX. Specify the Offeror's single point of contact, by title, for all communications with the University regarding University reservations, issues, questions, etc. during performance under the awarded contract.

The Director of Sales will be the primary point of contact under the awarded contract, with the General Manager providing additional support if and when necessary.

X. Description of any experience providing similar services for institutions of higher education, state agencies or other governmental entities.

In addition to providing similar services as an incumbent to the University of Mary Washington, our experience in providing lodging services includes:

- Germanna Community College,
- St. Mary's University,
- the Fredericksburg Nationals (FredNats), and
- Several other agencies and corporations.

XI. Specify the driving distance, in miles, from the Offeror's location to the University's Fredericksburg, VA location. The basis for determining the mileage shall be specified. The address to use for mileage is 1301 College Ave., Fredericksburg, VA 22401.

According to Google Maps, Country Inn & Suites, Fredericksburg South is located 4.6 miles from 1301 College Ave., Fredericksburg, VA 22401. *NOTE The distance was calculated using our old address of 5327 Jefferson Davis Highway since the GPS system is still in the process of updated our information with our new address of 10358 Patriot Highway.

XII. For the proposed lodging facility, the Offeror shall identify the American Automobile Association ("AAA") Diamonds rating and the Smith Travel Research ("STR") classification or other comparable ratings. Documentation shall be included within the proposal that supports the rating/classification, and a description of the rating description.

Country Inn & Suites, Fredericksburg South is rated "Three Diamonds" by the American Automobile Association ("AAA") Diamonds rating system and a 3.8 ("Good") on the Expedia website rating system. The description of this rating according to AAA is "Comprehensive amenities style and comfort level. Great for: Family travel"

XIII. Describe the types of food available to customers during the hotel's complimentary breakfast, the breakfast hours of operation, and the days breakfast is provided. Also, identify is a restaurant is located within the facility.

Our breakfast area can accommodate up to 60 persons at a seating. Additional seating is available in the banquet room on the first floor. Breakfast is served every day and the hours of service are from 6:00 am - 9:30 am Monday-Friday and 7:00 am-10:30 am on Saturday and Sunday. We offer a variety of cereals, yogurts, fresh fruits, milk and fruit juices, cereal/granola bars, bread & pastries, and hot foods including eggs, breakfast meats and fresh waffles. Coffee and hot tea is also available 24 hours a day

XIV. The lead times required for requesting a block(s) of rooms and the Offeror's terms for reserving blocks of rooms.

Although we do not have a strict lead time policy, we recommend reserving room blocks as early as possible to secure available rooms as needed. Rooms are released from room blocks 1-2 weeks prior the arrival. Deposit and payment are subject to an individual agreement on a case by case basis.

XV. A description of the process to be followed to ensure the contract rates will be applied to reservations.

When a reservation request is made, the OPERA system is set up to verify the contract rate, ensuring reception personnel have the preloaded information and rates available at check-in.

XVI. Safety Assurance: Describe in detail the Offeror's safety standards, to include procedures for maintaining a safe environment for UMW Faculty, Staff, Parents, Students, Athletes and Guests while in residence. A copy of the hotel's written emergency management and safety information plans shall be included in the proposal package.

See Attachment - Emergency Management Procedures

XVII. Housekeeping practices: A written plan for housekeeping work practices shall be included.

Daily service for stay over guests, unless there is a Do Not Disturb sign on the door, daily replacing pillow case, bed sheets, towels and a shower curtain. Rooms get inspected by the Executive Housekeeper and the General Manager daily. The general clean practices are used in conjunction with the Deep Clean Program. Additional items are added to a housekeeper's room assignment weekly. Hotel is working with a professional pest management company to provide a year around protection from the pets inside and outside the property. Maintenance staff is available every day for maintenance issues. Customer room satisfaction is hotel's priority. In case a guest is not satisfied with the room we guarantee to fix the issue immediately or move the guest to a different room.

XVIII. The amount of lead time required to obtain a block of rooms for athletic tournaments and University events.

Although we do not have a strict lead time policy, we recommend reserving room blocks as early as possible to secure available rooms as needed. Generally, 30-45 days would be a minimum guideline, depending on the size of the block and the dates requested.

XIX. Any other products or services that the firm is capable of offering in addition to the services required in Section VII of this RFP that would add value to the contract.

Subject to availability, we can provide complementary meeting room space to support groups that may require such an amenity.

XX. Complementary Rooms/Rebates. The Offeror shall describe a process by which complementary rooms and/or rebates shall be offered to the University.

In order to provide the best rates possible, Country Inn & Suites is not able to offer rebates. However, we are offering a suite upgrade for every block of 10 rooms booked and paid for, as well as a complementary room for every block of 20 rooms booked and paid for.

XXI. Describe the process followed when rooms are overbooked and relocation of visitors may be necessary

Although this is a rare occurrence, should the need arise to relocate visitors, we will work with several nearby properties to secure lodging. Our priority in this situation will be to keep groups together and first relocate individuals.

c. FINANCIAL PROPOSAL - ATTACHMENT A - PRICING

The Offeror shall propose a percent discount off the Best Available Room Rate at the time of the reservation for the following categories:

CATEGORY	PROPOSED PERCENT DISCOUNT OFF BEST AVAILABLE ROOM RATE
University Direct Billed Rates. The Offeror shall state, "Yes" or "No" that it will not charge a rate higher than the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Friends & Family	% Discount <u>20</u>
Guest Performers	% Discount <u>20</u>
Visiting Athletic Teams (Regular Season Competitions)	% Discount <u>20</u>
Visiting Athletic Teams (Tournaments)	% Discount <u>20</u>
Special Events	% Discount <u>20</u>
State & Local Government Visitors. The Offeror shall state, "Yes" or "No" that it will honor the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Identify and include rates for conference rooms, to include maximum occupancy.	Max Occupancy 150 Persons Rates to be negotiated as needed

Additional pricing information for consideration:

d. SUBCONTRACTING PLAN - ATTACHMENT B – SUBCONTRACTING PLAN

(Must be completed and submitted with proposal)

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

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“Small business” means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

“Woman-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

“Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Bidder Name: Country Inn & Suites Fredericksburg South

Preparer Name: Brian Card, Director of Sales **Date:** July 7, 2022

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT B (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
The Country Inn & Suites by Radisson	N/A	Shawdell Green (540) 898-1800	Lodging	100%	Unknown
Total Planned Subcontracting Spend (\$)					N/K

e. Exceptions to any terms and conditions included with this solicitation must be identified within the Offeror's proposal.

Exceptions – as noted in Attachment D, include:

No complimentary shuttle service is available to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request. (Section VII,L,6)

Contractor will not be able to provide a total of fifty (50) complementary room nights to be provided for use at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for the annual basketball tournament held each November. (Section VII,N,1,a)

ATTACHMENT D – Response Summary

REQUIREMENT	OFFEROR RESPONSE
The lodging facility is within 8 miles driving distance of the UMW Fredericksburg Campus. (Section VII,A)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The lodging facility has at a minimum an AAA Three (3) Diamond rating and a STR rating of Upper Midscale or higher. Specify if other types of ratings are applicable. (Section VII,B)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Specify the total number of the lodging facility's guest rooms, and of the total, the number that are single and double occupancy. (Section VII,C,a)	Total #: 119 Single #: 20 Double #: 99
The lodging facility provides direct access to all guest rooms from inside the lodging facility, not from the outside. (Section VII,C,b)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All guest rooms have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window. (Section VII,C,d)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
There are Handicap Accessible or ADA compliant guest rooms within the lodging facility? This would include items such as a raised toilet seat, grab bars, wider doorways, etc. (Section VII,C,e)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All guest rooms are provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests. (Section VII,C,f)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The lodging facility shall be non-smoking. (Section VII,C,g)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Parking facilities are available with adequate lighting and can accommodate buses. (Section VII,E)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the university or the occupant. If a situation occurs where a 'lockdown' takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests. (Section VII,F,1)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT D (Continued)

The lodging facility has, on site at all times, a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays. (Section VII,F,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The lodging facility meets all requirements of the Federal Emergency Act (FEMA), under the Hotel and Motel Fire & Safety Act of 1990? (Section VII,F,3)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The facilities, furnishing and equipment shall be clean, pest free and in good repair. (Section VII,G,1)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
The lodging facility is compliant with the National Food Service codes and standards? (Section VII,G,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Appropriate personnel have been trained and certified in ServSafe procedures? (Section VII,G,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Reservation cancellation fees shall be waived. (Section VII,H,1,g)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
UMW shall be offered a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth Per Diem Rate for lodging, plus tax. (Section VII,J)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Complimentary breakfast is available to guests within the lodging facility, weekly Monday through Sunday? (section VII,L,2)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Free wireless or wired internet connection is available in all guest rooms? (Section VII,L,3)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Laundry service is available to all guests? (Section VII,L,4)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Conference area/meeting space is available within the lodging facility? (Section VII,L,5)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
A complimentary shuttle service is available to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request. (Section VII,L,6)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contractor shall provide a total of fifty (50) complementary room nights to be provided for use at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for the annual basketball tournament held each November. (Section VII,N,1,a)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contractor shall provide complementary rooms to the head coach of visiting teams for UMW tournaments. (Section VII,N,c)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT D (Continued)

Complementary meeting area/conference room shall be provided to visiting teams participating in tournaments based on availability. (Section VII,N,1,d)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<i>Contractor</i> shall provide (5) complimentary room nights, at a minimum) per contract year to be used at the discretion of the University. (Section VII,O,1,a)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Contractor agrees to complementary use of the hospitality suite, on an annual basis, to be used at the discretion of the University. (Section VII,O,1,b)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Contractor shall provide UMW access to corporate member rewards/points program with scalable benefits with increased usage. (Section VII,O,1,c)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
For hosted events, the Contactor shall provide complementary use of a meeting room that meets the needs of the University based on availability. (Section VII,O,1,d)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT – MEETING ROOM CAPACITIES

MEETING ROOMS	Size	SQ. Footage	Theater	Classroom	Banquet Rounds	Banquet 1/2 Rounds	'U' Shaped	Conference
The Ballroom	50' x 39'	1950	150	80	140	84	40	0
The Virginian	25' x 39'	975	70	36	60	36	24	24
The Commonwealth	25' x 39'	975	70	36	60	36	24	24
The Boardroom	27' x 18'	502	20	18	40	24	15	12

Theater/Auditorium: Best Suited: Presentation Meetings; Large Meetings; Annual Corp. Meetings and Product Launches.

This is basically a row of chairs facing the front of the room, usually divided by the center and/or side aisles to allow access with ease. The rows and columns are equal. If your meeting doesn't require note taking or when you want to achieve maximum seated capacity, then this set up style would be appropriate.

Classroom: Best Suited: Training and Lectures.

This set up is what you would expect in a classroom setting. The chairs and tables are arranged in rows facing the front to support writing, using computers or taking meals. Perfect set up when you want your guests to eat plated food, use their computers or take notes during the meeting.

Banquet: Best Suited: Gala Dinners, Wedding Receptions and Award Nights.

Round tables are used and arranged in calculated groupings to allow easy movement as well as service of food while people are seated.

U-Shaped: Best Suited: Small Annual General Meetings, Conferences and Workshops.

Conference tables are placed end to end with one opening forming a U shape. The purpose of the opening is to allow presentations that are visual so that everyone can see. This style is foolproof when there is a need to combine both presentation and some group interactions or discussions.

Conference or Boardroom: Best Suited: Board of Directors Meetings, Committee Meetings, team briefings and interviews.

This style includes seats on all sides of the table(s). A rectangular is appropriate for this kind of a setup. When the group is bigger, you can opt to join tables to form a hollow square inform of a boardroom. The number of attendees helps to determine if you should use a hollow square, a rectangular boardroom set up or just one table.

ATTACHMENT - EMERGENCY MANAGEMENT PROCEDURES

Emergency Codes And Radio Codes

- For any general emergency besides fire, the Front Desk will announce a Code 3 and a location which alerts the Emergency Response Team to respond to that location.
- This Team includes Engineer-on-duty, General Manager, MOD & Chief Engineer. The response team will communicate with the Front Desk immediately to receive information concerning the Code 3.
- CODE 3 refers to any emergency response including, but not limited to:
 - Death
 - Bomb Threat
 - Guest or Associate Emergency
 - Structural Collapse
 - Earthquake
 - Explosion
 - Suicide
 - Power Outage
 - Civil Disturbance
 - Toxic Spill
 - Flooding

Property Status Updates

- Update the OPERA Reservation Center with the status of the property following any interruption to normal business operations due to a natural disaster, security/health incident, etc.

FIRE EMERGENCIES

- The responsibility of reporting the discovery of a fire or smoke rests with every associate. Tragedy can be avoided if people are warned in time to escape. Fire in the hotel is detected through our Fire Alarm System or by a person discovering the fire.

FIRE PROCEDURES RESPONSIBILITIES

- There are three basic job duties directly related to our response to a Fire Alarm:
 1. Communications - (Front Office & Night Audit)
 2. Fire Control - (Front office & Night Audit)
 3. Response Team - (Security/Engineering)
- Each of these positions must be covered 24 hours.

EMERGENCY

- If the Response Team declares an emergency, the evacuation should commence.
- Once an Emergency has been put into effect, only the Fire Dept. may give the All Clear.

FALSE ALARM

- Only the Fire Dept. or the Response Team may declare a False Alarm. Any communication of a false alarm should be specific. If there is any doubt, the alarm should not be silenced. In the event of multiple alarms, each alarm must be accounted for before the system is reset or silenced.
- If a false alarm has been declared, reset the system as directed and make the "All Clear" announcement. (In certain jurisdictions, system can only be re-set after the "All Clear" has been given by the Fire Dept.)
- Call Central monitoring company (ADT) to verify the reset of the alarm.

FIRE DRILLS

- A fire drill and evacuation should be conducted at least once a year. The entire property must be included. Be sure to notify guests, fire department and monitoring company of your drill in advance. Complete the attached Tracking Sheet and maintain a file on fire drills.

FIRE ALARMS - DESCRIPTION

- A Fire alarm is triggered by the activation of one of the following:
 1. Pull Station
 2. Sprinkler flow switch
 3. Smoke detector in a public area or mechanical equipment.
 4. Heat detector
 5. Duct detector
- A Fire alarm will cause an audible tone as well as activate the flashing "FIRE" lights. This will occur on the guest floor on which the alarm was activated and the floors immediately above and below.
- The following information may be determined by locating the red indicator light(s), which will appear on the Annunciator panel in the Fire Control Room.
 1. Level (floor)
 2. Area (east, west, elevator lobby, service corridor, etc.)
 3. Device (smoke detector, pull station, sprinkler flow, duct / heat)
- Associates, other than those involved with the response to the alarm, should prepare to evacuate the building if a general alarm sounds. Procedures and locations for evacuation are outlined in the Evacuation section.
- Associates should be prepared to properly respond to guests' inquiries by advising them to evacuate the building using the nearest emergency exit, not the elevators.

FIRE CONTROL ROOM

- When you enter the Fire Control Room, you may see a large transparent Plexiglas board with several red, yellow and green indicator lights. By observing where the red lights are lit, you can determine the location of the alarm, as well as which of the devices activated the alarm. Verification can be done by scanning the panels on the walls to determine what is in alarm. If the yellow light is lit, this indicates either a malfunction to the wiring of the alarm in that area, or that a sprinkler valve tamper switch has been activated. When all lights are green again, all is clear on the system.
- Also located at the Fire Control Room is the Fire Department Key Box, Central Station monitoring (ADT) and supplies to be used in the event of a disaster.

PROPERTY SYSTEMS

Procedures for Catastrophic Events Requiring Immediate Evacuation

You will need to make certain your property complies with existing Standard Operating Procedures for backup and recovery of the Property Management System. Specifically, backups should be performed per SOP, backup tapes should be stored in a secure location and all Front Office associates should be aware of the location of the backup tapes and have access to the backup tapes.

The following instructions are to be used during a catastrophic event that requires immediate evacuation of a property (e.g., fire emergencies, earthquakes, bomb threats, gas leaks, and air disasters).

- The senior Front Office associate on duty is responsible for implementing emergency procedures for the Property Management System (PMS).
- The PMS system **should not** be shut down.
- Backup tapes should be removed from the hotel **only if** possible to do so without endangering any associates.
- The PMS Support desk should be called from a safe location outside the building. As part of this call, the senior Front Office associate should arrange for the best way for the PMS Support desk to contact them (e.g., cell phone).
- The PMS Support organization will retrieve information on in-house guests from PMS and communicate this information to the hotel manager.

The following instructions are to be used during a catastrophic event that DOES NOT require immediate evacuation of a property (e.g., electrical power outage, weather emergency)

You will need to make certain your property complies with existing Standard Operating Procedures for backup and recovery of the Property Management System. Specifically, backups should be performed per SOP, backup tapes should be stored in a secure location and all Front Office associates should be aware of the location of the backup tapes and have access to the backup tapes.

- The senior Front Office associate on duty is responsible for implementing emergency procedures for the Property Management System (PMS).
- The senior Front Office associate on duty should contact the PMS support desk to arrange for orderly shut down of the PMS system.
- Standard Operating Procedures for manual operation should be followed until resumption of normal operations.

Systems Procedures for Catastrophic Events Requiring Immediate Evacuation

You will need to make certain your property complies with existing Standard Operating Procedures for backup and recovery of the Property Management System. Specifically, backups should be performed per SOP, backup tapes should be stored in a secure location and all Front Office associates should be aware of the location of the backup tapes and have access to the backup tapes.

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- The PMS Support desk should be called from a safe location outside the building. As part of this call, the senior Front Office associate should arrange for the best way for the PMS Support desk to contact them (e.g., cell phone).
- The PMS Support organization will retrieve information on in-house guests from PMS and communicate this information to the hotel manager.

The following instructions are to be used during a catastrophic event that DOES NOT require immediate evacuation of a property (e.g., electrical power outage, weather emergency)

You will need to make certain your property complies with existing Standard Operating Procedures for backup and recovery of the Property Management System. Specifically, backups should be performed per SOP, backup tapes should be stored in a secure location and all Front Office associates should be aware of the location of the backup tapes and have access to the backup tapes.

- The senior Front Office associate on duty is responsible for implementing emergency procedures for the Property Management System (PMS).
- The senior Front Office associate on duty should contact the PMS support desk to arrange for orderly shut down of the PMS system.
- Standard Operating Procedures for manual operation should be followed until resumption of normal operations.

EVACUATION

LOCATION OF EXITS

- Be familiar with the location of emergency exits nearest to your work area.
- Persons on any of the upper floors should exit using the nearest stairwell.

REFUGE AREA AND ALTERNATE SITE

- Following an evacuation, a refuge area should be established away from the physical hazard at hand. Each refuge area should be of a capacity to hold the maximum number of guests and associates. This is also where the command post should be if necessary.
- In the event of an extended evacuation or property closure, property associates and the Executive Committee will assemble at the alternate site to complete a head count and decide next steps:

NATURAL DISASTERS

- All Management personnel are to report to the FIRE CONTROL ROOM, and in the event of damage to the command post, a new post will be designated before management personnel are dispersed.
- All hourly associates are to stay at their designated work stations unless evacuation orders are given.
- The General Manager or Manager on Duty will assume the position of "Emergency Organization Chief".
- The "Emergency Organization Chief" will make a formal announcement to guests (over the Public Address System if possible).
- Announce that an earthquake or other natural disaster has occurred (give specific information if available). Advise everyone to be calm and to remain inside the building. Advise everyone that further communication will be provided in detail when it becomes available. NOTE: If a fire public address system is not operable, all announcements should be made at the Command post.
- The Emergency Organization Chief will remain at or near the command post.
- After performing the assigned tasks, all Emergency Team Members should report back to the Emergency Organization Chief for additional assignments.
- Update the OPERA Reservation Center with the status of your property following any interruption to normal business operations due to a natural disaster.

CIVIL DISTURBANCES

A civil disturbance may occur in the form of a protest or demonstration which could be peaceful or could reach riot proportions. The best approach to take is proactive if you know in advance of a possible problem.

Targets for disturbance:

1. Hotel Management (Union drive)
2. A guest in the hotel.
3. A group meeting in the hotel.
4. A group or business in neighborhood (i.e. local business or a "March" in front of the hotel on a public street).

BOMB THREATS

A bomb threat may be transmitted in a variety of ways. However, the most common methods are either a note/letter or a telephone call. The associate receiving a note/letter should immediately take the threat to their immediate Supervisor, informing them of the exact location where the note/letter was found.

TELEPHONE BOMB THREAT

Every associate should follow these procedures, in order to avoid property damage, injury or death. An associate receiving a bomb threat will follow these outlined procedures:

- Remain calm, take notes. By keeping one's composure the individual will remember more of the conversation and remember to ask the questions below.
- Learn as much about the bomb as possible. The associate must ask the following questions in order to help find the bomb. The two most important questions that need answering are:
- "WHEN WILL THE BOMB GO OFF??"
- "WHERE IS THE BOMB LOCATED??"
- These questions must be repeatedly if necessary. Use the Bomb Threat Checklist to help you get the most information possible.
- Should the caller not answer a question, the associate will go to the next question, returning to the unanswered questions further in the conversation. The individual receiving the call should attempt to have the caller repeat the threat; thereby, the associate will remember more of the conversation. (During or immediately after the threat, the associate should write down the conversation in as exact words as

possible). By having the individual repeat the questions/threat, a possibility exists that the telephone company will be able to trace the call.

- Also, if possible, the associate should attract the attention of another associate and have him listen in on another extension. If the caller is open to questions, then the associate should ask: "WHO ARE YOU?"
- Be alert. When listening to the bomb threat, the associate should be alert to every aspect of the caller, such as any characteristics of the caller's voice of speech and/or any other noises, interruptions, etc. Possible hints as to the identity of the caller are: accent, background noise, slang used, pitch of voice, etc.
- All threats are serious. The possibility of a bomb detonating is too grave a matter to be shrugged off as a hoax by the individual receiving the call. Therefore, all bomb threats should be referred to the General Manager, who will in turn take the appropriate action.
- Do not speak to anyone. The person receiving the call should not inform anyone, other than management, about the threat.

PARTIAL EVACUATION

A partial evacuation will occur when one area contains a suspicious device or object. This area will be evacuated (the degree of evacuation is determined by the Management and local authorities) in a quiet, speedy manner, relocating the guests to the nearest safe area.

TOTAL EVACUATION

A total evacuation will occur when the Management and local authorities determine the situation to be highly dangerous or a detonation has occurred. The Chief Engineer or Security will make the evacuation announcement over the PA System or respond to each guestroom.

All cashiers banks will be stored in the safety deposit box or drop safe.

DETONATION

If a detonation does occur, the General Manager will begin total evacuation procedures and assess the situation dealing with injured people. The injured that can be moved should be taken out the main entrance to await medical help. Hotel personnel will attend those injured that cannot be moved until relief help arrives. The area of the explosion will be cordoned off to protect against further detonation and tampering with bomb fragments. Follow the emergency procedures listed earlier in this manual in case of fire.

AFTER A BOMB THREAT

Assuming there was no bomb, (or if there was, it was disposed of without incident), management's main responsibility after a bomb threat is to permit all occupants to return to the building and assure that the situation is under control.

Finally, no unnecessary mention or public announcement should be made of the bomb. Word of one bomb threat can spawn copy cats, which is not a situation we want to encourage.

TOXIC SPILLS

DETERMINING SOURCE

If you should notice something out of the ordinary such as a strong gas odor or smoke, you should immediately notify the FRONT DESK operator who will then notify Engineering, Security and 911. Using great care, all will attempt to determine its source. If based upon knowledge and prudent judgment, it is determined the source is of toxic origin, the General Manager should be advised. If it is a known chemical used at the hotel, the MSDS sheet must be retrieved and given to the General Manager and Engineer. The General Manager will then decide whether to call for the fire department or hazardous materials unit. Evacuation will be at the order of the Fire Chief or Hazmat Chief.

ARMED ROBBERIES

Armed robberies can occur in a hotel in spite of the hotel's efforts and those of the local law enforcement. Contact your security experts regarding armed robbery prevention measures

EMERGENCY TEAM RESPONSIBILITIES

EMERGENCY ORGANIZATION CHIEF TASKS

The Emergency Organization Chief is responsible for the hotel property, guests and associates.

- ☐ Designate new command post if necessary
- ☐ Make a formal announcement to guests.
- ☐ Appoint the following Emergency Team Leaders and distribute appropriate responsibilities checklist and any additional assignments as necessary.
 - A. Engineering Team Leader
 - B. First Aid Team Leader
 - C. Security Team Leader
 - D. Communication Team Leader
 - E. Human Resources Team Leader
 - F. Housing Team Leader
- ☐ Secure two-way radios
- ☐ Assign available personnel to assist designated Team Leaders.
- ☐ Issue equipment i.e. flashlights with batteries, AM/FM radio, etc.
- ☐ Obtain the most recent listing of guest names with room number, any physical disability and address if possible. (A copy of this list must remain at Command post at all times).
- ☐ At first opportunity, contact leaders in Engineering, Safety & Security, local Fire Dept. and Police Dept. to report on condition of hotel, guests, and Associates.
- ☐ Update the OPERA Reservation Center with the status of your property following any interruption to normal business operations due to a natural disaster, security/health incident, etc. During and after an incident that interrupts normal business operations, properties are asked to update their status each time circumstances change.

SAMPLE ENGINEERING TEAM LEADER TASKS

- ☐ Shut gas main lines off at incoming point to hotel if a leak or physical damage have been identified. (Always have wrench attached to valve to use for shut if necessary.)
- ☐ Conduct visual inspection of the outside of the building.
- ☐ Conduct visual inspection of the inside of the building. Special attention should be placed on emergency exit stairwells.
- ☐ Check all elevators for guests who might be trapped.
- ☐ Conduct room by room inspection to ensure all guest rooms are safe for later occupancy, noting rooms that are uninhabitable.
- ☐ If without power, shut down all computers and main power breakers so when power is returned, no damage will occur with power surges.
- ☐ Determine condition of fresh water supply.
- ☐ Ensure that the boilers have been shut down.
- ☐ Check kitchen area for gas leaks or equipment failure that could endanger the health of our guests. (Wrench should be located next to shut off area)
- ☐ Make sure emergency lighting is operational.

FIRST AID TEAM LEADER TASKS

- ☐ If necessary, contact area hospitals.
- ☐ If necessary, contact the Red Cross, Rescue Squad or other organizations to request assistance.
- ☐ Advise Front Desk that you are available for all medical emergencies.
- ☐ Use guest list at command post to determine if any guests are doctors. Try to locate them & request help.
- ☐ Set up an isolated area that is free of debris and safe of any hazard for a treatment area or safe zone.

SAMPLE SECURITY TEAM LEADER TASKS

- ☐ If necessary, contact the local Law Enforcement Agency and Fire Department. Give specific information about the condition of the hotel and request assistance.
- ☐ Conduct room by room inspection to ensure all guests are safe and not suffering from any medical conditions. Identify each room that has been inspected.
- ☐ Ensure that all guests and associates extinguish smoking materials until further notice.
- ☐ Secure and clear disaster area of all non-essential personnel.
- ☐ Secure all areas with confidential company documents.
- ☐ Secure all monies and hotel valuables.

FIRE EMERGENCIES

CONTENTS

- ACTION STEPS ON DISCOVERING A FIRE
- COMMUNICATIONS
- FIRE CONTROL
- RESPONSE TEAM

ACTION STEPS UPON DISCOVERY OF A FIRE

- ☐ Activate the nearest fire alarm pull station.
- ☐ Phone the hotel operator by dialing "O" and call "9 - 911".
- ☐ Give the operator your name and department, your exact location, the location of the fire and its extent.
- ☐ Stay in the area if it is safe to do so in order to direct the fire response team.
- ☐ If possible, if the fire is small, use a fire extinguisher to put it out before it becomes larger.
- ☐ If the fire is large do not attempt to extinguish it. Contain the fire by closing all doors leading into the area. If a door is warm to the touch, **DO NOT OPEN THE DOOR.**
- ☐ Assist in the orderly evacuation of the immediate area.
- ☐ Mark cleared / evacuated guestrooms with chalk on the outside of the door.
 - **Activate fire alarm pull station before attempting to extinguish fires.**
 - **Do not attempt to enter a smoke-filled area.**
 - **Never let a fire get between you and the way out.**

COMMUNICATIONS - (Front Office & Night Audit)

Upon activation of a Fire alarm the audible fire alarm indicator located in the fire control room will sound.

- ☐ Immediately notify the Fire Dept. by dialing "911". Be prepared to answer guest phone inquiries with a brief and appropriate response: "We are responding to the alarm. Further information will be announced."
- ☐ In the event that further information relevant to the alarm is received, advise the response team via radio.
- ☐ Be prepared to receive and relay any information related to guests who might need special assistance. Any such information should be recorded and made available to the Fire Dept. when it arrives. Remain in the office to continue operations unless doing so would pose a threat to your safety, or unless told to evacuate by the Fire Dept.
- No false alarm may be declared, except by the Fire Dept. or the Response Team. If an Emergency has already been declared, only the Fire Dept. may give the All Clear.
- In addition to the above duties, all members of the Front Desk staff should be cross-trained in Fire Control duties in order to gain familiarity with the system and assist if necessary.
- ** Be sure that your occupancy list notes physically disabled persons. The occupancy list must be run on a daily basis. – Red tag registration card of ADA rooms.

FIRE CONTROL - (Front Desk & Night Audit)

Upon activation of a Fire alarm, the audible alarm will sound at the front desk.

- ☐ The senior person present at the front desk must respond immediately to the Fire control room.
- ☐ Upon arriving at Fire Control check the Annunciator and the Fire panel.
- ☐ Determine the level, area, and source of the alarm.
- ☐ Clearly transmit this information over the radio to the Response team. Be certain that the Response team properly acknowledges that they have received the message and are en route to the correct location.
- ☐ Remain at Fire control unless relieved by a more senior qualified person.
- ☐ Continue to monitor the radio to hear any instructions from the Response team.

- ☐ Continue to monitor the Annunciator and notify the Response team of any further alarms.
- ☐ Contact Central station monitoring company (ADT) to verify alarm
- ☐ Await the arrival of the Fire Dept. and be prepared to brief them on the situation and notify them of any guests in need of special assistance.

RESPONSE TEAM - (Security / Engineering)

The Response Team will consist of Security and/or Engineering personnel. Members of the response team will carry two-way radios and master keys at all times.

- ☐ Upon activation of a Fire alarm, await information over the radio from Fire Control.
- ☐ Always acknowledge receiving notification of the alarm.
- ☐ Ex: "This is Security / Engineering. I am en route to (state location of alarm)".
- ☐ Always respond via the emergency stairways. Do not use the elevators.
- ☐ Once at the location, attempt to locate the source of the alarm. Only when the source of the alarm and the entire surrounding area have been checked and found to be safe may a False Alarm be declared.
- ☐ Example: "Security / Engineering to Fire Control. We have a False Alarm at (state location)".
- ☐ If there is any doubt, do not declare a False alarm. Wait for the Fire Department.
- ☐ If, upon arrival at the location, there is smoke or fire, advise Fire Control and the Front Desk of the situation.
- ☐ Example: "This is Security / Engineering. I am at level 2 east. There is smoke in the area. Activate fire emergency procedures and send help to this location."
- ☐ If not apparent, attempt to locate the source of smoke or fire. Feel the doors for heat. If a door is warm to the touch, do not open it.
- ☐ If the source is located, and if the fire is small, attempt to extinguish it.
- ☐ If the fire is large, do not attempt to extinguish it. Contain the fire by closing all doors leading into the area.
- ☐ Assist in the orderly evacuation of the immediate area. Mark entry doors when guests have been evacuated.
- ☐ Direct the Fire Dept. to the scene of the fire.
- ☐ Be prepared to open any areas to which the Fire Dept. may need access.
- ☐ Keep unauthorized persons out of the area until the Fire Dept. gives the All Clear

EVACUATION

DO NOT USE ELEVATORS. - EXIT THE BUILDING USING THE NEAREST EMERGENCY EXIT AND PRECEDE TO REFUGE AREA.

EARTHQUAKES

DURING AN EARTHQUAKE

1. Stay indoors.
2. Stay away from glass, windows, and outside walls.
3. Get underneath a table or stand in the corner of the room.
4. Do not use the elevators.

AFTER AN EARTHQUAKE

- ☐ Be prepared for aftershocks.
- ☐ Extinguish any smoking materials.
- ☐ Announce next steps to Guests and Associates.
- ☐ All associates should meet at designated area for head count.
- ☐ Management personnel should report to the Fire Control room.
- ☐ If the earthquake was of significance, close main gas valve. Turn gas off if you smell gas. Don't turn the gas back on until it has been verified safe by gas company.
- ☐ Check main water valves -- close if necessary.
- ☐ Check main electrical room -- shut down if necessary.

SAMPLE EARTHQUAKE EVACUATION PLAN

Gather and coordinate Emergency Response Team from among available resources.

- ☐ Assemble Emergency Response Team.

Organize into following sub-teams:

- ☐ Damage Assessment
- ☐ Search and Rescue
- ☐ Housing Team
- ☐ Welfare Team
- ☐ Security Team

Damage Assessment

- ☐ Engineering will investigate and report back to the Emergency Team on damage suffered on the property.

Search and Rescue

- ☐ Identify and rescue guests and associates as needed.
- ☐ Escort or direct them to a safe area. Equipment and tools are in black earthquake barrels located in Security, Engineering and Fire Command Room.

Housing Team

- ☐ Organize an evacuation reception area to include First-Aid for the people delivered there by Search and Rescue.
- ☐ Separate injured from the non-injured people. The people in the non-injured area can be pulled into the emergency efforts. As people get comfortable during the evacuation process, interview to determine which guests can help.
- ☐ Safe Area/Housing: Based on information provided by assigned teams, establish a safe area/housing which is large enough to support guests and associates. Consider the following:
 - A ballroom is the first choice for a safe area. The room can easily be checked for any structural damage or other hazards. Chandelier crystals may have to be removed.
 - If interior is unsafe, use parking lot areas.
- ☐ After a disaster with structural damage, many people will refuse to go in any type of building. You should begin to construct shelter following the steps below:
 - ☐ Obtain hammers and nails from equipment storage yard.
 - ☐ Obtain at least 80 blankets or sheets.
 - ☐ Affix sheets in a tent fashion.
 - ☐ Obtain as many of the items listed below as possible and bring them to the safe area.
 1. Blankets
 2. Sheets
 3. Pillows
 4. Trash Bags
 5. Tables
 6. Chairs
 7. Visqueen – Use for shelters
- ☐ Have your teams make rounds through safe areas and try to meet any needs that may arise.

Welfare Team

- ☐ Have beverages/food available.
- ☐ Establish activities for any children on the property.
- ☐ Administer as much "TLC" as possible.

Security Team

- ☐ Secure the premises concentrating on the outside perimeter.
- ☐ Upon the arrival of the Police, they should turn over control to the officers, but maintain their vigil and assist in any way requested or required

POWER / UTILITY OUTAGES

- ☐ Secure all available emergency lighting and communications equipment for distribution from the Front Desk. Break out battery operated radios and flashlights with extra batteries.
- ☐ Check all elevators for trapped guests. Follow "Elevator Procedures" for trapped guests.

- ☐ Check for any rooms occupied by guests with disabilities, advise them of the situation and provide assistance.
- ☐ Check all rooms and stairwells for guests and associates.
- ☐ Attempt to determine the cause of the power failure and how long it will continue. Call the utility company
- ☐ Secure and restrict entrance to all walk-in coolers and freezers.
- ☐ If power is going to be out for a long period, use available persons for security and notify the police and fire departments.
- ☐ Plan ahead to restore limited guest services (i.e. food service, housekeeping, etc.) if power failure lasts.
- ☐ Turn off power on all operating electrical and mechanical equipment, such as washing machines, dryers, dish washers, computers, etc.
- ☐ Designate a location where guests can get updated information.
- ☐ Turn off all gas operating equipment.
- ☐ Remain Calm.
- ☐ Call M.O.D., General Manager and Chief Engineer.

BRINGING POWER BACK ON LINE

Bring hotel power back up in stages.

- ☐ Reset electrical main switch gear one at a time.
- ☐ Bring on interior lighting.
- ☐ Bring on exterior lighting.
- ☐ Reset phone system and computers.
- ☐ Bring on heating systems – large.
- ☐ Bring on HVAC for rooms.
- ☐ Bring on all remaining systems.

BOMB THREAT PROCEDURES

Search Plan

Any determination to evacuate should be made by the General Manager or senior manager present, as the police may not assist in this decision. The following factors may be considered:

- ☐ Was a suspicious object or devise is found?
- ☐ What special guests are in the hotel? (are any controversial)
- ☐ What functions are being held at the hotel?
- ☐ Have there been any recent bombings in your city?
- ☐ Have there been any recent bombings within the hotel chain?
- ☐ Did anyone claim credit for planting the bomb, and what is the group's reputation?
- ☐ Were bomb threats received by other area hotels at the same time?
- ☐ Has anything happened socially or politically that would make this threat plausible?
- ☐ Was there any specific information in the message that would affect the credibility of the threat?
- ☐ If a telephone threat, is there anything about the voice that would give or remove credibility?
- ☐ Review the checklist and fill it out with the person who received the bomb threat.
- ☐ It may be decided to contact other hotels in the area to determine if they have received a similar threat. If so, a designated person will be assigned to this task.
- ☐ The General Manager, Security Manager, Manager on Duty or Chief Engineer should initiate a search plan if deemed appropriate.
- ☐ Do not use radio communication during a search of the hotel.
- ☐ Associates should be assigned to search areas they are most familiar with. For example, Engineering personnel could inspect mechanical rooms better than other personnel.
- ☐ It should be remembered that rest rooms and stairwells, as well as any trash containers, have been used for bomb placement in the past, since access is easy. Lobby and other public areas would be prime locations also.
- ☐ Start with the most accessible areas, such as areas open to the public, receptions areas, rest rooms, areas containing service equipment, stairways, fire hose and fire extinguisher cabinets.
- ☐ Move through the building systematically, floor by floor.
- ☐ Search each area thoroughly, listen for unusual sounds.
- ☐ Search in sweeps, from floor to waist, from waist to chin, from chin to ceiling, and finally ceiling area.

- ☐ When the police arrive, they should be placed in charge and the hotel staff should assist as directed. If they decline to provide direction, then management should proceed with the search.
- ☐ If a bomb or suspicious object of any type is found, it should not be disturbed. The bomb squad should be brought in and the area around the suspected object should be evaluated.
- ☐ Evacuate the property and allow the police and fire department to take charge.
- ☐ Initiate damage control procedures: shut off gas or fuel oil that might contribute to fire or explosion.
- ☐ A detailed report should be written giving all details of the threat and response. This will be important for handling future bomb threat incidents.

TOXIC SPILLS

Toxic Spills/Chemicals

- ☐ In the event of a serious toxic spill on property, on the adjacent roadway or freeway, contact local fire and rescue units. The fire chief at the scene, in coordination with the hazardous materials unit, will supervise and coordinate any evacuation needed and will assist in securing the area.
- ☐ *Always contact your Regional Manager and Regional Engineering Manager concerning any type of toxic spill or hazard*
- ☐ Each property should pre-identify a Hazardous Waste Company to do clean up. Most states require the spill site to obtain an EPA Number in advance of the clean up.

FLOODING

The hotel will maintain a current plan to cover both natural flooding and/or extensive damage due to ruptured water mains, ensuring minimal damage and maximum guest convenience and services.

In The Event Of A Pending Natural Flood, The Following Steps Should Be Taken:

- ☐ Ensure that all guests and associates have received proper communication as to what is occurring.
- ☐ If the situation could lead to long-term disruption of basic services, guests should be relocated to accommodations outside the flood plain.
- ☐ All food items need to be secured and stored as high as possible.
- ☐ All equipment, tools, and supplies need to be placed in high storage.
- ☐ All furniture and fixtures on ground floors should be moved to higher locations.
- ☐ Shut off all unnecessary power and utilities.
- ☐ Have adequate sand bags ready to secure building perimeter.
- ☐ A cleanup contingency plan will be treated for the hotel to include:
 - ☐ Security against looting.
 - ☐ A full inspection crew to be ready, once the water subsides, to review the entire building and assess damages.
 - ☐ Senior management will prioritize and assign clean up projects.
- ☐ DO NOT use domestic water supply.

In the event of broken water pipes, the following areas need to be addressed by each unit:

- ☐ All water leaks or damage should be reported immediately to Front Desk. The Front Desk will notify appropriate staff of the location and type of problem.
- ☐ The location of all area shut off valves must be available so the source of the flood can be stopped (Refer to utility shut off section at the end of this manual).
- ☐ Once the damage is verified the Front Desk will be notified as to its extent. At this time the hotel manager should be notified of the situation

ELEVATOR EMERGENCIES

When Emergency Occurs

- ☐ Front Desk will contact the Engineer On Duty or Security in order to reset elevator.
- ☐ Front Desk will maintain phone contact with trapped occupants.
- ☐ If hotel staff is unable to immediately reset the elevator car, the elevator service company should be contacted, regardless of the time of day or night.

- ☐ Only elevator service associates or fire department personnel should correct elevator malfunctions or evacuate anyone from an elevator.
- ☐ If occupants are stranded in an elevator during a malfunction, they should not be evacuated unless it is a life-threatening situation. If it is a life-threatening situation, then call the fire department and they take charge. Also, be sure to contact the elevator service company.
- ☐ Management should maintain constant contact with passengers who are trapped inside. Assure them they are safe, caution them not to panic, warn them not to force the doors open and let them know what steps are being taken to free them.
- ☐ Ask the people trapped if you can contact someone for them.
- ☐ Communications with the passengers must be maintained until they are evacuated from elevator.

After An Emergency

- ☐ Fill out incident report.
- ☐ If there were injuries, complete reports as necessary.
- ☐ Following an elevator emergency, a thorough investigation should be taken to assure that it is not repeated. The elevator system should be inspected by licensed personnel.

ARMED ROBBERIES

The primary concern during any armed robbery is for the safety of hotel guests and associates. No security officer, or other associate, should jeopardize his or her personal safety to prevent a robber from escaping. No action should be taken which might cause gunfire or violence.

- ☐ Put up no resistance---give up the money.
- ☐ Consider all guns to be loaded.
- ☐ When it is safe, the associate should dial "911" to inform the police of robbery and/or alert ADT.
- ☐ Then notify General Manager, Security & MOD.
- ☐ Be prepared to provide police dept. with detailed descriptions of robbery suspects.
- ☐ Notify your Regional Manager and Regional Director of Loss Prevention.

MEDICAL EMERGENCIES

- ☐ Anyone finding a person in need of emergency medical attention must immediately summon help.
- ☐ If the illness or accident is serious, the guest may not be able to make a rational decision. If you think medical help is needed, call for the paramedics. The emergency medical staff can make a proper determination. Do not leave the person alone in the room.
- ☐ If you are near a phone, call "911". If you are not near a phone, send someone to make the call for help.
- ☐ Upon receiving notification of a medical emergency the Front Desk will immediately call 911 and dispatch the emergency response team (Security, Engineering, MOD) to the scene with a "Code 3" status.
- ☐ Before approaching the victim, insure that the scene is safe. If there is a hazard, stay away and await the arrival of the (fire dept.)/Paramedics.
- ☐ If you are trained in first aid, begin by assessing the injury or illness. Always make use of a barrier when making contact with a victim who may be losing body fluids. Administer life saving procedures if appropriate and if you are trained.
- ☐ Send someone to direct the Fire Dept./Paramedics to your location.
- ☐ Security will secure the scene and, if applicable, attempt to locate any witnesses. A complete report will be submitted.
- ☐ Inventory the guest's belongings in the presence of a witness and store them in a secure area if it appears that the guest may not be returning to the hotel. Obtain a receipt when the items are claimed.
- ☐ Do not transport any injured guest in hotel or personal vehicles. Call for ambulance service.
- ☐ Always follow proper bloodborne pathogen procedures



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2022

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).

PRODUCER The Mielak Group 1750 Hwy 160 West Ste 101-288 Ft. Mill, SC 29708	CONTACT NAME: PHONE (A/C, No, Ext): (803) 746-7850 FAX (A/C, No): (803) 746-4844 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: North American Specialty Ins. Co.	
	INSURER B: Travelers Property & Casualty Co of Am.	
	INSURER C: Allied World National Assurance Co.	
	INSURER D:	
	INSURER E: United States Liability Insurance Co.	
	INSURER F:	

INSURED Danville Development Corp, ETAL 5327 Jefferson Davis Hwy., Fredericksburg, VA 22408

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A E	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	CSP000183400	01/18/2022	01/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000	
	Employment Practices	X	X	EPL019G0489	12/01/2021	12/01/2022	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	CSP000183400	01/18/2022	01/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X	0312-5805-318160	07/15/2021	07/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	X	UB-3293T879	7/15/2021	07/15/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property (All Risk) AOP Deductible - \$2,500 W/H Deductible - \$2,500 Named Storm Deductible - \$50,000	X	X	FSP100183300	01/18/2022	01/18/2023	Building \$ 12,540,442 Bus. Per. Prop \$ 1,750,000 Bus. Income \$ 2,300,000	

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

* It is noted that the Certificate Holder is also listed as Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

University of Mary Washington 1301 College Avenue Fredericksburg, VA 22401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 30 WRITTEN NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Andy Mielak

ATTACHMENT E

RFP UCPUMW 22-1390 Proposal Submission Checklist

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal **MUST** be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- Pre-proposal Conference – June 16, 2022 at 10:00 a.m. in the Eagle Village Executive Offices, suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. List of attendees to be emailed to Contract Officer by June 14, 2022.
- No Questions Accepted after 2:00 p.m., June 21, 2022. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., July 7, 2022- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted if the proposal is hand delivered or mailed.
- Proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum, and delivered to the address located on the RFP Cover Page. Proposals must be received at the address indicated on the first page of this solicitation no later than 2:00 p.m., July 7, 2022.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

☒ **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

☒ Offeror is registered in eVA.

Documents/Information to Submit:

☒ Completed and signed RFP cover page.

☒ Any/All signed addenda.

☒ 1 Electronic Copy of Proposal (Original and Redacted, if required) – accompanied by 1 hard copy submission.

☒ Attachment A – completed pricing information included in the proposal.

☒ Attachment B – completed Subcontracting Plan included in the proposal.

☒ Attachment D – completed Response Summary included in the proposal.

☒ Address all items specified in Section VI B in the proposal.

☒ Certificate of Insurance.

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: June 10, 2022		
RFP NUMBER & TITLE: UCPUMW 22-1390		
PROPOSAL DUE DATE & TIME: 2:00 p.m., July 7, 2022	NOTE: Proposals received after the due date and time cannot be accepted.	
PROPOSAL DELIVERY ADDRESS:	University of Mary Washington Procurement Services /Reference #URFPUMW 22-1390 Eagle Village Executive Offices, Suite 480 1125 Emancipation Hwy., Fredericksburg, VA 22401	
WORK LOCATION:	<input type="checkbox"/> All Campuses <input checked="" type="checkbox"/> Fredericksburg <input type="checkbox"/> Stafford <input type="checkbox"/> Dahlgren	
COMMODITY CODE(S):	97130	
PRE-PROPOSAL CONFERENCE:	<input checked="" type="checkbox"/> Optional <input type="checkbox"/> Mandatory <input type="checkbox"/> N/A	DATE & TIME: 10:00 a.m. June 16, 2022
PRE-PROPOSAL LOCATION:	Eagle Village, 1125 Emancipation Highway, Fredericksburg, VA, Suite #480	
CONTRACT OFFICER:	Ken Manahan	EMAIL: kmanaha2@umw.edu
PERIOD OF CONTRACT:	One year from date of award with nine (9) one year renewal options.	

In compliance with this Sealed Request for Proposal (RFP) and to all the conditions imposed therein, and hereby incorporated by reference, the undersigned firm offers and agrees to furnish the goods/services in accordance with attached signed proposal or as mutually agreed upon by subsequent negotiation. The undersigned firm hereby certifies that all information provided in response to this RFP is true, correct and complete.

By signing this proposal, you are certifying that you are an authorized representative of the offering firm and that the firm's principals or legal counsel have reviewed the Request for Proposal General Terms and Conditions and any Special Terms and Conditions. Any exceptions to the General or Special Terms and Conditions must be clearly identified in your proposal. No exceptions can be taken to those General or Special Terms and Conditions that are mandated by law. If no exceptions are identified in your proposal, it is understood that the provisions will become a part of any final agreement.

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Legal Name of Offering

Firm: _____

Address of Offering Firm: _____

[DSBSD](#) Certification No.: _____

Expiration Date: _____

eVA ID: _____

Tax ID: _____

Email: _____

Telephone: _____

Website: _____

Fax: _____

Submitted By (Print Name & Title): _____

Signature (In Ink): _____

Date: _____

SEALED REQUEST FOR PROPOSALS (RFP)

- I. QUESTIONS/INQUIRIES:** All inquiries for information should be directed via email to the contract officer listed above, referencing the RFP by title and number. No questions will be accepted after 2:00 p.m., June 21, 2022.
- II. PRE-PROPOSAL CONFERENCE:** A optional pre-proposal conference will be held on June 16, 2022 at 10:00 a.m. in the Eagle Village Executive Offices, suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. See Pre-Proposal Conference clause in the Special Terms and Conditions.
- No attendee will be permitted access to the conference after 10:00 a.m.
 - It is recommended that a copy of the RFP is brought with you to the conference.
 - As of the date of this solicitation, face masks are optional for attendees.
 - Potential Offerors shall email the Contract Officer with the names of attendees no later than 2:00 p.m., June 14, 2022.
- III. PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the goods/services described herein must reach the Proposal Delivery Address Shown on Page 1 and be appropriately date/time stamped by the Procurement Services Official Time Clock prior to the proposal due date/time in order to be considered. **It is the responsibility of the offeror to ensure that the proposal is received on time.**
- Proposals must be submitted in a sealed envelope or container that clearly identifies the contents as a response to this RFP.
 - Proposals may be hand delivered or sent via United Postal Service or Express mail. If mailed, be sure to leave sufficient time for the package to arrive on time.
 - UMW Procurement Services Office is located in the Eagle Village Executive Offices, Suite 480, and can only be accessed by a single elevator that accommodates the entire building. There is no stair access without a keycard. It is imperative that you allow adequate time to make a delivery.
 - UMW requires the inclusion of a clearly marked redacted proposal, both electronic and hard copy, if any portion of the Offeror's proposal contains proprietary information. Refer to Section VII of this solicitation for information on redacted information.
 - Proposals may be delivered any time prior to the due date and time specified on page 1 of this solicitation. **During the week of July 4, 2022, hand delivered proposals will only be accepted between the hours of 8:00 a.m. and 5:00 p.m. on July 5th and 6th, 2022, and on July 7, 2022 between the hours of 8:00 a.m. and 2:00 p.m. The University is closed on July 4, 2022.**
- IV. ADDENDA:** Any changes resulting from the University's requirements will be issued in an addendum and will be posted on the eVA website: <http://www.eva.virginia.gov>. It is the sole responsibility of the Offeror to check for all changes to the RFP prior to submission.
- V. INCLEMENT WEATHER/SUSPENDED SCHEDULE:** Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather, will be rescheduled for processing at the same time on the next regular business day. It is your responsibility to check UMW's website or call for closing information: www.umw.edu or (540) 654-2424.
- VI. PUBLIC RELEASE OF INFORMATION:** UMW utilizes a Public Contracts Portal (Cobblestone) <https://umw.cobblestonesystems.com/public/> for posting of procurement documents, including winning proposals. Further, if the resulting contract includes cooperative language, the VASCUPP public portal

<https://vascupp.org/contracts.php> will be used to house relevant procurement documents, including winning offeror's proposal.

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Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules 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.

I. PURPOSE:

The intent and purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified businesses that are located within eight (8) miles driving distance from the University of Mary Washington's Fredericksburg, VA campus ("UMW" or "University") have a minimum of ninety (90) guest rooms, and not have direct access to rooms from outside the establishment. A term contract will be established through competitive negotiations, potentially with a multiple number of qualified firms to provide lodging accommodations, at discounted rates per room night, for members of the University' community, in conjunction with and for, but not limited to, the University's Athletics program, Theatre Department, Commencement, Summer Orientation, Family Weekend, Homecoming, Alumni Weekend, visiting artists, faculty candidates, University business, and various other events.

II. ORGANIZATION OVERVIEW:

Founded in 1908, the University of Mary Washington, is a premier, selective, coeducational, public liberal arts institution that offers rigorous academics in small classroom settings, innovative master teachers, a supportive campus community that values honor and integrity, and a civically, socially, and intellectually engaged community. Located within the Commonwealth of Virginia in Fredericksburg, UMW resides within an hour's drive of both the nation's Capital of Washington, D.C. and the State Capital of Richmond, offering students unique opportunities for internships, research excursions, and recreation. The University currently consists of three colleges for Arts and Sciences, Business, and Education, and two additional campuses: one in Stafford, VA and the other in Dahlgren, VA. For more information about the University of Mary Washington: <http://www.umw.edu/about/>.

III. BACKGROUND:

During each academic year, the University sponsors events that require lodging accommodations for various athletic, academic, cultural, and social events, and for individuals from out of town who are either visiting UMW students or who may have business with the University. The University is currently contracted with the Country Inn & Suites, located at 1125 Patriot Highway, Spotsylvania, VA, under contract number UCPUMW 20-1063 currently scheduled to end December 31, 2022.

It is the goal of the University to have sufficient lodging capacity available to accommodate all out-of-town visitors (alumni, athletes, VIPs, families, friends, etc.) when required. Athletic Department events include approximately twenty-one (21) annual tournaments and regular season competitions that can be found on the Athletics Department's website at: <https://www.umweagles.com/landing/index>

The University's Theatre department has approximately 60 performances per year, for which parents and friends of performers require hotel accommodations, as well as visiting artists. Other University related events are identified within Section VII, O. These events are not all encompassing, and are subject to change.

University historical lodging usage data for calendar years 2017, 2018, 2019, 2020, and 2021 is provided on the following page. These figures represent reservations that were direct billed to the University, and reservations made by individuals visiting the University. For CY 2020 and 2021, for which the data is incomplete, reservations were impacted due to COVID-19 virus restrictions. The figures do not include reservations made for athletic tournaments and regular season competitions.

Historical Lodging Usage – Room Nights

Month	CY 2017	CY 2018	CY 2019	CY 2020	CY 2021
January	40	67	74	49	28
February	140	117	74	14	31
March	114	167	87	24	16
April	144	108	122	1	19
May	44	60	229	1	25
June	111	208	128	14	9
July	22	176	27	14	25
August	301	197	176	27	9
September	163	78	84	14	N/A
October	97	153	136	N/A	N/A
November	97	87	102	N/A	N/A
December	25	14	N/A	N/A	N/A
Total	1,298	1,432	1,239	158	162

IV. CONTRACT PARTICIPATION – COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:

- A. Under the authority of §6 of the Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia (copy available at <https://vascupp.org/sites/vascupp/files/2020-05/vascapp-governing-rules.pdf>), it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the contractor.
- B. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase goods and services in accordance with the contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from UMW. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- C. UMW shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that UMW is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

V. SMALL, WOMAN-OWNED AND MINORITY-OWNED (SWAM) PARTICIPATION:

It is the policy of the Commonwealth of Virginia to contribute to establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of Small (includes Micro) and otherwise Diverse Businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Offerors must be registered with the Virginia Marketplace, “eVA”, prior to the submission of a response to this solicitation. The following is the link to the registration page: [Register Now \(virginia.gov\)](https://register.virginia.gov)
2. Proposal Requirements - The University reserves the right to:
 - accept or reject any and all proposals, in whole or in part, received as a result of this RFP,
 - waive minor informalities,
 - issue a lowered evaluation of the proposal for failure to submit all information requested,
 - negotiate with any or all responsible vendors in any manner necessary to serve the best interests of the University, or accept the best proposal as submitted, without negotiation.

Any proposal submitted without a signature binding the Offeror to the proposal will be considered non-responsive and may be rejected. This Request for Proposal creates no obligation on the part of the University to award a contract or to compensate vendors for proposal preparation expenses.

3. Protection of Trade Secrets/Proprietary Information: The Virginia Freedom of Information Act “FOIA” requires release of any procurement documents that are not appropriately marked and protected through the Trade Secrets or Proprietary Information provisions outlined in the paragraphs below.

If the Offeror intends to protect any Trade Secrets or Proprietary Information, they must:

- invoke the protection of the Code of Virginia, § 2.2-4342F, **in writing**, stating the reasons why protection is necessary, and
- submit, at the same time as the original proposal submission, a separate redacted version of the proposal which contains identical content, but blacks out any protected information not appropriate for public release. ***If a redacted proposal is not received at the same time as the original proposal, no part of the document may later be protected by the Offeror and restricted from public review.***

The designating of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw the entire proposal designation as redacted, the proposal will be rejected.

4. Oral Presentations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the University. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. *Oral presentations are an option of the university and may not be conducted. Therefore, proposals submitted in response to this RFP should not be submitted with the presumption that there will be opportunities to revise that proposal after submission.*
5. Site Visit: The University reserves the right to conduct a site visit at an Offeror’s proposed facility, which will be scheduled in advance. Attendees will consist of employees of the University.
6. Number of Proposals Required: One (1) printed original and one (1) electronic media version (Flash Drive only) of each proposal is required. Please make sure the electronic version is not password protected without submitting the password, or corrupted prior to submitting. One (1) separate printed original and one (1) separate electronic media version (Flash Drive only) clearly marked “Redacted Copy” must be submitted if required by the Offeror.

7. Proposal Formatting and Content: Proposals should be as detailed as possible so that the University of Mary Washington may properly evaluate the Offeror's capabilities to provide the required services. Proposals should be:
- Prepared simply and economically, with the ability to be recycled
 - Held together by a simple staple, a binder clip, or a three-ring binder if necessary (semi-permanent or non-recyclable materials, such as plastic combs or spiral wire, are not preferred binding methods per the University's sustainability initiatives)
 - Dual-side printed where practical
 - Bound in a single volume where practical
 - Straightforward and concise
8. Limited Contact: To ensure timely and adequate consideration of your proposal, Offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the UMW Procurement Office Contract Officer indicated on the face of this document for the duration of this Procurement process. Failure to do so may jeopardize further consideration of an Offeror's Proposal.

B. SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Proposals should be as thorough and detailed as possible. Offerors are required to submit the following information within the proposal in order of appearance and as referenced below:
- a. Completed and SIGNED RFP cover page: Proposals shall be signed by an authorized representative of the Offeror.
 - b. Capability: Describe the Offeror's capability to provide successful services if awarded; including but not limited to the following:
 - I. Brief background, description and history of the Offeror and the nature and scope of its operation.
 - II. Complete the responses within Attachment D ("Response Summary").
 - III. Identification of annual reservation blackout dates.
 - IV. Describe any special amenities the Offeror provides to its guests.
 - V. A description of the amenities included within each guest room type shall be included.
 - VI. Include the number of conference rooms within the facility and the capacity of each.
 - VII. Information regarding the level of assistance and support, in terms of personnel, designated website, electronic reservation system, etc. that will be specific to UMW.
 - VIII. Describe how the Offeror shall maintain records of reservations specific to UMW and ensure the contractual room rate will be properly assigned to reservations.
 - IX. Specify the Offeror's single point of contact, by title, for all communications with the University regarding University reservations, issues, questions, etc. during performance under the awarded contract.
 - X. Description of any experience providing similar services for institutions of higher education, state agencies or other governmental entities.
 - XI. Specify the driving distance, in miles, from the Offeror's location to the University's Fredericksburg, VA location. The basis for determining the mileage shall be specified. The address to use for mileage is 1301 College Ave., Fredericksburg, VA 22401.
 - XII. For the proposed lodging facility, the Offeror shall identify the American Automobile Association ("AAA") Diamonds rating and the Smith Travel Research ("STR") classification or other comparable ratings. Documentation shall be

included within the proposal that supports the rating/classification, and a description of the rating description.

- XIII. Describe the types of food available to customers during the hotel's complimentary breakfast, the breakfast hours of operation, and the days breakfast is provided. Also, identify if a restaurant is located within the facility.
- XIV. The lead times required for requesting a block(s) of rooms and the Offeror's terms for reserving blocks of rooms.
- XV. A description of the process to be followed to ensure the contract rates will be applied to reservations.
- XVI. Safety Assurance: Describe in detail the Offeror's safety standards, to include procedures for maintaining a safe environment for UMW Faculty, Staff, Parents, Students, Athletes and Guests while in residence. A copy of the hotel's written emergency management and safety information plans shall be included in the proposal package.
- XVII. Housekeeping practices: A written plan for housekeeping work practices shall be included.
- XVIII. The amount of lead time required to obtain a block of rooms for athletic tournaments and University events.
- XIX. Any other products or services that the firm is capable of offering in addition to the services required in Section VII of this RFP that would add value to the contract.
- XX. Complementary Rooms/Rebates. The Offeror shall describe a process by which complementary rooms and/or rebates shall be offered to the University.
- XXI. Describe the process followed when rooms are overbooked and relocation of visitors may be necessary.

c. Financial Proposal:

- I. Complete the Pricing Template in Attachment A by specifying a discount off the best available room rate ("BAR") at the time of the reservation for each of the following categories:
 - i. **Friends & Family:** Payment will be the responsibility of the individual making the reservation.
 - ii. **Guest Performers:** This category includes, but is not limited to, individuals performing in theatrical or musical events, for which the performers themselves are responsible for payment of their expenses.
 - iii. **Visiting Athletic Teams (Regular Season Competitions):** Payment will be by the visiting team's school. Rates billed for visiting teams from Virginia public institutions of higher education is addressed in section II., ii below.
 - iv. **Visiting Athletic Teams (Tournaments):** Tournaments will consist of multiple teams. Payment will be by the visiting team's school. The Commonwealth of Virginia public universities shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area.
 - v. **Special events:** This category includes, but is not limited to, the events identified in Section VII, O of this solicitation. For this category, the Offeror shall propose a not-to-exceed rate per room night for which the actual rate charged for an event may be lower.
- II. Indicate in Attachment A Offeror's agreement that the room rate shall not exceed the GSA Government per diem lodging rate for University direct paid reservations, employees of state and local governments, and visiting teams

from other Virginia public institutions of higher learning as follows:

- i. **Direct Billed to the University:** Lodging rates billed and paid directly by the University shall not exceed the Commonwealth of Virginia ("Commonwealth") per diem rate, for the Fredericksburg, VA area ([Per Diem Rate](#)), plus applicable tax.
 - ii. **State and Local Government Visitors:** Includes employees of state and local governments visiting UMW for business purposes for which the room rate shall not exceed the Fredericksburg, VA GSA Government per diem lodging rate plus applicable tax.
 - iii. **Visiting Teams from Virginia Institutions of Higher Learning:** The room rate shall not exceed the GSA Government per diem lodging rate, plus applicable tax, for the Fredericksburg, VA area.
- d. Subcontracting Plan: Offeror shall include within the proposal a completed Subcontracting Plan, Attachment B.
 - e. **Exceptions to any terms and conditions included with this solicitation must be identified within the Offeror's proposal.**

Please review the Proposal Submission Checklist, Attachment E, attached to this RFP prior to submission.

VII. STATEMENT OF NEEDS: The selected Contractors shall provide services as described below, inclusive of all labor, equipment, and currently existing real estate required in order to provide requested accommodations as detailed in this Statement of Needs.

- A. **Location:** The selected Contractors shall be within eight (8) miles driving distance of the University's Fredericksburg, VA campus located at 1301 College Avenue, Fredericksburg, VA 22401.
- B. **Quality Rating:** The lodging facility proposed shall have a minimum three (3) Diamonds rating from the American Automobile Association ("AAA") and a Smith Travel Research ("STR") rating of Upper Midscale or higher or other comparable rating system.
- C. **Guest Rooms:** The lodging facility shall:
 - a. have no less than a total of ninety (90) guest rooms,
 - b. have direct room access from within the building, not from outside,
 - c. have both standard double (2 beds per room) and single occupancy rooms, and may have the ability to add a cot,
 - d. have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window,
 - e. have rooms available that are "handicap accessible" or are ADA compliant. This would include items such as a raised toilet seat, grab bars, wider doorways, etc.,
 - f. be provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests,
 - g. be non-smoking only. The contractor shall notify the University's Contract Administrator of any non-compliance; however the University will not be responsible for any penalties or associated charges. The Contractor should provide a "designated smoking area" with proper signage.
- D. **Nightly Rates/Room:** Contract rates per room shall be established, and are made available by the Contractor until the last room is sold.

- a. Contract rates per room night shall be based on the percent discount off the Best Available Rate (“BAR”) at the time of the reservation for each of the following categories:
 - I. **Direct Billed to the University:** Lodging rates billed and paid directly by the University should not exceed the Commonwealth of Virginia (“Commonwealth”) per diem rate, for the Fredericksburg, VA area (“Per Diem Rate”), plus applicable tax.
 - II. **Friends & Family:** Payment will be the responsibility of the individual making the reservation.
 - III. **Guest Performers:** This category includes, but is not limited to, individuals performing in theatrical or musical events, for which the performers themselves are responsible for payment of their expenses.
 - IV. **Visiting Athletic Teams (Regular Season and Tournament Competitions):** Payment will be by the visiting team’s school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area.
 - V. **Visiting Athletic Teams (Tournaments):** Tournaments will consist of multiple teams. Payment will be by the visiting team’s school. The Commonwealth of Virginia public institutions of higher learning shall be billed at no more than the prevailing Government per diem rate for the Fredericksburg, VA area. Special room night rates may be negotiated due to the number of rooms required for tournaments.
 - VI. **Special events:** This category includes, but is not limited to, the events identified in Section VII, O of this solicitation, and may involve booking a block or blocks of rooms.
 - VII. **State and Local Government Visitors:** Includes employees of state and local governments visiting UMW for business purposes for which the room rate shall not exceed the GSA Government per diem rate for the Fredericksburg, VA area.
- b. At the time of booking, the Contractor guarantees that the University contract room night rate, established through this RFP and included within the resultant contract, is the highest discount offered and equates to the lowest room rate available. If the Contractor is offering a room at a lower rate, the Contractor will complete the reservation at the lower rate. The contractor will extend all University provisions of services, as detailed in this Agreement, regardless if the reservation was booked using the University rates or non-University rates.
- c. A process by which the University, Contractor, and guests shall follow, to ensure the correct applicable contract rate is applied at the time of a reservation, will be established.
- E. **Parking:** Parking facilities shall be available with adequate lighting or the Contractor should offer valet parking at the expense of the individual.
- F. **Security, Emergencies & Incidences:**
 1. If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the University or the occupant. If a situation occurs where a ‘lockdown’ takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests.
 2. The hotel shall have on site at all times a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays.
 3. The Contractor must meet all requirements of the Federal Emergency Management Act (FEMA), under the Hotel and Motel Fire and Safety Act of 1990, for which confirmation of such shall be provided within the proposal.
 4. The University’s designated Contract Administrator shall be notified of any incident occurring at the facility while UMW guests are in residence regardless of whether it involves them. However, only the individual guests will be responsible for any penalties or consequence of incidents or actions while on hotel premises.

G. Facility:

1. Facilities, furnishing and equipment shall be clean, pest free and in good repair.
2. The facility shall be compliant with National Food Service codes and standards, and appropriate personnel have been trained and certified in ServSafe procedures. Copies of certificates may be requested.

H. Reservations

1. Reservations Direct Billed to the University

- a) For reservations direct billed to the University, no additional amenities or expenses charged to the room will be the responsibility of UMW, and will be charged directly to the guests. Any and all fees incurred by UMW guests such as laundry, dry-cleaning, food, alcohol, movie rentals, telephone call charges, extra occupants, etc., shall be collected from the UMW guests who incurred the charges at the time of check-out. Exceptions shall be addressed when the reservation is made.
- b) The Contractor shall guarantee the University requested rooms per night, with seven (7) nights a week arrival potential. The University will contact the hotel a minimum of twenty-four (24) hours in advance of any routine lodging need.
- c) All reservations made by the University, for which confirmation is received, shall be guaranteed, and cannot be canceled by the Contractor for any reason.
- d) Should the Contractor be unable to honor a confirmed reservation due to overbooking, it is the responsibility of the Contractor to first contact the other UMW Contractors for accommodations, at no additional cost to the University. If none of the other contracted hotels are able to accommodate, the Contractor shall find another comparable commercial hotel, preferably within the same proximity to the University as the Contractor's, and no further than an eight mile drive from the Fredericksburg campus. The standards set forth in the contract shall be met, at the contracted rates, and at no additional cost to the University. Alternative accommodations must be completed within one (1) hour of cancellation. The UMW representative who made the reservation must be contacted immediately once the overbooking is identified. Confirmed reservations, cancelled by the Contractor, shall be included within the required monthly report. Failing to honor a confirmed reservation more than three times within a contract period may be grounds for termination of the contract.
- e) The Contractor shall utilize the reservation list (order), as provided by the University, to reserve rooms and confirm room blocks within four (4) hours of receipt of order. Confirmation shall be sent to the University's authorized point of contact provided, preferably by e-mail, or alternately by fax.
- f) The Contractor shall maintain the University's reservation list reflecting dates, length of stay, and collect occupant's signature during check-in or check-out. This will be returned to the University electronically for certification/verification of performance, on a monthly basis. The University shall only pay for rooms used for reservations originating with authorized University point of contact. UMW will not be financially responsible for costs associated with late check-out or no-show.
- g) The Contractor shall waive reservation cancellation fees.
- h) The University reserves the right to request lodging from the Contractor with 2-hour notice upon occurrence of a documented emergency, which may result from the weather, an issue with a facility on campus, etc.
- i) the Contractor shall not bill the University at a room rate that exceeds the prescribed Government per diem rate effective at the time of the reservation. [Per Diem Rate](#).

2. Individual Reservations – UMW “Friends & Family”, Visiting Sports Teams, Performers, State & Local

- a) If the Contractor cannot accommodate a confirmed reservation request (due to overbooking), it shall be responsible for contacting the other Contractors first to find alternative lodging at no additional cost to the guest. If the Contractors are unable to accommodate, the Contractor shall find another comparable commercial hotel, within an eight (8) mile drive to the University, which meets the standards set forth in the contract and at the contracted rates with no additional expense to the individual or the visiting sports team. Alternative accommodations must be completed within one hour of cancellation.
3. *Blocks of rooms:* Upon the request by a University representative, the Contractor will provide a block(s) of rooms for UMW sponsored events, for which the formal reservations shall be made and paid by the individuals attending or directly paid by the University, dependent on the event. Rooms within a block shall be available for the duration of the date range provided by UMW.
4. *Blackout Dates:* Blackout dates shall be provided by the Contractor, and updated for changes as necessary.
- I. ***Contractor Point of Contact:*** The Contractor shall provide a single point of contact for all communications with the University regarding University reservations, issues, questions, etc. The individual shall be knowledgeable of the contents of the awarded contract.
- J. ***Student Placement:*** Contractors shall offer UMW a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth [Per Diem Rate](#) for lodging, plus tax.
- K. ***Check In/Check Out (University Direct Billed Reservations):*** The following procedures shall be followed by the Contractor when reservations are directly made and paid by the University.
 1. At the time of the check-in, the Contractor shall compare the University discounted room rate to the best available rate being offered. If the best available rate is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. This shall be the UMW Guaranteed Lowest Rate. The room rate may not exceed the Government per diem rate in effect at the time of the reservation.
 2. The Contractor shall retain a credit card or contact information from the UMW guest for all extra services (phone charges, additional room occupants, room service etc.) not specified or not normally included in the room rate. These expenses shall be paid for by the individual(s) requesting and receiving the extra service. The University shall not incur liability in this instance and it is the Contractor's responsibility to collect these charges from the individual(s).
 3. The Contractor shall provide a check in/out service on a 24-hour basis, 7 days a week. The lodging facility agrees to inform all UMW guests who are assigned accommodations and who incur another day's lodging charge because of failure to meet the required check out time that they do so at their own expense. The University shall not incur liability in this instance.
- L. ***Hotel Services:***
 1. University guests shall be afforded the same customer considerations, courtesy and respect as all other facility guests.
 2. Contractor shall offer complimentary breakfast.
 3. Contractor shall offer free wireless or wired internet connection within the room.
 4. Contractor shall offer laundry services to guests; however, all guests will be responsible for payment for this service at check-out (billed to room). UMW will not be responsible for payment of charges associated with laundry services.
 5. Contractor shall offer some type of meeting space or conference area.

6. Contractor may offer a complimentary shuttle service to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. Shuttle service shall also be provided for access to the Fredericksburg campus. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request.

M. Contractor Provided Reporting:

1. Monthly reports showing
 - a) Number of nights booked and spend
 - b) Conference and catering spend
 - c) Number of confirmed reservations that were not accommodated
 - d) Cancellation and attrition fees
 - e) As required, Contractor's corrective actions for complaints filed with the University.
2. Other reports as requested by the University

- N. University Athletic Department:** The University supports nine (9) men's and twelve (12) women's sports teams that compete in the Coast to Coast Conference (C2C) throughout the academic year. In addition to UMW, members of the C2C are: 1) UC Santa Cruz, Santa Cruz California, 2) Christopher Newport University, Newport News, Virginia 3) Finlandia University, Hancock Michigan 4) Mount Mary University, Milwaukee, Wisconsin, 5) Pratt Institute, Brooklyn NY 6) Salisbury University, Salisbury Maryland

The UMW sports seasons consist of regular season games (primarily against conference teams), tournaments (majority of participants are from out-of-town), and end of season championship tournaments (participants are from out-of-town). It is estimated that during the period of mid-August through early May, the Athletics Department will host approximately twenty-one (21) tournaments/events requiring one or two overnight stays of two or more teams for each. Refer to Attachment A for a list of the 2019/2020 tournaments. There are, on average, an estimated 120 UMW regular season home games, for which, some teams may require overnight stays. *The days of the week with the highest number of athletic events are Thursday through Sunday.*

The University's ability to: 1) host high quality talented collegiate teams during various tournaments held throughout the year; 2) successfully bid to host NCAA Division III Championships; and 3) provide the visiting teams and officials a satisfactory experience, is dependent, in part, on the University's ability to provide good quality, economically priced lodging facilities that meet the needs of the visiting teams and officials, and in some instances can be reserved on very short notice.

1. In addition to the requirements and terms as specified within Section VII, subsections A through M of this RFP, the Offeror agrees to provide the following to the University Athletic Department:
 - a) A total of fifty (50) complementary room nights to be used at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for tournaments throughout the year.
 - i. In return for the 50 rooms, UMW Athletics will display two (2) 8' x 3' acknowledgement logo banners, one in the Anderson Center, and one at the Battlefield outdoor sports complex, a logo and hyperlink on the UMW Athletics Website and an invitation to the Homecoming VIP tailgate reception
 - b) Standard double occupancy rooms only (two beds per room to which a cot may be added).
 - c) Complementary rooms for coaching staff attending UMW tournaments.
 - d) Dependent on each Contractor's ability to sponsor tournaments and provide

accommodations as needed, for which final determination which shall be made on an annual basis, the University Athletic Department, at its discretion, will provide the following:

- I. The basketball tournament will contain the name of the Contractor within the title name as follows: “[Hotel Sponsor Name] Tip-Off Classic”.
 - II. Opportunity for signage recognition at the Anderson Center Indoor sports facility and Battleground outdoor complex.
 - III. Game sponsor opportunities twice per calendar year.
 - IV. Advertisement opportunity in athletic programs and promotional materials.
 - V. Opportunity for Public Service Announcements at various contests.
 - VI. Tournament Contractor sponsors will be determined on a year-by-year basis
- O. University Special Events:** Throughout the year, the University sponsors various educational, cultural, and social events that benefit the University community, and which also provide outreach opportunities and economic benefits to the local communities and businesses. Provided below is a list consisting of, but not limited to, University sponsored events and activities for which lodging accommodations will be required on an annual basis. This list is subject to change.

University Events & Activities

- | | |
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| <ul style="list-style-type: none"> ❖ Board of Visitors Meetings* – mid-month in September, November, February, and April (Approximately 100 to 120 nights/year) ❖ Great Lives Annual Speaker Series* - mid-January through mid-April (Approximately 25 nights per year) ❖ Theatre, 60 performances per year. (Approximately 30 to 40 room nights per year.) ❖ Washington/Alvey Scholars* – Mid-March (Approximately 30 standard double bed/queen size rooms per year) ❖ Alumni Speakers for Enrollment Events* – Various dates (Approximately 7 – 12 nights per year) ❖ Reunion Weekend - Annual (Approximately 75 Rooms) ❖ Alumni Association Board of Directors Mtg. – 3 time per year (Approximately 30 nights per year) | <ul style="list-style-type: none"> ❖ Beginning Year Move-In – Mid-August (Approximately 80 nights total) ❖ Commencement Weekend – Annual, 2nd weekend in May (Lodging for families, friends of graduates, and Board of Visitors) ❖ Summer Orientation Preview - Annual (Lodging required for guests of 950 Students for two nights) ❖ Homecoming Weekend– Mid-October (Normally over 300 returning students) ❖ Family Weekend - between mid-September and mid-October (A block of approximately 50 or more rooms) ❖ Various Conferences & Training – dates will vary ❖ Guest Speakers & Lecturers – dates will vary ❖ Recruitment Events - dates will vary ❖ Employment Candidates – dates vary ❖ Volunteer Leadership Summit – Biannual (Approximately over 100 Alumni) |
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**Reservation made and paid directly by the University and subject to the GSA Government per diem rate for the Fredericksburg, VA area.*

1. In addition to the requirements as specified within *Section VII, subsections A through M* of this RFP, each awarded Contractor agrees to provide the following to the University:
 - a) Five (5) complimentary room nights, at a minimum, per contract year to be used at the discretion of the University. Contractor and the University shall agree on a methodology for the accumulation of additional complementary rooms and/or rebates beyond the five rooms.
 - b) Complementary use of a hospitality suite per contract year to be used at the discretion of the University.
 - c) Access to corporate member rewards/points program with scalable benefits with

- increased usage by the University.
- d) For hosted events, the Contactor shall provide complementary use of a meeting room that meets the needs of the University based on availability.
- 2. The Contractor may have opportunities to promote their business given the various scenarios offered below:
 - a) At the University's discretion, Contractors may have an opportunity to host and/or sponsor university events, as listed in *Section O* above.
 - b) For a sponsorship fee of \$500 to the University, the Contractor shall receive an invitation to the sponsored event. The University may also provide public acknowledgement of the sponsorship, as appropriate (public service announcement, brochure, banner, etc.).
 - c) The University may identify the Contractor(s) on new student recruiting correspondence.
 - d) Name the awarded Contractor(s) as the preferred lodging facility for accommodation on mailings and advertisements to the University community for all local events.
 - e) Contractor's contact information for making reservations shall be posted on the University's website.
 - f) With prior written approval from the University, authorization to identify the University of Mary Washington in the Contractor's advertisements and brochures may be provided.
 - g) The University may work with the Contractor to establish an internship program for University students.

VIII. CONTRACT ADMINISTRATION:

- A. The Business Services Administrative & Licensing Coordinator, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator shall not have authority to approve changes in the services which alter the concept or which call for an extension of the contract term. Any modifications made to the contract must be authorized by the University's Procurement Services Department through a written two-party modification to the contract.

IX. EVALUATION AND AWARD CRITERIA

- A. Evaluation Criteria - Proposals shall be evaluated by the University of Mary Washington Evaluation Committee using the following criteria:

Criteria	Point Value
Capability: How well the Offeror's response meets the requirements as specified within the Statement of Needs and is a best fit for the University.	55
Pricing: Reasonableness of proposed room night rates	40
Small Business Subcontracting Plan	5
Total	100

X. GENERAL TERMS AND CONDITIONS:

Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract: https://adminfinance.umw.edu/procurement/files/2020/10/UMW-Mandatory-General-Terms-and-Conditions-v2_newlogo.pdf

XI. SPECIAL TERMS AND CONDITIONS:

A. SOLICITATION:

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract resulting from a competitive solicitation process for any dollar value, or sole source procurement valued at over \$50,000, the University will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

ACCEPTANCE PERIOD: Any offer in response to this RFP shall be valid for 120 days from the due date of the RFP. At the end of the 120 days the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the offer shall remain in effect, as-is, until an award is made, or the RFP is canceled. If the offer specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

ACCOMMODATION SELECTION: The University reserves the right to determine the Contractor or combination of Contractors that shall provide the necessary accommodations to ensure the overall lodging needs are met for each specific UMW activity or event.

AWARD – RFP: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror(s) which, in its opinion, has offered the best overall combination of quality, price and various elements of required goods/services, as stated in the solicitation, which in total are optimal relative to the agency's need, and shall award the contract to that offeror(s). The University may cancel this Request for Proposal, reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rule §16). Should the University determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, or if in the sole opinion of the University it is in the University's best interest to award to only one offeror, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. The University, in its sole opinion, reserves the right, if determined to be in the best interest of the University, to make:

- a separate award of each item,
- an award of a group of items,
- an award either in whole or in part,
- a single award, or
- a multiple award

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this RFP, I certify that this firm/individual and any subcontractors are properly licensed for providing the services specified, and shall remain properly licensed during the life of the contract. Additionally, it is understood that the Offeror may be asked to provide proof of this licensure at any time by the University.

CONTROLLING VERSION: The PDF version of the solicitation and any addenda issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any

modification and/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by UMW Procurement Services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, UMW reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form (PDF) issued by UMW Procurement Services.

DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or any affiliated agency from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

The signed bid/proposal must be submitted in a separate sealed envelope or package. The envelope or package should be addressed as directed on Page 1 of the RFP. If not hand-delivered, the Offeror takes the risk that the envelope, even if marked as described below, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand-delivered to the address listed on Page 1 of the RFP. No other correspondence or proposals should be placed in the envelope.

Name of Offeror			Proposal Due Date & Time
UMW	RFP	Number	UMW RFP Title
Street #/Name or P.O. Box #			City, State and Zip Code

LATE BIDS/PROPOSALS: To be considered for selection, bids/proposals must be received at the address listed on Page 1 of the solicitation no later than the designated date and hour. The official time used in the RFP is that time on the automatic time stamp machine in the location listed on Page 1 of the solicitation. Proposals received at this location after the date and hour designated are automatically disqualified and will not be considered. It is the sole responsibility of the Offeror to ensure that its proposal reaches the designated receipt location no later than the assigned date and hour.

QUALIFICATION OF OFFERORS: UMW may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to UMW all such information and data for this purpose as may be requested. UMW reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. UMW further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy UMW that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services contemplated herein.

UNDERSTANDING OF REQUIREMENTS: Your signature on your proposal submission certifies your understanding of the following:

- a. It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation.
- b. Therefore, all inquiries deemed to be substantive in nature regarding the specifications or other solicitation documents must be in writing and submitted to the responsible Contract Officer, whose name appears on the face of the solicitation, in the Procurement Services Office no later than five business days before the due date. Offerors must ensure that written inquiries reach the Contract Officer by the date stated in RFP. A copy of all queries and the respective response will be provided in the form of an addendum.
- c. Your signature on your proposal and submission thereof certifies that you fully understand the requirements of this solicitation and have familiarized yourself with all federal, state and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. Failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the vendor from any obligations with respect to its bid/proposal submission or to the contract.

OPEN ENROLLMENT: It is the intent of this Solicitation to have multiple open award enrollment periods, at the University's option, during the term of the contract. The University reserves the right to award a contract to a new Contractor(s) during these open enrollment periods. A contract awarded based on open enrollment will not have an end date beyond the end date of the first awarded contracts.

A request for proposals during an open enrollment period will be issued through "eVA", Virginia's Marketplace. Proposals will be evaluated in accordance with the original solicitation's evaluation criteria. Contractors awarded a contract prior to an open enrollment period will remain under contract, unless the contract is not renewed, and are therefore not required to submit a response to an open enrollment request for proposals.

PREBID/PREPROPOSAL CONFERENCE – OPTIONAL: An optional preproposal conference will be held at 10:00 a.m. on June 16, 2022 at the Eagle Village building, Suite 480, located at 1125 Emancipation Highway, Fredericksburg, VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

SOLICITATION COMMUNICATIONS: From the date of issue of this RFP by the University until an official award or intent to award is issued, or when the University rejects all proposals, all communications regarding information related to the solicitation must be through Procurement Services. Any contact with individuals outside of Procurement regarding information related to the solicitation may result in the rejection of any Offeror's proposal and/or cancellation of this RFP.

B. **CONTRACT:**

ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

CANCELLATION OF CONTRACT:

- a) Termination without cause: The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to honor all outstanding reservations, at the applicable contract rates, made prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all completed stays, for which the reservation was directly made by a representative of the University prior to the effective date of contract termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
- b) Termination for cause: If the Contractor is in default in the performance of any covenant, promise, term or condition of the resultant contract, and if such default is not cured within thirty (30) calendar days after the date of the written notice delivered to the Contractor, the University shall have the right to issue a unilateral modification to cancel the contract.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

- a) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b) The University may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - I. By mutual agreement between the parties in writing; or
 - II. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - III. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other

provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to faculty, staff, students or others will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the University's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the University of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions, or any University affiliated agency and/or corporation may access any resulting contract if authorized by the Contractor. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

The Contractor will notify the University in writing of any such entities accessing this Contract. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Contract no matter the circumstances.

The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spend among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

CONTROLLING VERSION: The PDF version of the contract issued by University of Mary Washington Procurement Services is the mandatory controlling version of the document. Any modification and/or additions by the Contractor shall not modify the official version of the contract issued by UMW Procurement Services unless accepted in writing by the University.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

EXTRA CHARGES PROHIBITED: The bid or proposal price shall be complete; and shall include all applicable freight and any other charges; extra charges invoked by the Contractor shall not be honored or paid. These charges, for example, shall include but not be limited to fees invoked by the vendor for the use of the credit card for payment of invoices, or any order-associated eVA fees.

FISCAL YEAR PROCESSING: The University of Mary Washington fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

INDEPENDENT CONTRACTOR RELATIONSHIP: In performing any and all of the services to be provided under this contract, the Contractor shall at all times and for all purposes be and remain an independent Contractor. In no case and under no circumstances shall the Contractor or any of its employees, including but not limited to those of its employees actually performing any of the services, have authority to make any representations or commitments on behalf of the University or be considered the agent of the University for any purpose whatsoever. No persons engaged by the Contractor in connection with the provision of Services shall be considered employees of the University. As between the parties, the Contractor shall be responsible for hiring, supervising, training and instructing those individuals performing the services and shall pay any required state and federal taxes on behalf of such persons and provide them with any legally required employee benefits.

INSURANCE: By signing and submitting a bid or proposal under this RFP, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers'

compensation insurance in accordance with §25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth 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.
- b) Employer's Liability - \$100,000.
- c) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- d) Automobile Liability - \$1,000,000 combined single limit. Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle).

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict UMW from acquiring similar, equal or like services from other sources.

NOTICES: Any official legal notice, demand, request, consent, approval or communication required by this Agreement to be provided in writing by either party, shall be addressed to the University or Contractor at their respective addresses entered below. These notices shall be sent via certified mail, return receipt requested, and shall be considered by the sender received within five (5) days of delivery to the U.S. Postal Service, or via the stamped evidence of delivery, whichever occurs first. Any unofficial notices or communications may be sent via electronic mail.

If to the University:
Attn: Procurement Services
1301 College Avenue
Fredericksburg, VA 22401

If to the Contractor:
Attn:
ADDRESS LINE 1
ADDRESS LINE 2

OWNERSHIP OF MATERIALS: Any furnished materials, including but not limited to reports, analyses, data, etc., shall remain the property of the University. All such items and materials shall be delivered to UMW in usable condition after completion of the work, and prior to submission of the final invoice for payment. Operating Manuals, procedures, or other documents written for carrying out contract services will remain property of the University once the contract is closed.

PROCUREMENT MANUAL: This solicitation and any resulting contract is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendor's

and any revisions thereto, which are hereby incorporated into this contract in their entirety. The manual may be viewed at <http://vascupp.org> under the “About” section at the top of the page.

RECYCLING POLICY: It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff, where possible.

RENEWAL OF CONTRACT: This contract may be renewed by the University upon written agreement of both parties for nine (9) successive one year periods, under the terms of the contract, and at a reasonable time (approximately 90 days) prior to the expiration. Only at the time of renewal may prices be negotiated for the upcoming term.

SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

TITLE IX: Educational institutions that receive federal financial assistance are covered by Title IX of the Education Amendments of 1972. In compliance with Title IX, the University of Mary Washington prohibits discrimination in employment as well as in all programs and activities on the basis of sex. The University of Mary Washington's Policy on Sexual and Gender Based Harassment and Other Forms of Interpersonal Violence can be found at <http://diversity.umw.edu/title-ix/files/2016/09/Policy-on-Sexual-and-Gender-Based-Harassment-and-Other-Forms-of-Interpersonal-Violence-03.18.pdf>.

PAYMENT:

a) To Contractor:

- I. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- II. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- III. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- IV. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- V. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractor should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers

unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1 §53).

- b) To Subcontractors: A Contractor awarded a contract under this solicitation is hereby obligated:
 - I. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - II. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 - I. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - a. The Commonwealth of Virginia encourages Contractors and subcontractors to accept electronic and credit card payments.

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the Contractor's cost of operations not to exceed the Consumer Price Index annual rate, effective at the end of each contract period, for the preceding twelve (12) months. Price escalation may be permitted only at the beginning of each renewal term only when explicitly requested in writing by the Contractor. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University. Not less than thirty (30) days prior to the end of the then-current contract period, Contractor shall give the University advance notice of any proposed price increase to the purchasing office. Any approved price increases will be effective only at the beginning of each renewal term. The Contractor shall provide documentation that identifies and supports the cost increases (labor, utilities, services etc.) that caused the rate increase. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall honor all reservations made prior to the effective date of the price adjustment at the contract rate in effect on the date the reservation was made. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

XII. METHOD OF PAYMENT:

The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

- A. Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out

fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices \$50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*

- B. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view <http://www.bankofamerica.com/epayablesvendors>.
- C. Check or ACH: Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, all invoices must be submitted via email at invoices@mail.umw.edu, or received at the following address and should reference the eVA purchase order and UMW contract numbers:

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401

ATTACHMENT A - PRICING

The Offeror shall propose a percent discount off the Best Available Room Rate at the time of the reservation for the following categories:

CATEGORY	PROPOSED PERCENT DISCOUNT OFF BEST AVAILABLE ROOM RATE
University Direct Billed Rates. The Offeror shall state, "Yes" or "No" that it will not charge a rate higher than the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Friends & Family	% Discount <input type="text"/>
Guest Performers	% Discount <input type="text"/>
Visiting Athletic Teams (Regular Season Competitions)	% Discount <input type="text"/>
Visiting Athletic Teams (Tournaments)	% Discount <input type="text"/>
Special Events	% Discount <input type="text"/>
State & Local Government Visitors. The Offeror shall state, "Yes" or "No" that it will honor the GSA Government hotel room per diem rate for Fredericksburg, VA that is in effect at the time of the reservation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Identify and include rates for conference rooms, to include maximum occupancy.	

Additional pricing information for consideration:

ATTACHMENT B – SUBCONTRACTING PLAN

(Must be completed and submitted with proposal)

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of the solicitation to participate in the SWaM program. Certification applications are available through DSBSD online at <http://sbsd.virginia.gov>.

DEFINITIONS:

“Micro Business” means a business that is a certified Small Business under the SWaM Program and has no more than twenty-five (25) employees and no more than \$3million in average annual revenue over the three-year period prior to their certification.

"Small business" means a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. *Note: DSBSD-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification. (Code of Virginia, § 2.2-4310)*

“Woman-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. *(Code of Virginia, § 2.2-4310)*

“Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals. *(Code of Virginia, § 2.2-4310)*

Bidder Name: _____

Preparer Name: _____ **Date:** _____

INSTRUCTIONS:

- A. If you are certified by the Department of Small Business and Supplier Diversity (DSBSD) as a small business, complete only Section A of this form. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business in Section B.

ATTACHMENT B (CONT'D)

Section A

If you are certified by the Department of Small Business and Supplier Diversity (DSBSD), are you certified as a:

Check All That Apply: ☐ Micro Business ☐ Small Business ☐ Woman-Owned Business ☐ Minority-Owned Business

DSBSD Certification No.: _____ Expiration Date: _____

Section B

Populate the table below to show your plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall not exclude DSBSD-certified women-owned and minority-owned businesses that have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Small Business Name, Address & DSBSD Cert No.	Indicate if also: Micro (O), Women (W), or Minority (M) Certified	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract (%)	Planned Contract Dollars During Initial Period of the Contract (\$)
Total Planned Subcontracting Spend (\$)					

ATTACHMENT C – SWAM REPORTING

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

The screenshot shows the University of Mary Washington Procurement Services website. The header includes the university name and navigation links for Students, Faculty & Staff, Alumni, and Give. A search bar is also present. The main navigation bar lists various procurement services, with 'Vendors' highlighted. A dropdown menu for 'Vendors' is open, showing options like Vendor Resources, Vendor Policies and Guidelines, Current Bids & Proposals, SWaM and Non-SWaM Reporting (highlighted with a red box and an arrow), and Vendor Feedback. The 'SWaM and Non-SWaM Reporting' link is highlighted with a red box and an arrow. Below the navigation bar, there is a section for 'QUICK LINKS' and a large image of a building. The main content area is titled 'SWaM Subcontractor Reporting' and includes a description: 'This form should be used by vendors to report their Small, Woman-owned and Minority-owned (SWaM) business spend.' The form fields are as follows:

- Vendor ***: A text input field.
- Contract Number**: A text input field.
- Name ***: Two text input fields labeled 'First' and 'Last'.
- Email ***: A text input field.
- Select Reporting Method ***: Two radio button options: 'Upload Spreadsheet/Document' and 'Manual Input'.

Red arrows point from the text 'Upload Document - Excel or Word only' to the 'Upload Spreadsheet/Document' radio button, and from the text 'Manually type information for each sub-contractor' to the 'Manual Input' radio button.

ATTACHMENT D – Response Summary

REQUIREMENT	OFFEROR RESPONSE
The lodging facility is within 8 miles driving distance of the UMW Fredericksburg Campus. (Section VII,A)	Yes <input type="checkbox"/> No <input type="checkbox"/>
The lodging facility has at a minimum an AAA Three (3) Diamond rating and a STR rating of Upper Midscale or higher. Specify if other types of ratings are applicable. (Section VII,B)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Specify the total number of the lodging facility's guest rooms, and of the total, the number that are single and double occupancy. (Section VII,C,a)	Total #: Single #: Double #:
The lodging facility provides direct access to all guest rooms from inside the lodging facility, not from the outside. (Section VII,C,b)	Yes <input type="checkbox"/> No <input type="checkbox"/>
All guest rooms have a bed for occupants that contains pillows, two sheets, firm mattress, mattress pad or cover, blankets, spread, wall to wall carpeting (desired) or other floor covering, a wall switch near the entrance door for a least one lamp, incandescent table or wall mounted lights for each bed, color TV, closet or hanger space, smoke detectors, individual thermostats, telephone, note pad with pen, bathrooms with vanity, mirror, light with grounded electrical outlet, bath (shower and/or bathtub) and exhaust fan/privacy outside window. (Section VII,C,d)	Yes <input type="checkbox"/> No <input type="checkbox"/>
There are Handicap Accessible or ADA compliant guest rooms within the lodging facility? This would include items such as a raised toilet seat, grab bars, wider doorways, etc. (Section VII,C,e)	Yes <input type="checkbox"/> No <input type="checkbox"/>
All guest rooms are provided with individual room-controlled heating and air conditioning (in season) and shall otherwise provide the ventilation necessary to maintain comfort for guests. (Section VII,C,f)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
The lodging facility shall be non-smoking. (Section VII,C,g)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Parking facilities are available with adequate lighting and can accommodate buses. (Section VII,E)	Yes <input type="checkbox"/> No <input type="checkbox"/>
If utilities fail, other than an area-wide failure, for more than eight hours, the Contractor shall take action to relocate all occupants to other comparable facilities at no expense to the university or the occupant. If a situation occurs where a 'lockdown' takes effect (such as catastrophic weather, etc.), the hotel shall provide an area of refuge that is stocked with food and water for guests. (Section VII,F,1)	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT D (Continued)

The lodging facility has, on site at all times, a designated staff person who is trained in emergencies; i.e. but not limited to, bomb threats, natural disasters, fire and medical emergencies. This requirement shall include nights and weekends as well as holidays. (Section VII,F,2)	Yes <input type="checkbox"/> No <input type="checkbox"/>
The lodging facility meets all requirements of the Federal Emergency Act (FEMA), under the Hotel and Motel Fire & Safety Act of 1990? (Section VII,F,3)	Yes <input type="checkbox"/> No <input type="checkbox"/>
The facilities, furnishing and equipment shall be clean, pest free and in good repair. (Section VII,G,1)	Yes <input type="checkbox"/> No <input type="checkbox"/>
The lodging facility is compliant with the National Food Service codes and standards? (Section VII,G,2)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Appropriate personnel have been trained and certified in ServSafe procedures? (Section VII,G,2)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Reservation cancellation fees shall be waived. (Section VII,H,1,g)	Yes <input type="checkbox"/> No <input type="checkbox"/>
UMW shall be offered a long-term stay for students who may require relocation at a rate that cannot exceed the Commonwealth Per Diem Rate for lodging, plus tax. (Section VII,J)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Complimentary breakfast is available to guests within the lodging facility, weekly Monday through Sunday? (section VII,L,2)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Free wireless or wired internet connection is available in all guest rooms? (Section VII,L,3)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laundry service is available to all guests? (Section VII,L,4)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Conference area/meeting space is available within the lodging facility? (Section VII,L,5)	Yes <input type="checkbox"/> No <input type="checkbox"/>
A complimentary shuttle service is available to restaurants, grocery, pharmacy, and shopping within a 5-mile radius of the hotel. If shuttle service is not offered, Contractor shall provide local cab information to guests upon request. (Section VII,L,6)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor shall provide a total of fifty (50) complementary room nights to be provided for use at the discretion of the Athletic Department, on an annual basis. The majority of these rooms, will be used for the annual basketball tournament held each November. (Section VII,N,1,a)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor shall provide complementary rooms to the head coach of visiting teams for UMW tournaments. (Section VII,N,c)	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT D (Continued)

Complementary meeting area/conference room shall be provided to visiting teams participating in tournaments based on availability. (Section VII,N,1,d)	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Contractor</i> shall provide (5) complimentary room nights, at a minimum) per contract year to be used at the discretion of the University. (Section VII,O,1,a)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor agrees to complementary use of the hospitality suite, on an annual basis, to be used at the discretion of the University. (Section VII,O,1,b)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor shall provide UMW access to corporate member rewards/points program with scalable benefits with increased usage. (Section VII,O,1,c)	Yes <input type="checkbox"/> No <input type="checkbox"/>
For hosted events, the Contactor shall provide complementary use of a meeting room that meets the needs of the University based on availability. (Section VII,O,1,d)	Yes <input type="checkbox"/> No <input type="checkbox"/>

ATTACHMENT E

RFP UCPUMW 22-1390 Proposal Submission Checklist

It is important that the Offeror carefully read through the RFP and provide all required documentation. The proposal **MUST** be submitted and received on time to qualify for a chance at evaluation. Use this checklist as a guideline to ensure the proposal is complete before submission.

IMPORTANT DATES & REMINDERS

- Pre-proposal Conference – June 16, 2022 at 10:00 a.m. in the Eagle Village Executive Offices, suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. List of attendees to be emailed to Contract Officer by June 14, 2022.
- No Questions Accepted after 2:00 p.m., June 21, 2022. All Questions must be in writing and directed toward the Procurement Officer for this solicitation: Kenneth Manahan, kmanaha2@umw.edu.
- Proposal Due Date: 2:00 p.m., July 7, 2022- Proposals submitted after 2:00 p.m. as indicated by the official Procurement clock will NOT be accepted if the proposal is hand delivered or mailed.
- Proposals must be submitted in a SEALED envelope identifying the firm's name and the solicitation number at a minimum, and delivered to the address located on the RFP Cover Page. Proposals must be received at the address indicated on the first page of this solicitation no later than 2:00 p.m., July 7, 2022.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

REQUIRED DOCUMENT SUBMISSION

Acknowledgement:

- ☐ **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
- ☐ Offeror is registered in eVA.

Documents/Information to Submit:

- ☐ Completed and signed RFP cover page.
- ☐ Any/All signed addenda.
- ☐ 1 Electronic Copy of Proposal (Original and Redacted, if required) – accompanied by 1 hard copy submission.
- ☐ Attachment A – completed pricing information included in the proposal.
- ☐ Attachment B – completed Subcontracting Plan included in the proposal.
- ☐ Attachment D – completed Response Summary included in the proposal.
- ☐ Address all items specified in Section VI B in the proposal.
- ☐ Certificate of Insurance.