

**Standard Contract**

**Contract #UCPUMW 25-1937  
Special Event Equipment Rental**

This contract, between FXBG Rentals LLC DBA Fredericksburg Rentals, hereinafter called the “Contractor”, and the Commonwealth of Virginia, University of Mary Washington, called the “University” or “UMW”, shall become effective upon execution of this document by both parties.

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

**PERIOD OF CONTRACT:** October 1, 2025 through September 30, 2026, with five (5) one-year renewal options

**CONTRACT DOCUMENTS:** The contract shall consist of the following documents *in order of precedence*, all of which are incorporated herein by reference, and constitute the “contract documents”:

1. This signed Contract;
2. Any addenda and the original solicitation, RFP #UCPUMW 25-1937, dated June 3, 2025 to include:
  - a. The Statement of Needs
  - b. The General Terms and Conditions
  - c. The Special Terms and Conditions;
3. The Contractor’s proposal dated July 3, 2025 including all attachments.

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.

**I. SCOPE OF SERVICES:** The Contractor agrees to provide the following services:

- A. As required by the University, the Contractor shall provide goods and services for equipment rental, including outdoor tents, chairs, staging, tables, linens, generators, heaters, props, furniture, temporary structures, labor, insurance, supervision, incidentals, and other related supplies, services, furniture, and equipment, on an as-needed basis for special event rental services to the University.
- B. Location of Contractor’s Service Center must be within a 75-mile radius of the UMW’s Main Campus, 1301 College Avenue, Fredericksburg, VA 22401.
- C. Implementation and adherence to proper safety and health precautions to protect, at a minimum, all of its work, employees, the public and University personnel, students, and guests.
- D. Equipment/Structures:
  - i. Contractor will deliver in-stock equipment in accordance with delivery expectations of the end user. Delivery time on any non-stock equipment will be detailed to the end-user prior to order placement.
  - ii. All equipment shall conform to any and all established manufacturer or industry standards and/or legally required laws, ordinances, and/or codes and shall be uniform, clean, superior quality, operable with no broken parts, and the same color within each ceremony/location. UMW will at its sole discretion determine if equipment is acceptable for use.
  - iii. The Contractor shall have in current stock, or available for rental at the required time, all equipment in sizes bid. Tents larger than 30’ x 30’ may be either framed or center pole.
  - iv. Contractor shall provide an event site diagram which includes rental equipment layouts, if needed. The contractor will provide verbal and written instructions for the use of equipment.

- v. The Contactor will be provided a site visit prior to delivery of rental equipment at no additional charge to the University.
  - vi. All rentals will include set-up, break-down, and return of the site to its original condition unless the University requests otherwise.
  - vii. The Contractors shall adhere to all manufacturer, University and Commonwealth of Virginia requirements related to anchoring systems, side panels, lighting, exits, locations of heaters, generators, etc.
  - viii. The Contractor shall be responsible for monitoring weather conditions and may be required to cancel the erection/use of the structure should wind speed exceed manufacturer and Commonwealth requirements.
  - ix. Damages to listed equipment caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.
- E. Requirements regarding Site Plans include, but are not limited to:
- i. Temporary Structure Site Plans shall indicate distances from other occupied Buildings and Structures and the Use Group of these structures, if within 40 feet of the permit requested Temporary Structure.
  - ii. Indicate on Site Plan(s) other site occurring/affecting items, such as: general site slope(s) and ground cover, sidewalks, paths, stairs, ramps, wheelchair egress/access, roadways, drives, trees, bushes, landscaping, bodies of water, other temporary structures and site improvements.
  - iii. For further information and for information on other temporary structures, the Contractor may be required to contact the Division of Engineering and Buildings (DEB) Lead Reviewer assigned to UMW to discuss the specific data and supporting documents which will be required.
- F. Licenses, Permits and Certifications:
- i. Contractor will be required to meet any/all license requirements stated within the contract at such time as the University has a project that needs to be fulfilled.
  - ii. Contractor must have personnel that are knowledgeable of "temporary structure permits" through the Commonwealth of Virginia and shall be trained and qualified to handle work of this type.
  - iii. Contractor shall be certified by the manufacturer or have established experience on all equipment, systems and supplies on which the firm will provide. The Contractor will provide documentation on manufacturer certification and/or references as requested by UMW throughout the duration of the contract.
  - iv. The University shall be responsible for obtaining permits for temporary structure through DEB. However, the Contractor may be required to assist the requesting Department with the following supporting documents for tents and other amusement devices:
    - 1) Site Plan, showing tent location and adjacent structures
    - 2) Floor Plans, with Exits shown
    - 3) Floor Plans, with Furnishing Layouts/Setups shown (e.g., tables, chairs, stages, food service, dance floor, etc.)
    - 4) Certificate of Conformance with NFPA 701 for Flame Resistance, if applicable.
- G. Failure to Perform or Deliver:
- i. Failure of the Contractor to deliver in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Contractor, and the University will not be held responsible for any restocking fee or penalty.
  - ii. Failure to provide equipment that has been scheduled and confirmed in advance shall be considered a failure to perform and may result in cancellation of the contract. All requests are understood by the Contractor to be dependent on availability. If the Contractor is unable to provide the scheduled equipment more than three (3) times during each contract year, the contract may be cancelled.
  - iii. Repeated failure to furnish materials on time, poor quality or unacceptable performance on the part of the contractor shall be deemed sufficient cause for cancellation of the agreement by the University.
- H. Contractor Employees:
- i. Contractor shall be responsible at all times for the actions and work of its employees. The contractor shall enforce strict discipline and good order among event personnel. UMW reserves the right to

- require the contractor to remove any employee whose behavior is deemed as unprofessional or objectionable.
- ii. The contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor or supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work.
    - 1) One supervisor shall be appointed as main contact for the University's Contract Administrator.
    - 2) The supervisor shall be able to speak and read English fluently.
    - 3) It is expected that this person will report to the Contract Administrator or his/her designee daily when work is being performed under this contract.
  - iii. Employee Conduct: The supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to compliance with the following rules:
    - 1) Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on University premises.
    - 2) No loud, boisterous or rude conduct shall be permitted.
    - 3) Contractor's employees shall not use or tamper with office machines nor use University telephones at any time.
    - 4) No smoking or vaping on UMW premises.
    - 5) No radios, no portable music sources, nor the use of residence hall televisions shall be permitted.
    - 6) No unauthorized personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.
  - iv. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person for the University.
  - v. Contractor employees are required to wear uniforms to designate their affiliation at all times while on University property. Uniforms will contain the Contractor's name and the person's name designated on the upper portion of the shirt. Uniforms must remain consistent for proper identification purposes. The Selected Firm's personnel must have a photo ID with their name, company name, and be worn above the waist at all times. The University requires such identification for security precautions and access will be prohibited if University personnel do not recognize the identification.
- I. Communications:
- i. The Contractor shall designate a single company representative as the contact person for all rental requests. The designated representative shall advise UMW of equipment availability and shall confirm each rental.
  - ii. The Contractor shall identify and provide a contact person and a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify the UMW representative ordering the equipment and/or UMW's Contract Administrator.
  - iii. Contractor will provide an answering service available for emergencies 24-hours a day, seven days a week.
- J. Pricing Schedule:
- i. The quantities shown in the Pricing Schedule are for the purposes of evaluation only; the one-day event rental prices (unit price) will set the baseline for pricing for future purchase orders.
- K. Damages/Insurance
- i. The Contractor is responsible for damages resulting from equipment failure that may cause personal injury to an Individual or to university facilities or equipment. The Contractor agrees to purchase such insurance over and above the University's stated minimum commercial general liability coverage that they consider necessary to protect their equipment from damage or destruction during the term of this contract. The Contractor also agrees that the University shall have no obligation for payment of damages of any nature to equipment provided. Contractor further understands and agrees that no employee of UMW, other than the designated Procurement Services department representative, is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation or in a purchase order issued against this solicitation, and that any

- signature of a University employee shall be interpreted as the University's acknowledgement of delivery only.
- ii. In addition to the above, the Contractor shall provide to the Purchasing Agent (Procurement Services) a Certificate of Insurance indicating that the Contractor has in force the coverage specified in the Terms and Conditions of this Solicitation/Contract.
- L. Ordering Process:
- i. Develop clear, concise, and professional quality written quotes for each event for review and acceptance by UMW.
    - 1) Upon receipt of a written request from UMW, the contractor shall furnish a written description of the scope of services to be provided, ensuring mutual understanding and agreement of the services/work to be performed. The written description shall also include an estimate of the costs to complete the service, a set-up and pick-up date, expressed as either a definite date or the number of days after receipt of UMW's eVA purchase order.
      - a) Quoted prices for a specific event shall include any and all additional costs/fees associated with product procurement (such as, but not limited to, freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).
  - ii. Upon approval of the quote by the Events Office, an eVA purchase order will be issued as authority to proceed with the work. The eVA purchase order shall incorporate the contractor's quote as a "not to exceed" cost and the agreed upon delivery and pick-up time.
  - iii. Request for rentals may be made by telephone, fax, or letter against a valid UMW Purchase Order Agreement.
  - iv. The Contractor shall perform no work that would result in exceeding the dollar limitation of the eVA purchase order without first having obtained written approval from the Agency.
  - v. The University will make every effort to provide the Contractor notice of such events no later than one (1) month prior to the event date.

**II. PRICING:** Pricing information is found in Attachment A.

**III. CONTRACT ADMINISTRATION:** The University's Executive Director of Events 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. Although the contract will be administered by the Executive Director of Events, the University departments shall retain the authority to utilize this contract in accordance with their requirements.

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.

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

**V. SPECIAL TERMS AND CONDITIONS:**

- A. **ACCESS TO WORK:** The University, the University's inspectors and other test personnel, and inspectors from Department of Labor and Industry, DEB, or other agencies as appropriate, shall have access to the work at all times. The Contractor shall provide proper facilities for access and inspection.

- B. ADDITIONAL GOODS AND SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
- C. ADVERTISING TO THE GENERAL PUBLIC:** The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- D. ANTITRUST:** 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.
- E. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate the 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 deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received 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.
- H. CHANGES TO THE CONTRACT:** Changes can be made to the contract by written mutual agreement 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.
- I. 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.
- J. COMPLIANCE:** Failure to comply with any of the specifications contained in the scope of work provided herein may result in cancellation of contract.
- K. COOPERATIVE PROCUREMENT/ADDITIONAL USERS - USE OF AGREEMENT BY THIRD PARTIES:** It is the intent of this contract 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 and shall fully and independently administer its use of the contract 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.

- L. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UMW PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on UMW property. The results of the background checks will be directed solely to the Contractor. The Contractor bears the responsibility for confirming to the University Contract Administrator that the background checks have been completed prior to the work being performed by their employees or subcontractors. The Contractor shall only assign to work on University properties those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Disapproval by UMW will solely apply to UMW property and should have no bearing on the Contractor's employment of an individual outside of UMW.
- M. 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 for advertisements for employees place by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- N. 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.
- O. DISCOUNTS:** A 3% discount is applied to all items provided by Contractor, excluding delivery/pickup and labor.
- P. E-VERIFY PROGRAM:** Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to

one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- Q. ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.
- R. EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
- S. EXTRA CHARGES PROHIBITED:** The bid price shall be for the product and delivery, and shall include all applicable freight and transportation charges; extra charges will not be allowed.
- T. FINAL INSPECTION:** The contractor shall demonstrate to the authorized UMW representative that the work is fully operational and in compliance with contract specifications and code. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- U. FISCAL YEAR PROCESSING:** The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.
- V. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless 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 furnished by the Contractor/any services of any kind or nature 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, good or equipment delivered.
- W. 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.
- X. INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative of the University. Any omission or failure on the part of such representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

- Y. INSPECTION OF JOB SITE:** Contractor certifies that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.
- Z. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- AA. INSURANCE:** By signing this contract, the Contractor certifies it will have the following insurance coverage at the time the contract is awarded and through the term of each contract renewal period. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et. Seq. of the Code of Virginia. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage's 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:

1. 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.
  2. Employer's Liability - \$100,000.
  3. 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.
  4. Automobile Liability - \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract.)
- BB. KEYS:** If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- CC. LIQUIDATED DAMAGES, FURNISH AND INSTALL:** Work shall begin at the designated date and time requested by the contract administrator and all work shall be completed by the date and time stated on the purchase order. It is hereby understood and agreed by the contractor that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, the contractor will be responsible for re-procurement costs including, but not limited to, contracting with a new vendor to complete the necessary services; except that if the delivery be delayed by act, negligence or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the contractor, the purchasing office may extend the time for

performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.

**DD. MISS UTILITIES:** As required, it shall be the Contractor's responsibility to contact Miss Utilities a minimum of forty-eight (48) hours prior to installation to have all existing underground utilities located, and shall be responsible for any damage to the underground utilities during the performance of this contract.

**EE. OPERATING VEHICLES ON UMW CAMPUS:** Operating Contractor vehicles on sidewalks, plazas, grass, flower beds, walkways, fountains, and University seal is prohibited. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

**FF. ORDERING PROCEDURES:** The awardee of a contract under this solicitation shall be issued one (1) master contract, which will be valid for the term of the contract. Individual purchase orders will be issued on a per occurrence basis when goods are required. Each purchase order will reference the particular goods to be provided and the master contract number.

**GG. PERMITS:**

1. The University will be responsible to obtain all necessary permits for work directed under this contract.
2. The Contractor shall comply with all applicable federal, state, and local laws, codes, and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.

**HH. PRICE ESCALATION/DE-ESCALATION:**

1. Price adjustments may be permitted for changes in the contractor's cost of materials and are only authorized at time of renewal (exercise of option periods) and only if formally documented in a corresponding contract modification. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
2. Contractor shall give not less than ninety (90) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the term of the next option period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
  - I. Verify that the requested price increase is general in scope and not applicable just to the University
  - II. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
3. The Procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Procurement office.

**II. 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.

**JJ. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for five (5) successive periods, or as negotiated, under the terms and conditions of the original contract except stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the contract for an additional one- year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of all the services

category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**KK. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women- Owned Business or a Minority-Owned Business unless certified as such by the DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- i. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly or quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information:
  - I. Name of firm with the DSBSD certification number
  - II. Phone number
  - III. Total dollar amount subcontracted
  - IV. Category type (small, women-owned, or minority-owned)
  - V. Type of product or service provided

Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

2. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly or quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**LL. STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for

controlling employee conduct, for assuring that employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

UMW, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace\*, or on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party\* who either complains about harassment or who participates in any investigation concerning harassment.

The Commonwealth expressly prohibits workplace violence\*. Prohibited conduct includes, but is not limited to: Injuring another person physically; Engaging in behavior that creates a reasonable fear of injury to another person; Engaging in behavior that subjects another individual to extreme emotional distress; Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business; Intentionally damaging property; Threatening to injure an individual or to damage property; Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and Retaliating against any employee who, in good faith, reports a violation of this policy.

Violations of the above standards of conduct may result in requests for apparent offenders to temporarily or permanently leave the workplace.

**MM. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

The contractor shall be responsible for completely supervising and directing the work done under this contract by subcontractors that may be utilized in support of the contract, using the contractor's best skill and attention. Subcontractors performing work under this contract shall be accountable to the prime contractor.

**NN. SUBMISSION OF INVOICES:** All invoices shall be submitted within thirty (30) days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the thirty (30) day period will not be processed for payment.

**OO. USE OF PREMISES AND REMOVAL OF DEBRIS:** The contractor shall:

1. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
2. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
3. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Contract Administrator for parking in other areas.

**PP. WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.

**QQ. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

**RR. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its Subcontractor(s):

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operation, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.

**SS. CONFLICT OF TERMS:** In the event of any inconsistency or conflict between the provisions of this Agreement and any other related rental agreements, policies, or documents referenced herein, the terms of this Agreement shall prevail.

**VI. METHOD OF PAYMENT/PAYMENT TERMS:** The contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by UMW charge card, currently through 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 3% of the total sale, effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments under Virtual Payables will have a net 16 payment term.
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 and should reference the eVA purchase order and UMW contract numbers as applicable. All electronic invoices must be sent to [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu). *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*


UNIVERSITY OF MARY WASHINGTON  
Attn: ACCOUNTS PAYABLE  
1301 COLLEGE AVENUE  
FREDERICKSBURG, VA 22401

**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.

**FXBG RENTALS LLC DBA FREDERICKSBURG RENTALS**

**UNIVERSITY OF MARY WASHINGTON**

Signature:   
Printed Name: IRINA Milde  
Title: Owner  
Date: 09/19/2025  
Phone: c. 202-403-7505  
Email: fxbgrentals@gmail.com  
info@fxbgrentals.com

Signature: \_\_\_\_\_  
Printed Name: Melva Kishpaugh  
Title: Director, Procurement Services  
Date: September 22, 2025

ATTACHMENT A  
PRICING

The Contractor agrees to provide the services in compliance with the scope of work for each specific line item/services at a firm fixed price for the period of this agreement as follows.

In any instance where the contractor cannot provide the required services within an acceptable timeframe, the University reserves the right to purchase these services on the open market.

The quantities are estimated quantities used for evaluation purposes only. The University reserves the right to purchase those services actually needed and in quantities as required by the University regardless of whether such total quantities are more or less than those shown.

Item No	Description	Daily Rental	Quantity	Unit	Total
<b>TENTS and Canopies (Provide, Install, and Remove)</b>					
<b>To include poles and concrete anchors, courtyard tents (all require concrete anchors)</b>					
1	Tents, 10' x 10', Standard Tent	\$ 302.50	4	Each	\$ 1210
2	Tents, 10' x 10', High Peaked	\$ 313.50	4	Each	\$ 1254
3	Tents, 15' x 15'	\$ 368.50	5		\$ 1,842.50
4	Tents, 15' x 30'	\$ N/A	N/A	Each	\$ N/A
5	Tents, 20' x 20'	\$ 792.00	7	Each	\$ 5544
6	Tents, 30' x 30'	\$ 1122.00	3	Each	\$ 3366
7	Tents, 30' x 40'	\$ 1430.00	3	Each	\$ 4290
8	Tents, 30' x 45'	\$ N/A	N/A	Each	\$ N/A
9	Tents, 30' x 50'	\$ 1765.50	2	Each	\$ 3531
10	Tents, 30' x 60'	\$ 2101.00	2	Each	\$ 4202
11	Tents, 30' x 75'	\$ N/A	N/A	Each	\$
12	Tents, 40' x 80'	\$ 3520.00	4	Each	\$ 14080
13	Tents, 80' x 100' 50' x 100'	\$ 5225	1	Each	\$
14	Tents, 80' x 100'	\$ N/A		Each	\$
15	Tents, 80' x 210''	\$ N/A		Each	\$
16	Clear Top Tent, 30' x 30'	\$ N/A		Each	\$
17	Clear Top Tent, 30' x 40'	\$ N/A		Each	\$
18	Clear Top Tent, 30' x 45'	\$ N/A		Each	\$
19	Clear Top Tent, 30' x 50'	\$ N/A		Each	\$
20	Clear Top Tent, 30' x 60'	\$ N/A		Each	\$
21	Clear Top Tent, 30' x 30'	\$ N/A		Each	\$
22	Clear Top Tent, 30' x 75'	\$ N/A		Each	\$
23	Clear Top Tent, 30' x 90'	\$ N/A		Each	\$
24	Clear Top Tent, 40' x 45'	\$ N/A		Each	\$
25	Clear Top Tent, 40' x 50'	\$ N/A		Each	\$
26	Clear Top Tent, 40' x 60'	\$ N/A		Each	\$
27	Clear Top Tent, 40' x 80'	\$ N/A		Each	\$
28	Clear Top Tent, 40' x 100'	\$ N/A		Each	\$
29	Clear Peak Tent, 10' x 10'	\$ N/A		Each	\$
30	Clear Peak Tent, 10' x 20'	\$ N/A		Each	\$
31	Clear Peak Tent, 15' x 15'	\$ N/A		Each	\$
32	Clear Peak Tent, 20' x 20'	\$ N/A		Each	\$

33	Clear Peak Tent, 20' x 30'	\$ N/A		Each	\$
34	Clear Peak Tent, 20' x 40'	\$ N/A		Each	\$
35	Sail Cloth Tent, 45' x 44'	\$ N/A		Each	\$
36	Sail Cloth Tent, 45' x 64'	\$ N/A		Each	\$
37	Sail Cloth Tent, 45' x 84'	\$ N/A		Each	\$
38	Sail Cloth Tent, 45' x 104'	\$ N/A		Each	\$
<b>TENT Accessories (Provide, Install, and Remove)</b>					
39	Concrete Anchors /W COVERS	\$ 40		Each	\$
40	Concrete Covers	\$		Each	\$
41	Tent Pole Covers	\$ 16.90	95	Each	\$ 1605.90
42	Tent Liner for Each Size Tent	\$ depends	ON the size of	Each	\$ the tent
43	Tent Lights, Bistro – Black and White	\$		Each	\$
44	Tent Lights, Lanterns, Japanese 12", 16", 20" and 24"	\$ N/A		Each	\$
45	Tent Fan Pedestal 30"	\$ 33	4	Each	\$ 132
46	Tent Fan - 12"	\$ N/A		Each	\$
47	Tent Fan – 18"	\$ 50	8	Each	\$ 400
48	Drum Fan, 24"	\$ N/A		Each	\$
49	Tent Gutter	PRICING VARIES based on the size of		Each	\$ the tent
<b>TABLES (Rental, Set-up, Breakdown)</b>					
50	Banquet Rectangular 4' x 30"	\$ N/A		Each	\$
51	Banquet Rectangular 6' x 30"	\$ 12.95	120	Each	\$ 1554
52	Banquet Rectangular 8' x 30"	\$ 15.15	120	Each	\$ 1818
53	Banquet Rectangular 6' x 18"	\$ 11.58	13	Each	\$ 150.54
54	Banquet Rectangular 8' x 18"	\$ N/A	N/A	Each	\$
55	Banquet Rectangular 8' x 30" Children's Table 6'	\$ 11.85	4	Each	\$ 47.40
56	Banquet Round 3'	\$ 12.13	22	Each	\$ 266.86
57	Banquet Round 4'	\$ 13.39	40	Each	\$ 535.60
58	Banquet Round 5'	\$ 14.49	75	Each	\$ 1086.75
59	Banquet Round 6'	\$ 15.59	55	Each	\$ 857.45
60	Cocktail Rounds Tall and Standard Heights 24"	\$ N/A	N/A	Each	\$
61	Cocktail Rounds Tall and Standard Heights 30"	\$ 14.05	30	Each	\$ 421.50
62	Square 2', Standard and High Top	\$ N/A	N/A	Each	\$
63	Square 4', Standard	\$ N/A	N/A	Each	\$

64	Square 5', Standard	\$ 18.45	12	Each	\$ 221.40
65	Serpentine 8' 6"	\$ 15.70	4	Each	\$ 62.80
66	Timberwood Farm Table, 4' x 8'	\$ N/A		Each	\$
67	Timberwood Benches for Farm Table	\$ N/A		Each	\$
68	King Table, 4' x 8' Rectangular Table	\$ N/A		Each	\$
<b>CHAIRS (Rental, Set-up, Breakdown)</b>					
69	Padded Garden, White, Black and Natural	\$ 5.85	200	Each	\$ 1,170
70	Folding Black, White, and Tan	\$ 3.43	3,605	Each	\$ 12,365.15
71	Chivari Barstool, Black and Natural, mahogany,	\$ in the process of buying it		Each	\$
72	Chivari Black, Gold, Silver, Mahogany, and White	\$ 9.75	22	Each	\$ 214.50
73	Set Up/Knock Down of Chairs	\$ 1.50/PER		Each	\$
<b>STAGE SECTIONS, 4' X 8' (PROVIDE, INSTALL, AND REMOVE)</b>					
74	Stage, 12" High	\$ 97	48 panels	Each	\$
75	Stage, 32" High	\$ 162	48 panels	Each	\$
<b>STAGE EQUIPMENT (PROVIDE, INSTALL AND REMOVE)</b>					
76	Staging (Risers 4 x 4)	\$ 48.50	91	Each	\$
77	Staging Steps	\$		Each	\$
78	Black AstroTurf Covering for Stage	\$ 0.50/sq ft	6696 sq ft	Each	\$ 3,348
79	4' Guard Rails for Staging	\$ 32	30	Each	\$
80	ADA Access Ramps by the Foot	\$		Each	\$
<b>STAIRS (PROVIDE, INSTALL AND REMOVE)</b>					
81	Stairs, 12" High	\$ N/A	N/A	Each	\$
82	Stairs, 32" High	\$ 65.00	2	Each	\$ 130
<b>PIPES AND DRAPES (RENTAL ONLY)</b>					

83	10' High Black, Navy Blue and Royal Blue, White	\$ N/A		Each	\$
84	12' High Black, Navy Blue and Royal Blue, White	\$ N/A		Each	\$
85	20' High Black, Navy Blue and Royal Blue, White	\$ N/A		Each	\$
<b>STANCHIONS (RENTAL ONLY)</b>					
86	36" High, without Rope	\$ 11.00	10	Each	\$ 110
87	White Plastic with White Plastic Chain	\$ 10.73	11	Each	\$ 118.03
<b>STANCHIONS CHROME PORTA POST</b>					
88	6' Section Red and Black Velour Rope	\$ N/A		Each	\$
89	8' Section Red and Black Velour Rope	\$ 34.10	5	Each	\$ 170.50
<b>ARCHES (PROVIDE, INSTALL AND REMOVE)</b>					
90	Wood	\$ N/A		Each	\$
<b>COLUMN (PROVIDE, INSTALL AND REMOVE)</b>					
91	33"	\$ 13.20	4	Each	\$ 52.80
92	46"	\$ 19.80	4	Each	\$ 79.20
93	56"	\$ N/A		Each	\$
94	76"	\$ 38.50	2	Each	\$ 77
95	Stage Façade, 3' x 4'	\$ N/A		Each	\$
96	Bar Top for Rectangular Table and Skirting, 6'	\$ 60.00	4	Each	\$ 240
<b>SCREEN (PROVIDE, INSTALL AND REMOVE)</b>					
97	6 Panel Bi-Fold Screen, White	\$ N/A		Each	\$
<b>LOUNGE FURNITURE (PROVIDE, INSTALL AND REMOVE)</b>					
98	Sectional Full Sofa	\$ N/A		Each	\$
99	Sectional Love Seat	\$ N/A		Each	\$
100	Sectional Arm Chair	\$ N/A		Each	\$

101	Sectional Ottoman	\$ N/A		Each	\$
<b>FLOORING (PROVIDE, INSTALL AND REMOVE)</b>					
102	Deck Flooring	\$ N/A		Each	\$
103	Dance Floor	\$ 21.78	96	Each	\$ 2,090.88
104	25' Red Carpet	\$ 38.50	2	Each	\$ 77
105	50' Red Carpet	\$ N/A		Each	\$
<b>MISCELLANEOUS (PROVIDE, INSTALL AND REMOVE)</b>					
106	6' Bar Tops for Rectangular Tables	\$ N/A		Each	\$
107	Portable Bar	\$ 98.50	1	Each	\$ 98.50
<b>BAR</b>					
108	Portable Acrylic Bar	\$ N/A		Each	\$
<b>COMMENCEMENT STAGING</b>	See requirements for staging along with diagrams (Reference Attachment 7 to this RFP)	\$		Each	\$
<b>DELIVERY</b>		(Per Order)	(Flat Rate)		
109	Delivery and Pickup Charge, Flat Rate, for Chairs, Tables, Pipe and Drapes, Stanchions, and other items as Required.	\$ 65.00	\$	Events	\$ 65.00
<b>TOTAL NET PRICING:</b>					
110	Informational Pricing: The Contractor offers to the University the following discount from the contractor's standard published list price in effect at the time of the rental for all items not listed above % - Listed Price				

- Commencement Staging Pricing is as follows:
- 40x80 tent w/ folding chair and tables - \$2,918.25
  - 40x80 tent w/ white padded chair and tables - \$3,353.85
  - VIP 30x50 Tent w/ folding chair - \$1,671.00
  - VIP 30x50 Tent w/ white padded chair - \$2,040.60
  - AV Tent/Tower 20x30 w/ 12'x20'x30" stage - \$1,235.00

# University of Mary Washington

## Request for Proposal

RFP# UCPUMW 25-1937

Special Event Equipment Rental

June 3, 2025



<https://vascupp.org>

A VASCUPP™ Member Institution  
Issued by Procurement Services  
Fredericksburg, Virginia

**SEALED REQUEST FOR PROPOSAL (RFP)**

**ISSUE DATE:** June 3, 2025

**RFP NUMBER & TITLE:** UCPUMW 25-1937, Special Event Equipment Rental

**PROPOSAL DUE DATE & TIME:** July 3, 2025, 2:00 p.m.  
**NOTE: Proposals received after the due date and time cannot be accepted.**

**PROPOSAL DELIVERY:** **Electronic file upload to eVA only**

**WORK LOCATION:**  All Campuses  Fredericksburg  Stafford  Dahlgren

**COMMODITY CODE(S):** 97741, 96234, 98172, 98143, 98136, 97732, 96260, 97735

**PRE-PROPOSAL CONFERENCE:**  Optional  Mandatory  N/A **DATE & TIME: July 10, 2025 at 10:00 a.m.**

**PRE-PROPOSAL LOCATION:** Eagle Village Executive Offices, Suite 480  
1125 Emancipation Hwy., Fredericksburg, VA 22401

**CONTRACT OFFICER:** Kenneth Manahan **EMAIL:** kmanaha2@umw.edu

**PERIOD OF CONTRACT:** August 1, 2025 through July 31, 2026 with five, one-year renewal options that if exercised will extend the term of the contract through July 31, 2031.

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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 made 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**

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: \_\_\_\_\_

- 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 12, 2025.
- II. PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on July 10, 2025 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 section of this RFP.
- Those planning to attend shall notify the Contract Officer, via email, no later than 3 days prior to the conference date.
  - No attendee will be permitted access to the conference after 10:00 a.m.
  - Bring a copy of the RFP with you to the conference.
  - Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
- III. PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein shall be submitted electronically via upload to the RFP 's eVA site, with eh option to submit a hard copy.
- A. Electronic Online Response via eVA:**
- The Offeror must submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).  
*\*If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*
- B.** The issuance of this solicitation does not guarantee an award of a contract.
- C.** UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information. The redacted file shall also be uploaded to the eVA site with the file name including the word "Redated Version".
- 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](http://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> 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 proposals from qualified sources, with the Offeror's Service Center located within a seventy-five (75) mile radius of the university of Mary Washington Fredericksburg, VA campus, to establish one or more contracts through competitive negotiations with qualified contractors. The awarded contract(s) will provide furniture, equipment (such as heaters, generators, fans, etc.), portable shelters (tents, arches, etc.), temporary platforms (staging), sundry rentals (linens, props, etc.), and other necessary items for various events, as outlined herein, at the University of Mary Washington ("UMW" or "the University"), an agency of the Commonwealth of Virginia.

These rented items will be required for UMW's annual key events, including but not limited to Commencement, Family Weekend, the Chappell Great Lives Series, Alumni Reunions, the Multicultural Fair, and Orientation. Additionally, rented items will be needed for Presidential Events, public and private events such as weddings, and any other gatherings requiring similar equipment, structures, furniture, sundry rentals, and services. Events covered by the awarded contract(s) may be held indoors or outdoors.

The resulting contract will be awarded to those qualified contractors who present the best overall value to UMW in terms of: 1) types and availability of required equipment, structures, supplies, and services; 2) available capacity to meet UMW scheduling requirements for annual key events; 3) a demonstrated past performance in the industry, and 4) presenting the best overall pricing options considering rental prices, discounts, rebates, sponsorships and any associated delivery and add-on pricing.

The University makes no guaranteed minimum amount of purchase or future business with the award of a contract.

It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

- 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:** The UMW Office of Events and Conferencing promotes the brand of UMW and extends its overall mission of service, by treating various constituencies and individuals – both public and university-related – as clients, who are entitled to the office's resources and professionalism in connection with planning and pursuing presentations that require one-stop management, facilitation, and completion. The Office of Events plans and coordinates logistics for Presidential (inaugurations and presidential addresses) and Major Institutional Events (Family Weekend, the Chappell Great Lives Series, and Commencement). In addition, the Office of Events provides consultation services for other UMW and Community Events (Multi-Cultural Fairs, Alumni

Weekend, to name a few), including internal and external groups planning to host an event at the University.

UMW properties include the Fredericksburg Campus (William Anderson Center, Dodd Auditorium, University Campus Center, Tennis Center, Academic Buildings, and Athletic Fields); the Jepson Alumni Executive Center and Kalnen Inn; the Stafford Campus; the Dahlgren Campus; University Galleries (Ridderhof Martin Gallery, Gari Melchers Home and Studio at Belmont, and James Monroe Museum).

#### **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/2022-08/Governing%20Rules with foreword final August%202022.pdf](https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules%20with%20foreword%20final%20August%202022.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. 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.*

2. 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 proprietary and/or confidential, the proposal will be rejected.

3. 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 the proposal after submission.*

4. Number of Proposals Required:

- a. One (1) original electronic version of the proposal is required and, if required by the Offeror, one (1) separate electronic version clearly marked “Redacted Copy”. The file(s) must be uploaded to eVA.

5. 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, and shall be straight forward and concise.

6. 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:** Proposals should be as thorough and detailed as possible. Offerors are required to include all of the following items within their proposal. **For evaluation purposes, it is requested that the information be provided in the same order as they appear within this section.**

1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Company Information:
  - a. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
  - b. Identify the number and total value of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.
  - c. Identify the location of your business indicating it is within the required 75-mile radius of UMW.
  - d. Provide a certificate of insurance to substantiate the coverage is adequate to meet the University's insurance requirements as described within the Special Terms and Conditions (Section XII) contained herein.
3. Provide an understanding of the Section XII Special Terms & Conditions requirements for the following sections:
  - a. "Requirement for Criminal Background Check of Personnel Assigned by Contactor to Perform Work on UMW Property" (section XII, Q.)
  - b. Drug-Free Workplace" (Section XII, R.)
4. Include the following completed Attachments within the proposal:
  - a. Point of Contact Information, Attachment 1.
  - b. Contractor Data Sheet, Attachment 2.
  - c. Pricing Schedule, Attachment 3
  - d. Subcontracting Plan, Attachment, 4
5. Offeror's Qualifications, Experience and Past Performance:
  - a. Describe your understanding and any experience with temporary structure permits through the Commonwealth of Virginia, Bureau of Capital Outlay Management.
  - b. Identify your proposed single point of contact, emergency point of contact and business (invoicing) point of contact (reference Attachment 1) for all UMW special event rental services.
  - c. Provide three references for contracts with similar size, scope, capabilities. Include the contract number, the agency name, the point of contact (Contracts and/or actual Customer), phone number, and email address, along with date of service and value of the order (reference Attachment 2, Contractor Data Sheet).
  - d. Identify your direct experience and expertise in convention, event, or hospitality industry.
  - e. Describe ability to provide special event rental services for small or large, multi-location events. Be specific in detailing the event from beginning to end including ability to provide set-up and take-down services.
  - f. Describe in detail the warranty given on all equipment and service.
  - g. Identify any certifications and licenses that you the contractor and/or employee(s) may currently hold.
  - h. Describe the training, expertise, and supervision of personnel employed by the contractor that will be assigned to service this contract.
  - i. Include a list of manufacturer certifications or include a description of experience Offeror has on all equipment, systems, and supplies to be provided by the Offeror.
  - j. Provide resumes of key personnel that will be assigned to this tasking.

6. Offeror's Ability to Provide Types of Products/Services identified and the Quality of the Products/Services Offered (based on product list, descriptive literature, on-line capability, etc.
  - a. Provide the internet address for your firm's online special event rental catalog, if available, or promotional material that provides photographs, descriptions, quantities available and pricing for offered items.
  - b. Describe seating options including the maximum number of uniform chairs that can be accommodated with one order. Include seating specifications, colors, etc. Provide descriptive literature, specifications and pictures of seating options being offered.
  - c. Describe staging options to include various sizes, styles, skirting, etc. Provide descriptive literature, specifications, and pictures of staging being offered.
  - d. Describe table options to include various sizes and styles. Provide descriptive literature, specifications and pictures of tables being offered.
  - e. Describe tent options to include various sizes and styles and associated cost. Provide descriptive literature, specifications and pictures of tents being offered.
  - f. Describe portable sanitation unit options to include various sizes and styles and associated cost. Provide descriptive literature, specifications, and pictures of comfort stations being offered.
  - g. Describe portable generator options to include various sizes and power capabilities. Provide descriptive literature, specifications, and pictures of generators being offered.
  - h. Provide information on other items your firm provides for special event rental.
7. Offeror's Specific Plans or Methodology to be used in performing services (including capability and plan of action to meet UMW demand signal for regularly scheduled key events, for short-fuse events, to address inclement weather alterations, etc.
  - a. Describe timeframe for set-up and take-down of equipment.
  - b. Describe consultation and guidance that may be provided to UMW in determining exact needs for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.
  - c. Describe in detail cancellation requirements.
  - d. Describe invoicing procedure and timelines. Provide sample invoice with proposal.
  - e. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at UMW and how tight deadlines are met.
  - f. Provide any documented standard operating procedures that would mitigate risk to UMW.
  - g. Describe your staffing plan for delivery, set-up, operation, take-down and removal of equipment (numbers of employees, types of employees, responsibilities of employees).
  - h. Understanding Commonwealth of Virginia Higher Education requirements for Commencement Support for the same or similar timeframes, describe your capacity to meet that demand.
  - i. Describe any proposed subcontracting arrangements and expectations.
  - j. Describe your inclement weather procedures.
8. Pricing (prices, rebates, discounts, internships, sponsorships, etc.
  - a. Complete pricing schedule attached (Attachment 3) by entering pricing information for all items that your company can provide.
  - b. Identify any offered discounts, rebates, opportunities for internships, sponsorships.
  - c. Identify any add-on charges proposed in complete detail (shipping by order, by load; by delivery; split order add-on charges; cancellation fees; credit card fees). Any add-on charges that are not identified in your original proposal will not be permitted under a resulting contract. It is imperative that you identify all potential add-on charges for consideration.
9. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.

10. Include any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist, Attachment 6, prior to submission.

- VII. STATEMENT OF NEEDS:** UMW desires to secure the services of professional special event rental firms with direct experience and expertise in convention, event, or hospitality industry. In support of the awarded contract, the Contractor shall be responsible for the following:
- a. As required by the University, the Contractor shall provide goods and services for equipment rental, including outdoor tents, chairs, staging, tables, linens, generators, heaters, props, furniture, temporary structures, labor, insurance, supervision, incidentals, and other related supplies, services, furniture, and equipment, on an as-needed basis for special event rental services to the University.
  - b. Location of Contractor's Service Center must be within a 75-mile radius of the UMW's Main Campus, 1301 College Avenue, Fredericksburg, VA 22401.
  - c. Implementation and adherence to proper safety and health precautions to protect, at a minimum, all of its work, employees, the public and University personnel, students, and guests.
  - d. Equipment/Structures:
    - i. Contractor will deliver in-stock equipment in accordance with delivery expectations of the end user. Delivery time on any non-stock equipment will be detailed to the end-user prior to order placement.
    - ii. All equipment shall conform to any and all established manufacturer or industry standards and/or legally required laws, ordinances, and/or codes and shall be uniform, clean, superior quality, operable with no broken parts, and the same color within each ceremony/location. UMW will at its sole discretion determine if equipment is acceptable for use.
    - iii. The Contractor shall have in current stock, or available for rental at the required time, all equipment in sizes bid. Tents larger than 30' x 30' may be either framed or center pole.
    - iv. Contractor shall provide an event site diagram which includes rental equipment layouts, if needed. The contractor will provide verbal and written instructions for the use of equipment.
    - v. The Contractor will be provided a site visit prior to delivery of rental equipment at no additional charge to the University.
    - vi. All rentals will include set-up, break-down, and return of the site to its original condition unless the University requests otherwise.
    - vii. The Contractors shall adhere to all manufacturer, University and Commonwealth of Virginia requirements related to anchoring systems, side panels, lighting, exits, locations of heaters, generators, etc.
    - viii. The Contractor shall be responsible for monitoring weather conditions and may be required to cancel the erection/use of the structure should wind speed exceed manufacturer and Commonwealth requirements.
    - ix. Damages to listed equipment caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.
  - e. Requirements regarding Site Plans include, but are not limited to:
    - i. Temporary Structure Site Plans shall indicate distances from other occupied Buildings and Structures and the Use Group of these structures, if within 40 feet of the permit requested Temporary Structure.

- ii. Indicate on Site Plan(s) other site occurring/affecting items, such as: general site slope(s) and ground cover, sidewalks, paths, stairs, ramps, wheelchair egress/access, roadways, drives, trees, bushes, landscaping, bodies of water, other temporary structures and site improvements.
  - iii. For further information and for information on other temporary structures, the Contractor may be required to contact the Division of Engineering and Buildings (DEB) Lead Reviewer assigned to UMW to discuss the specific data and supporting documents which will be required.
- f. Licenses, Permits and Certifications:
  - i. Contractor will be required to meet any/all license requirements stated within the contract at such time as the University has a project that needs to be fulfilled.
  - ii. Contractor must have personnel that are knowledgeable of “temporary structure permits” through the Commonwealth of Virginia and shall be trained and qualified to handle work of this type.
  - iii. Contractor shall be certified by the manufacturer or have established experience on all equipment, systems and supplies on which the firm will provide. The Contractor will provide documentation on manufacturer certification and/or references as requested by UMW throughout the duration of the contract.
  - iv. The University shall be responsible for obtaining permits for temporary structure through DEB. However, the Contractor may be required to assist the requesting Department with the following supporting documents for tents and other amusement devices:
    - 1) Site Plan, showing tent location and adjacent structures
    - 2) Floor Plans, with Exits shown
    - 3) Floor Plans, with Furnishing Layouts/Setups shown (e.g., tables, chairs, stages, food service, dance floor, etc.)
    - 4) Certificate of Conformance with NFPA 701 for Flame Resistance, if applicable.
- g. Failure to Perform or Deliver:
  - i. Failure of the Contractor to deliver in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Contractor, and the University will not be held responsible for any restocking fee or penalty.
  - ii. Failure to provide equipment that has been scheduled and confirmed in advance shall be considered a failure to perform and may result in cancellation of the contract. All requests are understood by the Contractor to be dependent on availability. If the Contractor is unable to provide the scheduled equipment more than three (3) times during each contract year, the contract may be cancelled.
  - iii. Repeated failure to furnish materials on time, poor quality or unacceptable performance on the part of the contractor shall be deemed sufficient cause for cancellation of the agreement by the University.
- h. Contractor Employees:
  - i. Contractor shall be responsible at all times for the actions and work of its employees. The contractor shall enforce strict discipline and good order among event personnel. UMW reserves the right to require the contractor to remove any employee whose behavior is deemed as unprofessional or objectionable.
  - ii. The contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor or supervise the Contractor’s employees, ensuring adherence to the work schedule and quality of work.

- 1) One supervisor shall be appointed as main contact for the University's Contract Administrator.
  - 2) The supervisor shall be able to speak and read English fluently.
  - 3) It is expected that this person will report to the Contract Administrator or his/her designee daily when work is being performed under this contract.
- iii. Employee Conduct: The supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to compliance with the following rules:
- 1) Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on University premises.
  - 2) No loud, boisterous or rude conduct shall be permitted.
  - 3) Contractor's employees shall not use or tamper with office machines nor use University telephones at any time.
  - 4) No smoking or vaping on UMW premises.
  - 5) No radios, no portable music sources, nor the use of residence hall televisions shall be permitted.
  - 6) No unauthorized personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.
- iv. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person for the University.
- v. Contractor employees are required to wear uniforms to designate their affiliation at all times while on University property. Uniforms will contain the Contractor's name and the person's name designated on the upper portion of the shirt. Uniforms must remain consistent for proper identification purposes. The Selected Firm's personnel must have a photo ID with their name, company name, and be worn above the waist at all times. The University requires such identification for security precautions and access will be prohibited if University personnel do not recognize the identification.
- i. Communications:
- i. The Contractor shall designate a single company representative as the contact person for all rental requests. The designated representative shall advise UMW of equipment availability and shall confirm each rental.
  - ii. The Contractor shall identify and provide a contact person and a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify the UMW representative ordering the equipment and/or UMW's Contract Administrator.
  - iii. Contractor will provide an answering service available for emergencies 24-hours a day, seven days a week.
- j. Pricing Schedule:
- i. The quantities shown in the Pricing Schedule are for the purposes of evaluation only; the one-day event rental prices (unit price) will set the baseline for pricing for future purchase

orders.

k. Damages/Insurance

- i. The Contractor is responsible for damages resulting from equipment failure that may cause personal injury to an Individual or to University facilities or equipment. The Contractor agrees to purchase such insurance over and above the University's stated minimum commercial general liability coverage that they consider necessary to protect their equipment from damage or destruction during the term of this contract. The Contractor also agrees that the University shall have no obligation for payment of damages of any nature to equipment provided. Contractor further understands and agrees that no employee of UMW, other than the designated Procurement Services department representative, is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation or in a purchase order issued against this solicitation, and that any signature of a University employee shall be interpreted as the University's acknowledgement of delivery only.
- ii. In addition to the above, the Contractor shall provide to the Purchasing Agent (Procurement Services) a Certificate of Insurance indicating that the Contractor has in force the coverage specified in the Terms and Conditions of this Solicitation/Contract.

l. Ordering Process:

- i. Develop clear, concise, and professional quality written quotes for each event for review and acceptance by UMW.
  - 1) Upon receipt of a written request from UMW, the contractor shall furnish a written description of the scope of services to be provided, ensuring mutual understanding and agreement of the services/work to be performed. The written description shall also include an estimate of the costs to complete the service, a set-up and pick-up date, expressed as either a definite date or the number of days after receipt of UMW's eVA purchase order.
    - a) Quoted prices for a specific event shall include any and all additional costs/fees associated with product procurement (such as, but not limited to, freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).
- ii. Upon approval of the quote by the Events Office, an eVA purchase order will be issued as authority to proceed with the work. The eVA purchase order shall incorporate the contractor's quote as a "not to exceed" cost and the agreed upon delivery and pick-up time.
- iii. Request for rentals may be made by telephone, fax, or letter against a valid UMW Purchase Order Agreement.
- iv. The Contractor shall perform no work that would result in exceeding the dollar limitation of the eVA purchase order without first having obtained written approval from the Agency.
- v. The University will make every effort to provide the Contractor notice of such events no later than one (1) month prior to the event date.

**VIII. CONTRACT ADMINISTRATION:**

- A. The Executive Director of Events and catering, 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. Although resulting contracts may be assigned under Contract Administration to the Special Assistant to the President/University Events or their designee, other University departments shall retain the authority to utilize any resulting contracts.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/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:

<b>Criteria</b>	<b>Point Value</b>
Offeror’s Qualifications and Experience in Providing Goods/Services (including experience with DEB, commitment of key personnel with qualifications and experience, past performance).	20
Offeror’s Ability to Provide Types of Products/Services identified and the Quality of the Products/Services Offered (based on product list, descriptive literature, on-line capability, etc.).	20
Offeror’s Specific Plans or Methodology to be used in performing services (including capability and plan of action to meet UMW demand signal for regularly scheduled key events, for short-fuse events, to address inclement weather alterations, etc.).	20
Pricing (prices, rebates, discounts, internships, sponsorships, etc.)	20
Small Business Subcontracting Plan	20
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/umw-terms-conditions/>

**XI. SPECIAL TERMS AND CONDITIONS:**

- A. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days from the closing date of the solicitation. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the proposal shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the proposal specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

- B. ACCESS TO WORK:** The University, the University’s inspectors and other test personnel, and inspectors from Department of Labor and Industry, DEB, or other agencies as appropriate, shall have access to the work at all times. The Contractor shall provide proper facilities for access and inspection.
- C. ADDITIONAL GOODS AND SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
- D. ADVERTISING TO THE GENERAL PUBLIC:** In the event a contract is awarded for services resulting from this proposal, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- E. 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, the University will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
- F. 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.
- G. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- H. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. 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:
- i. a separate award of each item,

- ii. an award of a group of items,
- iii. an award either in whole or in part,
- iv. a single award, or
- v. a multiple award

- J. CANCELLATION OF CONTRACT:** 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 deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received 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.
- K. CHANGES TO THE CONTRACT:** Changes can be made to the contract by written mutual agreement 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.
- L. CONTROLLING VERSION (for solicitation):** 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.
- M. CONTROLLING VERSION (for contract):** 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.
- N. COMPLIANCE:** Failure to comply with any of the specifications contained in the scope of work provided herein may result in cancellation of contract.
- O. CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand (\$750,00) or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one-thousand dollars (\$1,000) or more, but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
 Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of §54.1-1115 of the Code of Virginias (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- P. 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.

- Q. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UMW PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on UMW property. The results of the background checks will be directed solely to the Contractor. The Contractor bears the responsibility for confirming to the University Contract Administrator that the background checks have been completed prior to the work being performed by their employees or subcontractors. The Contractor shall only assign to work on University properties those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Disapproval by UMW will solely apply to UMW property and should have no bearing on the Contractor's employment of an individual outside of UMW.
- R. 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 for 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 clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. 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.
- T. E-VERIFY PROGRAM:** Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- U. ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.
- V. EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
- W. EXTRA CHARGES PROHIBITED:** The bid price shall be for the product and delivery, and shall include all applicable freight and transportation charges; extra charges will not be allowed.
- X. FINAL INSPECTION:** The contractor shall demonstrate to the authorized UMW representative that the work is fully operational and in compliance with contract specifications and code. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- Y. FISCAL YEAR PROCESSING:** The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

**Z. FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS:**

1. Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:
  - I. Requests from Offerors to any departments of the University, with the exception of Purchasing, for information, comments, etc.
  - II. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
  - III. Contact with any individuals participating on the selection committee.
2. Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:
  - I. Pre-proposal conference
  - II. Oral presentation, if requested
  - III. Site visits, etc.

**AA. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless 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 furnished by the Contractor/any services of any kind or nature 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, good or equipment delivered.

**BB. 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.

**CC. INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative of the University. Any omission or failure on the part of such representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

**DD. INSPECTION OF JOB SITE:** Contractor certifies that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

**EE. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

**FF. INSURANCE:** By signing this contract, the Contractor certifies it will have the following insurance coverage at the time the contract is awarded and through the term of each contract renewal period. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et. Seq. of the Code of Virginia. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage's 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:

1. 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.
2. Employer's Liability - \$100,000.
3. 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.
4. Automobile Liability - \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract.)

**GG. KEYS:** If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.

**HH. LATE PROPOSALS:** To be considered for selection, proposals must be uploaded to eVa by the specified due date and time. After this deadline, eVa will not accept file uploads, resulting in the proposal not being submitted and contractor's ineligibility for contract award.

**II. LIQUIDATED DAMAGES, FURNISH AND INSTALL:** Work shall begin at the designated date and time requested by the contract administrator and all work shall be completed by the date and time stated on the purchase order. It is hereby understood and agreed by the contractor that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, the contractor will be responsible for re-procurement costs including, but not limited to, contracting with a new vendor to complete the necessary services; except that if the delivery be delayed by act, negligence or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written

request and justification for an extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.

**JJ. MISS UTILITIES:** As required, it shall be the Contractor's responsibility to contact Miss Utilities a minimum of forty-eight (48) hours prior to installation to have all existing underground utilities located, and shall be responsible for any damage to the underground utilities during the performance of this contract.

**KK. OPERATING VEHICLES ON UMW CAMPUS:** Operating Contractor vehicles on sidewalks, plazas, grass, flower beds, walkways, fountains, and University seal is prohibited. The safety of our students, faculty and staff is of paramount important to us. Accordingly, violators may be charged.

**LL. ORDERING PROCEDURES:** The awardee of a contract under this solicitation shall be issued one (1) master contract, which will be valid for the term of the contract. Individual purchase orders will be issued on a per occurrence basis when goods are required. Each purchase order will reference the particular goods to be provide and the master contract number.

**MM. PERMITS:**

1. The University will be responsible to obtain all necessary permits for work directed under this contract.
2. The Contractor shall comply with all applicable federal, state, and local laws, codes, and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.

**NN. PREBID/PREPROPOSAL CONFERENCE – OPTIONAL:** An optional preproposal conference will be held at 10:00 a.m., June 12, 2025 at the Eagle Village Executive Offices, Suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. 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.

**OO. PRICE ESCALATION/DE-ESCALATION:**

1. Price adjustments may be permitted for changes in the contractor's cost of materials and are only authorized at time of renewal (exercise of option periods) and only if formally documented in a corresponding contract modification. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
2. Contractor shall give not less than ninety (90) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the term of the next option period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
  - I. Verify that the requested price increase is general in scope and not applicable just to the University
  - II. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
3. The Procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that

decreases which affect the cost of materials are required to be communicated immediately to the Procurement office.

**PP. PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**QQ. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** UMW maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

**RR. 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.

**SS. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for five (5) successive periods, or as negotiated, under the terms and conditions of the original contract except stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the contract for an additional one- year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of all the services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**TT. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women- Owned Business or a Minority-Owned Business unless certified as such by the DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- i. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly or quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been

subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information:

- I. Name of firm with the DSBSD certification number
- II. Phone number
- III. Total dollar amount subcontracted
- IV. Category type (small, women-owned, or minority-owned)
- V. Type of product or service provided

Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

2. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly or quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**UU. STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

UMW, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace\*, or on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party\* who either complains about harassment or who participates in any investigation concerning harassment.

The Commonwealth expressly prohibits workplace violence\*. Prohibited conduct includes, but is not limited to: Injuring another person physically; Engaging in behavior that creates a reasonable fear of injury to another person; Engaging in behavior that subjects another individual to extreme emotional distress; Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business; Intentionally damaging property; Threatening to injure an individual or to damage property; Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and Retaliating against any employee who, in good faith, reports a violation of this policy.

Violations of the above standards of conduct may result in requests for apparent offenders to temporarily or permanently leave the workplace.

**VV. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 Section B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to

Title 13.1 or Title 50 is required to include in its bid or proposal the Identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Title 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and is not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Reference Attachment 1.

**WW. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

The contractor shall be responsible for completely supervising and directing the work done under this contract by subcontractors that may be utilized in support of the contract, using the contractor's best skill and attention. Subcontractors performing work under this contract shall be accountable to the prime contractor.

**XX. SUBMISSION OF INVOICES:** All invoices shall be submitted within thirty (30) days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the thirty (30) day period will not be processed for payment.

**YY. UNDERSTANDING OF REQUIREMENTS:** 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. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least fourteen (14) days prior to the time set for receipt of proposals. A copy of all queries and the respective response will be provided in the form of an addendum. Your signature on your Offer certifies that you fully understand all facets of this solicitation.

**ZZ. USE OF PREMISES AND REMOVAL OF DEBRIS:** The contractor shall:

1. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
2. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
3. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Contract Administrator for parking in other areas.

**AAA. WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.

**BBB. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

**CCC. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its Subcontractor(s):

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operation, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.

**DDD. CONFLICT OF TERMS:** In the event of any inconsistency or conflict between the provisions of this Agreement and any other related rental agreements, policies, or documents referenced herein, the terms of this Agreement shall prevail.

**XIII. SUPPLIER ONBOARDING and METHOD OF PAYMENT:** *All awarded Contractors must be [registered with the University](#) to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
  - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
  - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 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.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.  
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, **all physical invoices must be received at the address below** and should reference the eVA purchase order and UMW contract numbers as applicable. **All electronic invoices must be sent to [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu)**. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON  
Attn: ACCOUNTS PAYABLE  
1301 COLLEGE AVENUE  
FREDERICKSBURG, VA 22401

**XIV. ATTACHMENTS:**

The following Attachments are provided herein for completion by the Offeror and included within the proposal submission:

- Attachment 1. Single, Emergency and Administrative Point of Contact Identification Sheet
- Attachment 2. Contractor Data Sheet
- Attachment 3. Pricing Schedule
- Attachment 4. SWAM Subcontracting Plan
- Attachment 5. Subcontracting spend Reporting
- Attachment 6. Proposal Checklist
- Attachment 7. Staging Diagram

**ATTACHMENT 1**  
**POINT OF CONTACT INFORMATION SINGLE POINT OF CONTACT**  
**RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE**

**PRIMARY POINT OF CONTACT**

<b>CONTACT PERSON'S NAME</b>	
<b>CELL PHONE NUMBER</b>	
<b>IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?</b>	
<b>BEEPER/PAGER NUMBER</b>	
<b>TELEPHONE NUMBER – NORMAL WORKING HOURS</b>	
<b>TELEPHONE NUMBER – AFTER WORKING HOURS</b>	
<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>	

**EMERGENCY POINT OF CONTACT**

<b>CONTACT PERSON'S NAME</b>	
<b>CELL PHONE NUMBER</b>	
<b>IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?</b>	
<b>BEEPER/PAGER NUMBER</b>	
<b>TELEPHONE NUMBER – NORMAL WORKING HOURS</b>	
<b>TELEPHONE NUMBER – AFTER WORKING HOURS</b>	
<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>	

**(Attachment 1 Continued)**

**INVOICING/PAYMENT POINT OF CONTACT**

<b>CONTACT PERSON'S NAME</b>	
<b>CELL PHONE NUMBER</b>	
<b>IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?</b>	
<b>BEEPER/PAGER NUMBER</b>	
<b>TELEPHONE NUMBER – NORMAL WORKING HOURS</b>	
<b>TELEPHONE NUMBER – AFTER WORKING HOURS</b>	
<b>FAX NUMBER</b>	
<b>EMAIL ADDRESS</b>	

**ATTACHMENT 2 CONTRACTOR DATA SHEET**  
**RETURN THIS COMPLETED FORM WITH YOUR PROPOSAL PACKAGE**

**QUALIFICATION OF CONTRACTOR:** The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

- **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service.

\_\_\_\_\_ **Years** \_\_\_\_\_ **Months**

- **REFERENCES:** Indicate below a list of at least four (4) recent references, either commercial or governmental, for which this type of service has been provided. Include the date the service was furnished, and the name and address of the person the University has permission to contact, date of service, value or order, and contract number:

Name & Address	Contact Person	Email Address	Telephone Number	Description of Work & Date Completed

**ATTACHMENT 3-- PRICING SCHEDULE**

**RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE**

The Contractor agrees to provide the services in compliance with the scope of work for each specific line item/services at a firm fixed price for the period of this agreement as follows.

In any instance where the contractor cannot provide the required services within an acceptable timeframe, the University reserves the right to purchase these services on the open market.

The quantities are estimated quantities used for evaluation purposes only. The University reserves the right to purchase those services actually needed and in quantities as required by the University regardless of whether such total quantities are more or less than those shown.

Item No	Description	Daily Rental	Quantity	Unit	Total
	<b>TENTS and Canopies (Provide, Install, and Remove)</b>				
	<b>To include poles and concrete anchors, courtyard tents (all require concrete anchors)</b>				
1	Tents, 10' x 10', Standard Tent	\$		Each	\$
2	Tents, 10' x 10', High Peaked	\$		Each	\$
3	Tents, 15' x 15'	\$			
4	Tents, 15' x 30'	\$		Each	\$
5	Tents, 20' x 20'	\$		Each	\$
6	Tents, 30' x 30'	\$		Each	\$
7	Tents, 30' x 40'	\$		Each	\$
8	Tents, 30' x 45'	\$		Each	\$
9	Tents, 30' x 50'	\$		Each	\$
10	Tents, 30' x 60'	\$		Each	\$
11	Tents, 30' x 75'	\$		Each	\$
12	Tents, 40' x 80'	\$		Each	\$
13	Tents, 60' x 100'	\$		Each	\$
14	Tents, 80' x 100'	\$		Each	\$
15	Tents, 80' x 210"	\$		Each	\$
16	Clear Top Tent, 30' x 30'	\$		Each	\$
17	Clear Top Tent, 30' x 40'	\$		Each	\$
18	Clear Top Tent, 30' x 45'	\$		Each	\$
19	Clear Top Tent, 30' x 50'	\$		Each	\$
20	Clear Top Tent, 30' x 60'	\$		Each	\$
21	Clear Top Tent, 30' x 30'	\$		Each	\$
22	Clear Top Tent, 30' x 75'	\$		Each	\$
23	Clear Top Tent, 30' x 90'	\$		Each	\$
24	Clear Top Tent, 40' x 45'	\$		Each	\$
25	Clear Top Tent, 40' x 50'	\$		Each	\$
26	Clear Top Tent, 40' x 60'	\$		Each	\$
27	Clear Top Tent, 40' x 80'	\$		Each	\$
28	Clear Top Tent, 40' x 100'	\$		Each	\$
29	Clear Peak Tent, 10' x 10'	\$		Each	\$
30	Clear Peak Tent, 10' x 20'	\$		Each	\$
31	Clear Peak Tent, 15' x 15'	\$		Each	\$
32	Clear Peak Tent, 20' x 20'	\$		Each	\$

33	Clear Peak Tent, 20' x 30'	\$		Each	\$
34	Clear Peak Tent, 20' x 40'	\$		Each	\$
35	Sail Cloth Tent, 45' x 44'	\$		Each	\$
36	Sail Cloth Tent, 45' x 64'	\$		Each	\$
37	Sail Cloth Tent, 45' x 84'	\$		Each	\$
38	Sail Cloth Tent, 45' x 104'	\$		Each	\$
<b>TENT Accessories (Provide, Install, and Remove)</b>					
39	Concrete Anchors	\$		Each	\$
40	Concrete Covers	\$		Each	\$
41	Tent Pole Covers	\$		Each	\$
42	Tent Liner for Each Size Tent	\$		Each	\$
43	Tent Lights, Bistro – Black and White	\$		Each	\$
44	Tent Lights, Lanterns, Japanese 12", 16", 20" and 24"	\$		Each	\$
45	Tent Fan	\$		Each	\$
46	Tent Fan - 12"	\$		Each	\$
47	Tent Fan – 18"	\$		Each	\$
48	Drum Fan, 24"	\$		Each	\$
49	Tent Gutter	\$		Each	\$
<b>TABLES (Rental, Set-up, Breakdown)</b>					
50	Banquet Rectangular 4' x 30"	\$		Each	\$
51	Banquet Rectangular 6' x 30"	\$		Each	\$
52	Banquet Rectangular 8' x 30"	\$		Each	\$
53	Banquet Rectangular 6' x 18"	\$		Each	\$
54	Banquet Rectangular 8' x 18"	\$		Each	\$
55	Banquet Rectangular 8' x 30" Children's Table	\$		Each	\$
56	Banquet Round 3'	\$		Each	\$
57	Banquet Round 4'	\$		Each	\$
58	Banquet Round 5'	\$		Each	\$
59	Banquet Round 6'	\$		Each	\$
60	Cocktail Rounds Tall and Standard Heights 24"	\$		Each	\$
61	Cocktail Rounds Tall and Standard Heights 30"	\$		Each	\$
62	Square 2', Standard and High Top	\$		Each	\$
63	Square 4', Standard	\$		Each	\$

64	Square 5', Standard	\$		Each	\$
65	Serpentine 8'	\$		Each	\$
66	Timberwood Farm Table, 4' x 8'	\$		Each	\$
67	Timberwood Benches for Farm Table	\$		Each	\$
68	King Table, 4' x 8' Rectangular Table	\$		Each	\$
<b>CHAIRS (Rental, Set-up, Breakdown)</b>					
69	Padded Garden, White, Black and Natural	\$		Each	\$
70	Folding Black, White, and Tan	\$		Each	\$
71	Chivari Barstool, Black and Natural, mahogany,	\$		Each	\$
72	Chivari Black, Gold, Silver, Mahogany, and White	\$		Each	\$
73	Set Up/ Knock Down of Chairs	\$		Each	\$
<b>STAGE SECTIONS, 4' X 8' (PROVIDE, INSTALL, AND REMOVE)</b>					
74	Stage, 12" High	\$		Each	\$
75	Stage, 32" High	\$		Each	\$
<b>STAGE EQUIPMENT (PROVIDE, INSTALL AND REMOVE)</b>					
76	Staging (Risers 4 x 4)	\$		Each	\$
77	Staging Steps	\$		Each	\$
78	Black Astroturf Covering for Stage	\$		Each	\$
79	4' Guard Rails for Staging	\$		Each	\$
80	ADA Access Ramps by the Foot	\$		Each	\$
<b>STAIRS (PROVIDE, INSTALL AND REMOVE)</b>					
81	Stairs, 12" High	\$		Each	\$
82	Stairs, 32" High	\$		Each	\$
<b>PIPES AND DRAPES (RENTAL ONLY)</b>					

83	10' High Black, Navy Blue and Royal Blue, White	\$		Each	\$
84	12' High Black, Navy Blue and Royal Blue, White	\$		Each	\$
85	20' High Black, Navy Blue and Royal Blue, White	\$		Each	\$
<b>STANCHIONS (RENTAL ONLY)</b>					
86	36" High, without Rope	\$		Each	\$
87	White Plastic with White Plastic Chain	\$		Each	\$
<b>STANCHIONS CHROME PORTA POST</b>					
88	6' Section Red and Black Velour Rope	\$		Each	\$
89	8' Section Red and Black Velour Rope	\$		Each	\$
<b>ARCHES (PROVIDE, INSTALL AND REMOVE)</b>					
90	Wood	\$		Each	\$
<b>COLUMN (PROVIDE, INSTALL AND REMOVE)</b>					
91	33"	\$		Each	\$
92	46"	\$		Each	\$
93	56"	\$		Each	\$
94	76"	\$		Each	\$
95	Stage Façade, 3' x 4'	\$		Each	\$
96	Bar Top for Rectangular Table and Skirting, 6'	\$		Each	\$
<b>SCREEN (PROVIDE, INSTALL AND REMOVE)</b>					
97	6 Panel Bi-Fold Screen, White	\$		Each	\$
<b>LOUNGE FURNITURE (PROVIDE, INSTALL AND REMOVE)</b>					
98	Sectional Full Sofa	\$		Each	\$
99	Sectional Love Seat	\$		Each	\$
100	Sectional Arm Chair	\$		Each	\$

101	Sectional Ottoman	\$		Each	\$
<b>FLOORING (PROVIDE, INSTALL AND REMOVE)</b>					
102	Deck Flooring	\$		Each	\$
103	Dance Floor	\$		Each	\$
104	25' Red Carpet	\$		Each	\$
105	50' Red Carpet	\$		Each	\$
<b>MISCELLANEOUS (PROVIDE, INSTALL AND REMOVE)</b>					
106	6' Bar Tops for Rectangular Tables	\$		Each	\$
107	Portable Bar	\$		Each	\$
<b>BAR</b>					
108	Portable Acrylic Bar	\$		Each	\$
<b>COMMENCEMENT STAGING</b>	See requirements for staging along with diagrams (Reference Attachment 7 to this RFP)	\$		Each	\$
<b>DELIVERY</b>		(Per Order)	(Flat Rate)		
109	Delivery and Pickup Charge, Flat Rate, for Chairs, Tables, Pipe and Drapes, Stanchions, and other items as Required.	\$	\$	Events	\$
<b>TOTAL NET PRICING:</b>					\$
110	Informational Pricing: The Contractor offers to the University the following discount from the contractor's standard published list price in effect at the time of the rental for all items not listed above % - Listed Price				

**ATTACHMENT 4 -- SMALL BUSINESS SUBCONTRACTING PLAN**  
**MUST BE COMPLETED AND RETURNED 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 4 (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 (\$)
<b>Total Planned Subcontracting Spend (\$)</b>					

ATTACHMENT 5 -- SMALL BUSINESS SUBCONTRACTING PLAN

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE

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

UNIVERSITY OF MARY WASHINGTON

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

- Agency Reports
- View UMW's Expenses
- SWaM and Non-SWaM Reporting**
- Vendor Feedback

## SWaM Subcontractor Reporting

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

**Vendor \***

Please enter the name of the COMPANY

**Contract Number**

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

**ATTACHMENT 6**  
**Proposal Submission Checklist**  
**NOT REQUIRED TO BE INCLUDED IN PROPOSAL**

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**

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- No Questions Accepted after June 12, 2025, 2:00 p.m. All Questions must be directed toward the Procurement Officer for this solicitation: Kenneth Manahan, [kmanaha2@umw.edu](mailto:kmanaha2@umw.edu), and 540-654-1006.
- Proposal Due Date: July 3, 2025, no later than 2:00 p.m.- eVA will disallow any proposal uploads after 2:00 p.m., and therefore will not be accepted.
- Proposals shall be uploaded via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).
  - \*If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

**REQUIRED DOCUMENT SUBMISSION**

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Acknowledgement:

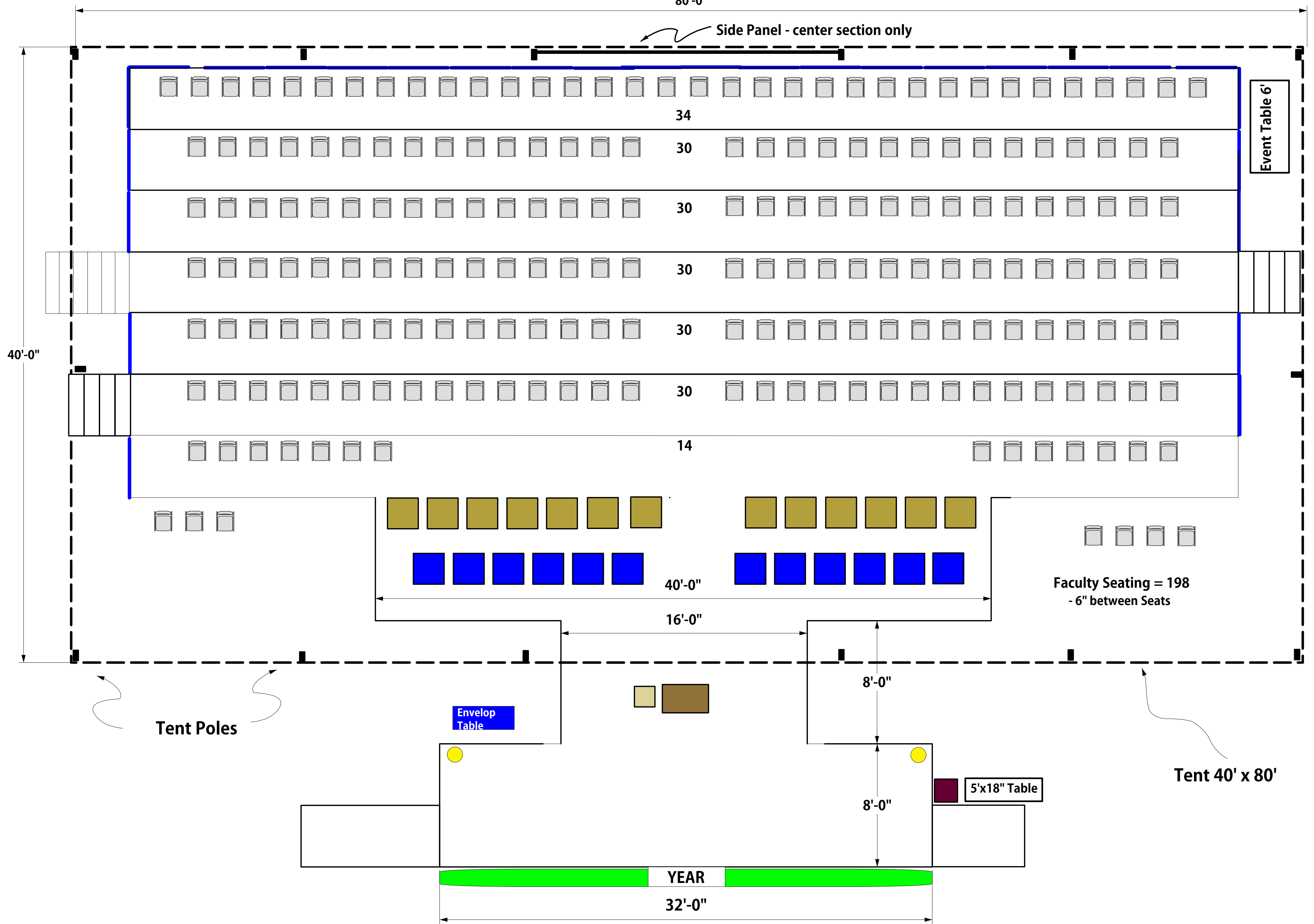
**The classification of an entire proposal document, line-item prices and/or total proposal prices as proprietary or as a trade secret is not acceptable.** If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

Documents to Submit:

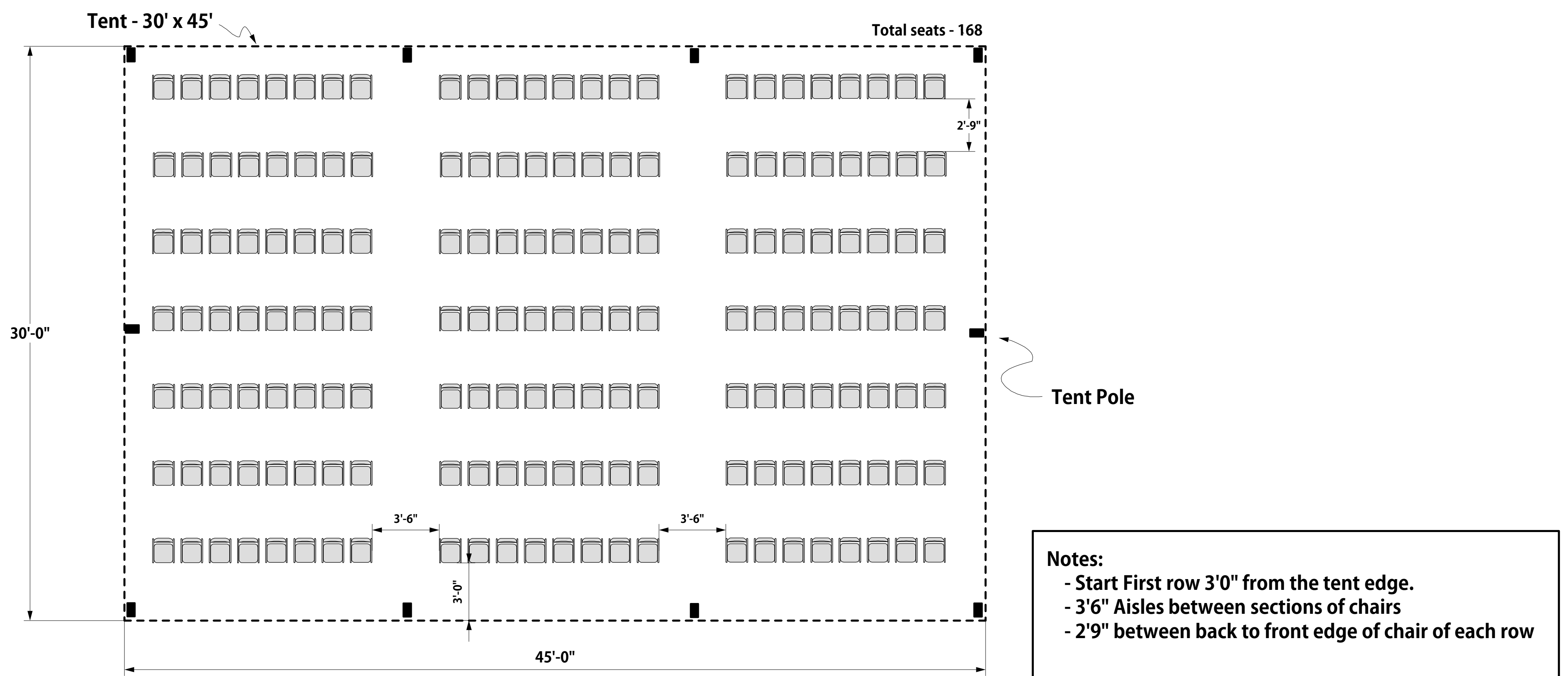
- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and Redacted)
- Completed Attachment 1, Single, Emergency and Administrative Point of Contact Identification Sheet.
- Completed Attachment 2, Contractor Data Sheet.
- Completed Attachment 3, Pricing Schedule.
- Completed Attachment 4, Small Business Subcontracting Plan.
- Current Certificate of Liability Insurance

### UMW 2025 Commencement Main Stage Layout

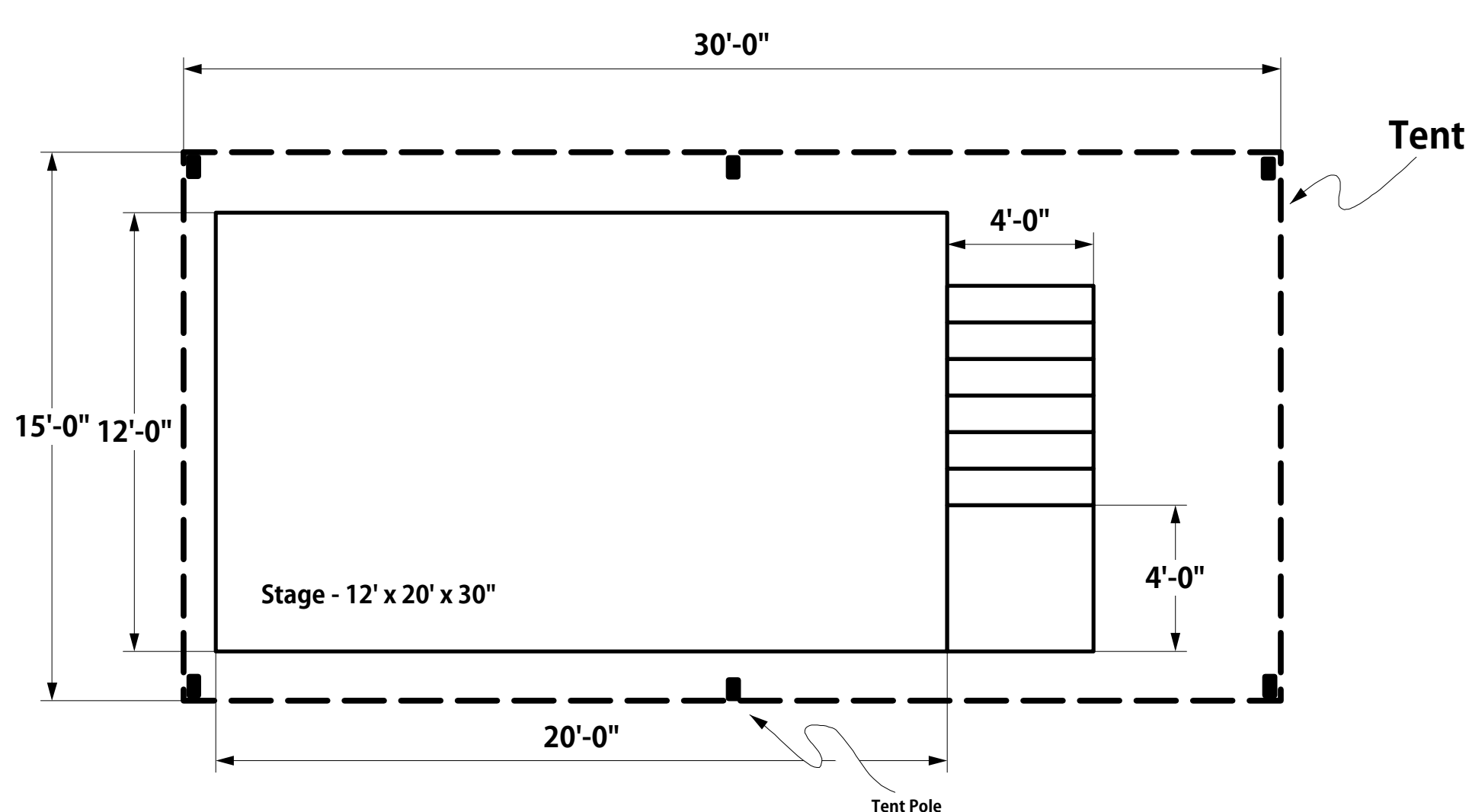
Reduce page size to view document  
80'-0"



### 2025 VIP Tent



### AV Tent/Tower



TENT and STAGE DETAILS BALL CIRCLE UNIVERSITY OF MARY WASHINGTON Drawn By: DOUGLAS E. NOBLE		Plate # <b>5</b>
Revised Date: May 5, 2025	Scale: 1/4" = 1' - 0"	

July 16, 2025

FXBG Rentals LLC,  
dba Fredericksburg Rentals  
10708 Stoner Drive, Fredericksburg, VA 22408  
Attn: Ms. Irina Milde

Subject: RFP #UCPUMW 25-1937 – Questions/Clarifications  
Reference: Fredericksburg Rentals proposal dated July 3, 2025

Dear Ms. Milde:

With reference to Fredericksburg Rentals proposal dated July 3, 2025, submitted in response to the University of Mary Washington's solicitation #UCPUMW 25-1937, based on a review of the proposal the following is offered:

- It was noted that Fredericksburg Rental had not proposed a price for Commencement Staging, which is found on the last page of the Pricing Schedule (page 34 of the RFP). Confirmation that Fredericksburg Rental did not intend to propose a price for Commencement Staging is requested. If the intent was to submit a proposed price, Fredericksburg Rental is asked to include a price for the Commencement Staging along with the response to this letter. Detailed information regarding the items and assumptions used to estimate the price must be provided.
- Within Section VI., subsection B. "Special Proposal Preparation and Submission Requirements" of the solicitation, offerors are requested to provide responses to the specific items listed. Fredericksburg Rentals did not provide the requested information. Beginning on page 8 of the solicitation, Fredericksburg Rentals is requested to respond to items 2 through 10.

Responses to these questions/clarifications are due to the undersigned, on your company's letterhead, and forwarded via email no later than 4:00 p.m., Friday, July 18, 2025. Fredericksburg Rentals shall respond to each question/request as asked within this letter, Do not submit an undated proposal.

Sincerely,

*Kenneth R Manahan*

Kenneth R. Manahan  
Sr. Contract Officer  
Email: kmanaha2@umw.edu

B. SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS: Proposals should be as thorough and detailed as possible. Offerors are required to include all of the following items within their proposal. For evaluation purposes, it is requested that the information be provided in the same order as they appear within this section.

**1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.**

Completed in initial package

## **2. Company Information:**

a. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.

We are a proud family-owned business that has been serving communities from Washington, DC to Richmond, VA since 1998.

In April 2025, the company entered an exciting new chapter under new ownership, continuing the same dedication to quality, reliability, and personal service that has defined us for over two decades.

Over the years, we've had the privilege of working with a wide range of respected clients, including:

- University of Mary Washington (UMW)
- Stafford High School
- North Stafford High School
- Mountain View High School
- Colonial Forge High School
- Marine Corps Base Quantico
- Dahlgren Naval Base
- The Community Foundation of the Rappahannock River Region
- Mary Washington House

We are honored to have earned the trust of our partners and look forward to continuing to serve with integrity and excellence.

b. Identify the number and total value of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.

Stafford HS - \$8,884.35

North Stafford HS - \$4,042.00

Mountain View HS - \$3,699.63

Colonial Forge HS - \$9,674.45

Brentsville HS - \$3,895.68

UMW - 9,588.89

Chancellor HS - \$1,003.84

Massaponax HS - 1,352.12

Germana Community College - 910.00

Total - \$43,050.96

c. Identify the location of your business indicating it is within the required 75-mile radius of UMW.

10706 Stoner Dr. Fredericksburg, VA 22408

d. Provide a certificate of insurance to substantiate the coverage is adequate to meet the University's insurance requirements as described within the Special Terms and Conditions (Section XII) contained herein.

Attached at the end of the document (some of the insurance I am waiting for the final paperwork any minute)

**3. Provide an understanding of the Section XII Special Terms & Conditions requirements for the following sections:**

a. "Requirement for Criminal Background Check of Personnel Assigned by Contactor to Perform Work on UMW Property" (section XII, Q.)

We understand and fully acknowledge the requirement that all personnel assigned to perform work on UMW property must undergo a criminal background check.

b. Drug-Free Workplace" (Section XII, R.)

We recognize and fully comply with the requirement to maintain a drug-free workplace.

**4. Include the following completed Attachments within the proposal:**

a. Point of Contact Information, Attachment 1. - Filled out in initial package

b. Contractor Data Sheet, Attachment 2. - Filled out in initial package

c. Pricing Schedule, Attachment 3 - Filled out in initial package

d. Subcontracting Plan, Attachment, 4 - Filled out in initial package

**5. Offeror's Qualifications, Experience and Past Performance:**

a. Describe your understanding and any experience with temporary structure permits through the Commonwealth of Virginia, Bureau of Capital Outlay Management.

We have experience with both Fredericksburg and Spotsylvania Fire Departments for tent permits and inspections.

b. Identify your proposed single point of contact, emergency point of contact and business (invoicing) point of contact (reference Attachment 1) for all UMW special event rental services.

Please refer to Attachment 1 for details in the initial package that was submitted on eVA.

c. Provide three references for contracts with similar size, scope, capabilities. Include the contract number, the agency name, the point of contact (Contracts and/or actual Customer), phone number, and email address, along with date of service and value of the order (reference Attachment 2, Contractor Data Sheet).

Please refer to Attachment 2 in the initial package that was submitted on eVA.

d. Identify your direct experience and expertise in convention, event, or hospitality industry.

With over 25 years of experience, Fredericksburg Rentals is a trusted leader in the event industry.

e. Describe ability to provide special event rental services for small or large, multi-location events. Be specific in detailing the event from beginning to end including ability to provide set-up and take-down services.

We can provide services for both small and larger events. In doing larger events, it will take up all of our crew. If you are having smaller events, we have then split off and do 2 different set ups at once.

f. Describe in detail the warranty given on all equipment and service.

- **Equipment Quality Guarantee:** All rental items will be clean, structurally sound, and fully functional at the time of delivery.
- **Timely Delivery Guarantee:** Equipment will be delivered and set up within the agreed-upon time window.
- **Weather Contingency Support:** If tents or staging are damaged due to severe weather, the company will do our best to provide replacement or takedown support as outlined in the rental agreement given the availability of the rental items on hand at that time.
- **Setup Accuracy Guarantee:** Equipment will be installed as specified during consultation or site visit (e.g., layout, anchoring, staging placement).
- **Emergency Response Guarantee:** On-call staff will respond to urgent issues during the event within a specified timeframe that will be agreed upon at time of booking.

g. Identify any certifications and licenses that you, the contractor and/or employee(s) may currently hold.

The FXBG Rentals LLC has the following

- State Registration: The company is registered with the Secretary of State.
- The company has an assigned Federal EIN (Employer Identification Number)
- General Liability Insurance Certificate
- Workers' Compensation Insurance
- Commercial Auto Insurance

h. Describe the training, expertise, and supervision of personnel employed by the contractor that will be assigned to service this contract.

Our team is trained in the safe and efficient setup and takedown of tents, tables, chairs, staging, and other rental equipment

i. Include a list of manufacturer certifications or include a description of experience Offeror has on all equipment, systems, and supplies to be provided by the Offeror.

All of our tent canopies are purchased with fire retardancy certificates and also come with a layout of the tent frame set up.

j. Provide resumes of key personnel that will be assigned to this tasking.

Please see attached at the end of the document

## **6. Offeror's Ability to Provide Types of Products/Services identified and the Quality of the Products/Services Offered (based on product list, descriptive literature, on-line capability, etc.**

a. Provide the internet address for your firm's online special event rental catalog, if available, or promotional material that provides photographs, descriptions, quantities available and pricing for offered items.

The website is currently under construction.

b. Describe seating options including the maximum number of uniform chairs that can be accommodated with one order. Include seating specifications, colors, etc. Provide descriptive literature, specifications and pictures of seating options being offered.

We can provide white/black folding chairs or a white resin padded chair. The white chairs we can do 2600 at once. The black folding chairs we can do 985 at once. Finally, the white resin padded chairs we can do 650 at once.

c. Describe staging options to include various sizes, styles, skirting, etc. Provide descriptive literature, specifications, and pictures of staging being offered.

Our stagings are 4x4 panels and are all black. We can offer skirting as well, but the colors for the skirts at 30" tall can be in any color. If the skirts are 15" tall they can only be white, black or ivory.

d. Describe table options to include various sizes and styles. Provide descriptive literature, specifications and pictures of tables being offered.

We have either round or rectangular wooden tables. Rectangulares consist of 6ft or 8ft. Rounds would be a 3ft, 4ft, 5ft and a 6ft round.

e. Describe tent options to include various sizes and styles and associated cost. Provide descriptive literature, specifications and pictures of tents being offered.

Our tents are all west coast frame tents, our sizes are; 10x10, 15x15, 20x20, 20x30, 30x30, 30x40, 30x50, 30x60, 30x70, 40x40, 40x60, 40x80, 40x100, 50x20, 50x40, 50x60, 50x80, 50x100.

f. Describe portable sanitation unit options to include various sizes and styles and associated cost. Provide descriptive literature, specifications, and pictures of comfort stations being offered.

N/A

g. Describe portable generator options to include various sizes and power capabilities. Provide descriptive literature, specifications, and pictures of generators being offered.

We have a 25KW whisperquiet generator for rental.

h. Provide information on other items your firm provides for special event rental.

We offer tents, tables, chairs, lighting, dance floors, stagings, china, silverware, glassware, linens.

## **7. Offeror's Specific Plans or Methodology to be used in performing services (including capability and plan of action to meet UMW demand signal for regularly scheduled key events, for short-fuse events, to address inclement weather alterations, etc.**

a. Describe timeframe for set-up and take-down of equipment.

Would depend on the quantity of items. We typically deliver on Thursdays or Fridays and then return the following Monday or Tuesday to pick up, but it can be discussed and changed if needed.

b. Describe consultation and guidance that may be provided to UMW in determining exact needs for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.

We are committed to providing personalized consultation and guidance to ensure each event meets UMW's specific needs and expectations. Our team, including the owner and sales associate, is available to conduct site visits to assess event locations, recommend optimal equipment placement, and suggest the most suitable rental solutions based on the space, terrain, and nature of the event. We are available for prompt communication via phone or email to provide ongoing support, answer questions, and make adjustments as needed. Our goal is to deliver tailored, professional recommendations that contribute to the success and smooth execution of every event.

c. Describe in detail cancellation requirements.

We have a 14-day cancellation policy in which any items cancelled inside of the 14 day mark will be subject to loss in the deposit.

d. Describe invoicing procedure and timelines. Provide sample invoice with proposal.

An initial deposit is required 14 days prior to the scheduled event date in order to confirm and secure the reservation. The remaining balance is invoiced following the event and is due within 30 days of the event date.

Invoices are issued promptly and will be delivered electronically. Each invoice will clearly detail the services provided, rental items, event date, payment terms, and any applicable taxes or fees.

A sample invoice will be included with this proposal for your reference.

e. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at UMW and how tight deadlines are met.

We understand that some events may arise unexpectedly and require rapid response. Our team is prepared to handle short-notice requests with urgency and flexibility. While each situation is evaluated on a case-by-case basis, we make every effort to accommodate UMW's needs depending on equipment availability and site logistics.

We are committed to doing everything possible to support UMW in executing successful events, even on tight deadlines.

f. Provide any documented standard operating procedures that would mitigate risk to UMW.

## 1. Delivery & Pickup Procedures

- **Pre-Delivery Checklist:** Inventory count, equipment condition, loading procedures.
- **Delivery Protocol:** Scheduling, customer contact, setup location verification.
- **Pickup Protocol:** Takedown procedures, site inspection, damage assessment.
- **Transportation Guidelines:** Securing equipment, truck loading/unloading safety.

## 2. Installation & Setup SOPs

- **Tent Installation:** Step-by-step instructions for anchoring (stakes/sandbags), structural inspection, weather precautions, permitting (if required).
- **Staging & Dance Floor Setup:** Leveling, edge protection, interlocking mechanisms.
- **Table & Chair Setup:** Placement layout, stability check, spacing for accessibility.

- **Safety Protocols:** Use of PPE (gloves, harnesses, etc.), hazard identification, wind/storm response.

### 3. Cleaning & Maintenance Procedures

- **Pre- and Post-Event Cleaning:** Cleaning tables and chairs, tent canopies, dance floor panels.
- **Equipment Inspection & Repairs:** Documenting wear and tear, routine maintenance schedules, tagging damaged items.
- **Storage Guidelines:** Proper stacking, climate-controlled storage, pest control.

### 4. Customer Service Procedures

- **Client Communication:** Booking confirmation, event reminders, point-of-contact assignment.
- **Complaint Resolution:** Incident documentation, resolution timeframes, escalation process.
- **Change Orders:** Handling last-minute changes, add-ons, or cancellations.

### 5. Staff Training & Safety SOPs

- **New Employee Orientation:** Overview of services, equipment handling, customer interaction.
- **On-Site Safety Training:** Proper lifting techniques, emergency protocols, weather hazard response.
- **Equipment Handling:** Safe setup/use of ladders, sledgehammers, power tools.

### 6. Inventory Management

- **Check-In/Check-Out Process:** Manual tracking system for rentals.
- **Loss & Damage Documentation:** Customer liability forms, incident logs.
- **Restocking & Ordering:** Threshold alerts, vendor coordination.

g. Describe your staffing plan for delivery, set-up, operation, take-down and removal of equipment (numbers of employees, types of employees, responsibilities of employees).

Our team is structured to ensure safe, efficient, and timely execution of all event services—from delivery to final removal. Staffing levels are adjusted based on the size and complexity of each event.

h. Understanding Commonwealth of Virginia Higher Education requirements for Commencement Support for the same or similar timeframes, describe your capacity to meet that demand.

We coordinate setup and breakdown times based on each school's schedule to ensure timely, efficient service during these high-demand periods.

i. Describe any proposed subcontracting arrangements and expectations.

N/A

j. Describe your inclement weather procedures.

In case of inclement weather, we can always reschedule the event to a different date, as long as we have the date available with no penalty.

## 8. Pricing (prices, rebates, discounts, internships, sponsorships, etc.)

a. Complete pricing schedule attached (Attachment 3) by entering pricing information for all items that your company can provide.

Completed in initial package submission on eVA.

b. Identify any offered discounts, rebates, opportunities for internships, sponsorships.

At this time, we do not offer rebates, internship opportunities, or formal sponsorships. However, we are open to discussing discounts based on the scope of the event, frequency of rentals, or long-term partnership opportunities.

c. Identify any add-on charges proposed in complete detail (shipping by order, by load; by delivery; split order add-on charges; cancellation fees; credit card fees). Any add-on charges that are not identified in your original proposal will not be permitted under a resulting contract. It is imperative that you identify all potential add-on charges for consideration.

### Add-On Charges

- **Credit Card Processing Fee:** A 3% fee applies to all payments made by credit card.
- **Returned Check Fee:** No fees apply to check payments unless the check is returned. A \$50 fee will be charged for any returned check.
- **Additional Labor Charges:** Certain items may incur additional labor charges depending on the complexity of the setup or site conditions. These will be discussed in advance and detailed in the quote.
- **Damage Waiver:** A standard 10% damage waiver fee is applied to cover minor wear and tear.
- **Delivery Fee:** A flat \$65 delivery fee applies within a 10-mile radius. For locations beyond 10 miles, a mileage-based delivery charge will apply and will be quoted accordingly.

All applicable charges will be clearly itemized in the proposal and final invoice. No hidden fees.

**9. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.**

**10. Include any other information the Offeror believes will help the University evaluate its proposal.**

## **UMW Commencement Main Stage Pricing**

40x80 tent w/ folding chair and tables - \$2,918.25

40x80 tent w/ white padded chair and tables - \$3,353.85

VIP 30x50 Tent w/ folding chair - 1,671.00

VIP 30x50 Tent w/ white padded chair - 2,040.60

AV Tent/Tower 20x30 w/ 12'x20'x30" stage - 1,235.00

# Irina Milde

## Owner of FXBG Rentals LLC DBA Fredericksburg Rentals Senior Business Underwriting Associate – OnDeck Inc. Part of Enova International

Stafford, VA 22554 fxbgrentals@gmail.com - (202) 403-7505

Underwriter skilled at working independently under tight deadlines in a fast pace, dynamic environment. Combined judgmental underwriting and portfolio management knowledge, self-study, classroom training, presentation skills, and on-the-job mentoring to develop underwriting analytical skills.

Authorized to work in the US

### WORK EXPERIENCE

#### FXBG Rentals LLC DBA Fredericksburg Rentals

*Owner* Fredericksburg, VA – April 2025 to Present

#### OnDeck Inc. part of Enova International

*Senior Business Underwriting Associate* Arlington, VA – November 2022 to Present

*Business Underwriting Associate* Arlington, VA – July 2018 to November 2022

- Analyzed and mitigated credit risk by evaluating applicants' credit data, cash flow, and financial statements
- Performed industry research and completed credit write-ups to approve up to \$500k loans to each qualified business
- Approved and funded over \$155 million in commercial loans to support small business growth
- Worked on 6,700 special exception cases which have an added value of \$144 million of funded loans
- Processed, analyzed applicants' eligibility and provided approvals for PPP loans
- Created Salesforce reports and presented aggregate data for analytical purposes
- Provided training for new hires as well as training and mentoring for Jr. Underwriters to improve decision quality, and assisted them in adapting to underwriting credit guidelines, salesforce and inhouse created internal systems

*Business Underwriter* Arlington, VA – September 2017 to July 2018

- Analyzed application data including financial statements, bank statements, credit card statements, and business and personal credit reports
  - Reviewed, underwrote, structured, and documented new and renewal term and revolving credit products for the SMB market.
  - Responsible for identifying, gathering, and analyzing relevant information to assess credit risk, determine sources of repayment, create appropriate loan structures, approve/decline the credit request, and ensure compliance with applicable regulations, credit policy, credit procedures, and the company's credit philosophy in an effort to mitigate loss, delinquency and overall risk.
    - Underwrote loans in accordance with company guidelines
    - Conducted interviews with prospective clients
    - Determined credit worthiness and approval amounts
    - Evaluated and provided recommendations for policy exceptions
  - Analyzed revenues and expenses and current and future debt obligations; completed debt coverage calculations and analyzed monthly operating statements
    - Analyzed historical credit and return performance of businesses to determine loan eligibility based upon underwriting and credit requirements.
    - Worked closely with operations, funding, risk, and sales departments to promote quality in loan originations, volume, customer service and profitability

*Credit Analyst* Arlington, VA - March 2016 to August 2017

- Expert in all processing operations functions - qualification, analysis and closing
- Ensuring all material data entries are accurate and all documents collected meet KYC policy
- Reviewed and analyzed financial accounting data, legal documents, contracts, proposals and other records and documents to complete the financial credit analysis
  - Compared liquidity, profitability, and credit histories of individuals or companies being evaluated with similar establishments to determine risk
    - Marketed, trained, counseled, advised, and communicated credit department policy and procedures to company personnel
    - Utilized Salesforce to deliver expert analysis on the loan applications, validate completion of legal documents and other records, and run third party reports to determine credit worthiness
    - Performed fraud analysis to determine the degree of risk involved in approving a loan or extending a credit line based upon

underwriting and credit requirements

**Pulsar Venture Capital**

*Analyst, Valuation & Market Research*

Washington, DC - January 2014 to February 2016

- Researched, identified, and qualified new investment opportunities based on market, competitor analysis, and investment criteria
- Coordinated with technical experts and investment partners to conduct on-site analysis and continuous assessment of prospective start-up's technology, business model, financial health and strategic plan in preparation for a potential investment
  - Assessed funds investment performance and cash position by conducting financial modeling
  - Prepared investment committee materials for potential investments that include financial analysis, market research, and due diligence findings, and return analysis
  - Got exposure to multiple product areas including M&A, Fixed Income and Equity, as well as various industries, including Mobile Payment, E-commerce, Hardware/Software

**EDUCATION**

**Bachelor of Science in Business Administration; Specialization: Finance**

American University, Kogod School of Business – Washington, DC

# **Martin Garcia**

## **Sales Associate – Fredericksburg Rentals**

Fredericksburg, VA 22408 Fredsupply25@gmail.com - (540)287-2410

Friendly and results-driven sales associate with 3 years of experience in the party rental industry. Skilled in customer service, event coordination, and upselling rental packages to meet client needs. Strong knowledge of event logistics, inventory management, and building long-term client relationships. Known for being organized, dependable, and detail-oriented.

### **WORK EXPERIENCE**

#### **Fredericksburg Rentals**

*Sales Associate*

Fredericksburg, VA – April, 2022 to Present

- Assist clients in selecting rental items for weddings, corporate events, birthdays, and other occasions
- Provide quotes, process orders, and follow up to ensure client satisfaction
- Coordinate with delivery and setup teams to ensure on-time service
- Maintain product knowledge of tents, tables, chairs, linens, and décor items
- Upsell rental packages and additional services to meet sales goals
- Handle last-minute requests and resolve customer issues with professionalism

*Warehouse Laborer/ Event Setup Crew*

Fredericksburg, VA – April 2015 to April 2022

- Installed tents of various sizes for weddings, festivals, corporate events, and private parties
- Set up and broke down tables, chairs, stages, dance floors, and decor
- Loaded and unloaded trucks with rental equipment, ensuring proper handling and packing
- Followed event layouts and floor plans to ensure accurate setup
- Worked closely with event coordinators and clients on-site to meet expectations
- Maintained and cleaned rental equipment before and after use
- Ensured compliance with safety procedures and used tools/equipment safely

#### **Five Guys**

Fredericksburg, VA - March 2010 to January 2011

- Provided fast, friendly customer service at the counter and register
- Prepared burgers, fries, and other menu items according to company standards
- Maintained cleanliness of dining area, kitchen, and restrooms
- Stocked supplies and followed food safety procedures
- Worked as part of a team to meet peak-hour demands and ensure customer satisfaction
- Handled customer complaints calmly and professionally

### **EDUCATION**

General Educational Development (GED)

Chancellor HS - Fredericksburg VA



10706 Stoner Drive  
 Fredericksburg, VA 22408  
**540-891-8244**  
 Fax 540-891-8246  
 www.fsr-online.com

CONTRACT NUMBER: 44044  
 INVOICE NUMBER: 139997  
 DATE AND TIME IN: 11/04/2024 4 50  
 DATE AND TIME OUT: 11/01/2024 9.00 AM

RENTED AND/OR SOLD TO

**Contract/Invoice**

ADDRESS AT WHICH EQUIPMENT WILL BE USED

Account #: 6541061  
 UNIVERSITY OF MARY WASHINGTON  
 OFFICE OF STUDENT ACTIVITIES  
 1301 COLLEGE AVENUE  
 FREDERICKSBURG, VA 22401

DEL IN AM ON 11/1 PU 11/6 AM  
 24X28X30" IN BALLROOM RAMP ON  
 ONE SIDE TAKE CLIPS FOR SKIRT  
 MARION SANFORD/HENRY PAREDES  
 Delivery Date: 11/01/2024 Time: 9.00 AM-5.00 PM  
 Pickup Date: 11/04/2024 Time: 9.00 AM-5.00 PM

540-654-1061

WRITTEN BY	CHECKED IN BY	AUTHORIZED RENTER	JOB LOCATION
MARTIN GARCIA	MARTIN GARCIA		
CAR LICENSE NUMBER	DRIVER'S LICENSE NUMBER	P.O. NO. OR JOB NO.	DATE AND TIME DUE IN
	54065XXXX		// 0.00

Item Number	Description	Qty	Rate	M	W	D	H	Date & Time	Amount
ST-AG-00	STAGING 4'X 4' Serial# 00	42	FTM 25.00			3	7.50	11/04/2024 9.00 AM	1050.00
GU-ARD-00	STAGE GUARD RAIL DOUBLE 4' X 42"	17	FTM 20.00			3	7.50	11/04/2024 9.00 AM	340.00
ST-EP1-00	STEPS 30"	2	FTM 50.00			3	7.50	11/04/2024 9.00 AM	100.00
RA-IL-00	STAGE STEP RAILS	4	FTM 20.00			3	7.50	11/04/2024 9.00 AM	80.00
RA-MP-00	RAMP WHEELCHAIR FOR STAGE	1	FTM 475.00			3	7.50	11/04/2024 9.00 AM	475.00
RA-MP2-00	RAMP GUARD RAIL LEFT	8	FTM 0.00			3	7.50	11/04/2024 9.00 AM	0.00
RA-MP1-00	RAMP GUARD RAIL RIGHT	8	FTM 0.00			3	7.50	11/04/2024 9.00 AM	0.00
ST-CRO-01	STAGE, CROSS BRACES	8	FTM 0.00			3	7.50	11/04/2024 9.00 AM	0.00

DAMAGE WAIVER CHARGE (DWC) 10.00  
 OF RENTAL CHARGE. RENTER MAY DECLINE  
 BENEFITS OF DAMAGE WAIVER ON REVERSE  
 SIDE OF THIS CONTRACT BY INITIALING HERE.

DWC IS NOT INSURANCE.

DECLINES  
 INITIALS

1.5% PER MONTH WILL BE CHARGED ON ALL  
 PAST DUE ACCOUNTS.

**IF EQUIPMENT DOES NOT  
 WORK PROPERLY NOTIFY  
 OFFICE AT ONCE**

Total Rental	2045.00
Less Discount	204.50
Damage Waiver	184.05
Delivery/Pickup	85.00
Labor	875.00
Subtotal	2984.55
Total	2984.55
Less Deposit	2984.55
Balance Due	

Charge CC# 4269

I have read and understand the terms and conditions on both sides of this agreement and certify that those printed on the other side are agreed to as if printed above my signature. There are no oral or other representations not included herein. Unless declined, I agree to the damage waiver charges. I have received a copy of this agreement.

Lessee Signature: \_\_\_\_\_

557  
 Payment: CrCard 557





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Aegis Agency LLC		<b>NAMED INSURED</b> FXBG Rentals LLC DBA: Fredericksburg Rentals 10 Popomac View Ln Stafford, VA 22654	
<b>POLICY NUMBER</b> 990648277		<b>EFFECTIVE DATE:</b> 04/04/2025	
<b>CARRIER</b> Progressive Northern Insurance Company	<b>MAC CODE</b> 38628		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

**Additional Coverages**

Insurance coverage(s)	Limits
Income Loss	\$100 per Week

**Description of Location/Vehicles/Special Items**

Scheduled autos only	
2002 CHEVROLET EXPRESS G2500 1GAGG25R821231198	
Roadside Assistance	Selected w/\$0 Ded
Uninsured Motorist B/PPD	\$100,000 Combined Single Limit w/\$200 Ded
Medical Expense	\$5,000
2001 INTERNATIONAL 4000 1HTSCAAM71H335785	
Uninsured Motorist B/PPD	\$100,000 Combined Single Limit w/\$200 Ded
Medical Expense	\$5,000
2019 ISUZU NPR HD 54DC4W1C1KS813914	
Uninsured Motorist B/PPD	\$100,000 Combined Single Limit w/\$200 Ded
Comprehensive	\$500 Ded
Collision	\$500 Ded

# CSU Producer Resources, Inc.

A subsidiary of Cincinnati Financial Corporation  
P.O. Box 145496, Cincinnati, OH 45250-5496  
513-870-2000

**Date:** 06/25/2025

**To:** Olivier VanDyk Insurance Agency, Inc.  
2780 44TH ST SW  
WYOMING MI 49519

21-124

**From:** Amy Higley

**RE:** FXBG Rentals LLC  
DBA: Fredericksburg Rentals

**Quote number:** 905566004

## QUOTATION

We are pleased to present a quote for this risk. This quote is based on the information you submitted, however the terms and conditions may differ from what was requested. Please review carefully.

Coverage to be provided by The Cincinnati Specialty Underwriters Insurance Company, an approved non-admitted company.

**Proposed Policy Period:** From: 07/01/2025 To: 07/01/2026

**Quote Expiration:** 07/25/2025

**Description of Operations:** Amusement Rentals

### Coverage:

**General Liability - OCCURRENCE**

**Retroactive Date:** NONE

Limits of Insurance	
Each Occurrence	\$ 1,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Expense	Excluded
Each Offense – Personal & Advertising Injury	\$ 1,000,000
General Aggregate other than Completed Operations	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000

Deductible	Per Claim	Per Occurrence
Bodily Injury	Not Applicable	Not Applicable
Property Damage	Not Applicable	Not Applicable
Combined BI and PD	\$ 1,000	Not Applicable

**Payment Options:** CSU offers both Agency Bill and Direct Bill payment methods. Listed below are the payment methods available to the insured.

Re: FXBG Rentals LLC

**Agency Bill:**

Premium:	
CGL Deposit Premium	\$ 3,565.00
Flat Premium	\$ N/A
Terrorism Risk Insurance Act	\$ 36.00
Broker Fee	\$ 50.00
Surplus Lines Tax	\$ 82.15
Stamping Fee	\$ N/A
Other Taxes or Fees	\$ .91
<b>TOTAL</b>	<b>\$ 3,734.06</b>

**Direct Bill:**

	<b>Annual</b>	<b>Semi-Annual</b>	<b>Quarterly</b>	<b>25%/9</b>
CGL Deposit Premium	\$ 3,565.00	\$ 3,673.00	\$ 3,745.00	\$ 3,853.00
Flat Premium	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Terrorism Risk Insurance Act	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00
Broker Fee	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Surplus Lines Tax	\$ 82.15	\$ 84.58	\$ 86.20	\$ 88.63
Stamping Fee	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Other Taxes or Fees	\$ .91	\$ .94	\$ .96	\$ .98
<b>TOTAL</b>	<b>\$ 3,734.06</b>	<b>\$ 3,844.52</b>	<b>\$ 3,918.16</b>	<b>\$ 4,028.61</b>
<b>Down-Payment*</b>	<b>\$ 3,734.06</b>	<b>\$ 1,990.02</b>	<b>\$ 1,082.41</b>	<b>\$ 1,435.95</b>

\*Down-Payment includes any fully earned or flat premiums, Broker Fee (where applicable), and all Surplus Lines Tax and other state specific taxes or fees. Depending on the bind request date or length of the policy term, the down-payment may include premiums from subsequent installments.

Re: FXBG Rentals LLC

**Provisions applicable to premium:**

- A. Premium is subject to annual audit:**  Yes  No
- B. Agency Bill Payment Terms:** Premium is payable in full on the 25th of the month following the statement month. If payment is not received by the 25th of the month following the statement month, coverage will be cancelled and may not be reinstated or may not be reinstated at the same terms and conditions. If premium is financed and the finance company requests the company to cancel coverage, the company will honor that request. If the finance company subsequently requests the company to reinstate coverage, the company, at its sole discretion, may not reinstate coverage or may reinstate coverage with a gap in coverage terms or conditions.
- C. Direct Bill Payment Terms:** Payor is responsible for submitting the down-payment and any subsequent installment reflected on the billing invoice within 22 days from the invoice date. Subsequent installments are subject to change based on policy changes and/or billing charges. Please refer to Billing Invoice for future installments.
- D. Direct Bill Billing Charge:** The following billing charges vary by state and may apply up to \$25 per infraction: Non-Sufficient Funds (NSF) Charge, Rescission Charge, and/or Late Charge. Please refer to the Disclosure of Direct Bill Charges form included with your invoice for more information.
- E. Minimum Earned Premium at Inception:** 25 %  
Minimum earned premium is the minimum amount to be retained as premium if coverage is cancelled at the insured's request after coverage is bound with the company.
- F. Minimum Premium** is the lowest amount to be retained for the policy period. Minimum premium is equal to 100% of the deposit premium.
- G. Flat Premium:** Any premium shown as a flat is fully earned and is not subject to the minimum earned premium.
- H. Broker Fee:** The broker fee is considered a flat charge and fully earned and is not subject to the minimum earned premium.

**Forms and Endorsements:**

Refer to Forms and Endorsements Schedule CSIA406

**Standard Terms and Conditions:**

1. In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
2. Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.
3. Commission: 15 %

**Additional Terms and Conditions and Remarks:****Authority to Issue Certificates of Insurance:**

After coverage is bound with our prior approval, you may issue **unmodified** ACORD Certificates of Insurance with an accurate representation of the coverage form and endorsements applicable to the policy at the time you issue the Certificate. No modification to the ACORD Certificate of Insurance is allowed without prior written approval from the company.

Certificates of Insurance do not amend, extend or alter policy coverage, terms or conditions in any manner. Changes to the policy are permitted only with prior written approval by the company.

Re: FXBG Rentals LLC

## DISCLOSURE NOTICE OF TERRORISM INSURANCE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have the right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act.

### Certified Act of Terrorism

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

### Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for acts of terrorism certified under that Act.

The portion of your premium attributable to coverage for acts of terrorism certified under the Act is Excluded plus applicable taxes and fees. This amount does not include any charges for the portion of losses covered by the United States government.

## REJECTION OF TERRORISM INSURANCE COVERAGE

You may choose to reject this offer of coverage for losses resulting from acts of terrorism as defined in the Act by signing the statement below and returning it to your insurance producer.

**Coverage Rejection** - I hereby reject the offer to purchase coverage for certified acts of terrorism as defined in the Act. I understand that I will have no coverage for losses resulting from such acts of terrorism.

\_\_\_\_\_  
Authorized Signature by Applicant

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
The Cincinnati Specialty Underwriters Insurance Company Policy Number

## Forms and Endorsements Schedule

**POLICY NUMBER:**

**POLICY EFFECTIVE DATE:** 07/01/2025

**NAMED INSURED:** FXBG Rentals LLC

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### FORMS APPLICABLE

#### Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations  
CSIA409 (01/08) Named Insured Schedule  
CSIA410 (03/08) Notice to Policyholders  
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism  
CSIA448 (09/20) Policyholder Notice Terrorism Insurance Coverage  
CSIA404 (08/07) Service of Suit  
CSIA403 (11/17) Special Provisions - Premium  
CSIA464 (02/23) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy  
CSIA301 (02/23) War Exclusion

#### Forms Applicable - Commercial General Liability

CSGA501 (04/08) Commercial General Liability Coverage Part Declarations  
CSGA403 (10/07) Liability Premises Schedule  
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule  
CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents  
CG0001 (04/13) Commercial General Liability Coverage Form  
CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents  
CSGA401 (02/13) Changes to Commercial General Liability Coverage Form  
CG0300 (01/96) Deductible Liability Insurance  
CSGA3205 (06/23) Exclusion - Cyber Liability  
CG2185 (12/23) Exclusion - Electronic Data - Deletion of Bodily Injury Exception  
CSGA3197 (01/23) Amusement Ride or Device Exclusion  
CSGA3206 (06/23) Exclusion - Privacy Violation Liability

## Forms and Endorsements Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 07/01/2025

NAMED INSURED: FXBG Rentals LLC

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### FORMS APPLICABLE

#### Forms Applicable - Commercial General Liability

CSGA3185 (02/20) Amusement Ride or Device Exclusion - Mechanical Bull Ride, Device or Equipment  
CSGA3195 (11/22) Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)  
CSGA3183 (02/20) Amusement Ride or Device Exclusion - Trampolines  
CSGA306 (04/20) Exclusion - Communicable Disease, Contagious Disease or Infectious Disease  
CG2426 (04/13) Amendment of Insured Contract Definition  
CG2150 (04/13) Amendment of Liquor Liability Exclusion  
CG2196 (03/05) Silica Or Silica-Related Dust Exclusion  
CSGA418 (06/08) Amendment of Pollutants Definition  
CG2147 (12/07) Employment-Related Practices Exclusion  
CG2149 (09/99) Total Pollution Exclusion Endorsement  
CSGA439 (11/08) Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition  
CSGA364 (06/08) Exclusion - Coverage C - Medical Payments  
CSGA361 (06/08) Exclusion - Fungi or Bacteria  
CSGA4034 (06/12) Automatic Additional Insured - When Required in any Non-Construction Contract or Agreement with You  
CG4028 (09/22) Broad Abuse or Molestation Exclusion  
CSGA4087 (12/12) Waiver of Transfer of Rights of Recovery Against Others to Us - Per Contract  
IL0017 (11/98) Common Policy Conditions  
IL0021 (09/08) Nuclear Energy Liability Exclusion Endorsement  
CSLL348 (01/08) Limitation - No Stacking of Limits of Insurance  
IL0003 (09/08) Calculation of Premium



# CYBER LIABILITY QUOTE ESTIMATE

Date:

To: FXBG Rentals LLC

10708 STONER DR

FREDERICKSBURG VA 22408

## QUOTATION

CSU offers three Cyber products: Data Defender, Network Defender and Cyber Defense. Data Defender and Network Defender can be purchased separately or together. The quote(s) cannot be bound without prior company approval. Final pricing is subject to a favorable Cyber Liability Application, CSHC002. Please contact your C-SUPR underwriter for more information on these products.

### 1. DATA DEFENDER

Provides first party coverage for specified expenses arising from a "personal data compromise" involving "personally identifying information" of "affected individuals."

"Affected individuals" may be customers, clients, members, directors or employees of the insured entity.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$50,000	\$1,000	\$132
Defense and Liability	\$50,000	\$1,000	\$53
Identity Recovery	\$25,000	\$250	\$20
Total Data Defender Premium for \$50,000 Annual Aggregate Limit			\$ **205
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$100,000	\$1,000	\$204
Defense and Liability	\$100,000	\$1,000	\$80
Identity Recovery	\$25,000	\$250	\$20
Total Data Defender Premium for \$100,000 Annual Aggregate Limit			\$ **304
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Response Expenses	\$250,000	\$1,000	\$416
Defense and Liability	\$250,000	\$1,000	\$167
Identity Recovery	\$25,000	\$250	\$20
Total Data Defender Premium for \$250,000 Annual Aggregate Limit			\$ **603

### 2. NETWORK DEFENDER

Provides third party coverage for the breach of business information, unintended propagation and forwarding of malware and unintended abetting of a denial of service attack.

Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$100,000	\$1,000	\$243
Network Security	\$100,000	\$1,000	\$145
Total Network Defender Premium for \$100,000 Annual Aggregate Limit			\$ **388
Coverage	Annual Aggregate Limit	Deductible	Annual Gross Premium
Computer Attack	\$250,000	\$1,000	\$427
Network Security	\$250,000	\$2,500	\$289
Total Network Defender Premium for \$250,000 Annual Aggregate Limit			\$ **716

### 3. CYBER DEFENSE

Cyber defense comprises seven components, including first and third-party coverages. This robust cyber option offers higher limits and broad coverage and requires individual underwriting. Please consult your C-SUPR underwriter for additional details. To receive a quote, please complete supplemental application CSHC004.

\*\* Note: applicable taxes, terrorism and \$50 broker fee will be added to the final policy.

SPECIMEN

# Commercial General Liability Premises Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 07/01/2025

if Supplemental  
Declarations Is Attached

NAMED INSURED: FXBG Rentals LLC

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LOC.	ADDRESS
1	10708 STONER DR FREDERICKSBURG VA 22408

SPECIMEN

## Commercial General Liability Classification and Premium Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 07/01/2025

NAMED INSURED: FXBG Rentals LLC

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U - Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Inflatable Rentals	81010	S, 5155	35.000		\$180	
1	Tents or Canopies - loaned or rented to others	49111	S, 224581	10.000		\$2,246	
1	Rental Stores - Not Otherwise Classified	16722	S, 113910	10.000		\$1,139	



# The Cincinnati Specialty Underwriters Insurance Company

A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141

Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496

www.cinfin.com ■ 513-870-2000

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:**

**PREVIOUS POLICY NUMBER:**

**NAMED INSURED AND MAILING ADDRESS:**

FXBG Rentals LLC  
DBA: Fredericksburg Rentals

Refer to Named Insured Schedule CSIA409  
10708 STONER DR  
FREDERICKSBURG VA 22408

**PRODUCER - Your contact for matters pertaining to this policy:** 21-124

Olivier VanDyk Insurance Agency, Inc.  
2780 44TH ST SW  
WYOMING MI 49519

Surplus Lines Broker:  
666443

CSU Producer Resources, Inc.  
6200 South Gilmore Road  
Fairfield, OH 45014-5141  
Scott Hintze

**Policy Period:** From 07/01/2025 To 07/01/2026 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**Form of Business:**

Individual  Partnership  Corporation  Joint Venture  Limited Liability Company  Other

**Business Description:** Amusement Rentals

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	DEPOSIT PREMIUM	PREMIUM
Commercial General Liability	\$	3,565.00
Terrorism Risk Insurance Extension Act	\$	36.00
Broker Fee	\$	50.00
<b>TOTAL POLICY PREMIUM</b>	<b>\$</b>	<b>3,651.00</b>
<b>CANCELLATION MINIMUM EARNED PREMIUM IS 25.0% OF TOTAL POLICY PREMIUM.</b>		
Surplus Lines Taxes	\$	82.15
Stamping Fee		N/A
Other Taxes or Fees	\$	.91
<b>TOTAL</b>	<b>\$</b>	<b>3,734.06</b>

Premium is subject to annual audit:  Yes  No

**NOTICE: THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED THE STATE CORPORATION COMMISSION FOR ISSUANCE OF SURPLUS LINES INSURANCE IN THE COMMONWEALTH, BUT NOT LICENSED OR REGULATED BY STATE CORPORATION COMMISSION OF THE COMMONWEALTH OF VIRGINIA. THEREFORE, YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (ss 38.2-1600 et seq) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWNED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU.**

Scott Hintze

**(Name of Surplus Lines Broker)**

666443

**(License Number)**

6200 South Gilmore Road Fairfield, OH 45014-5141

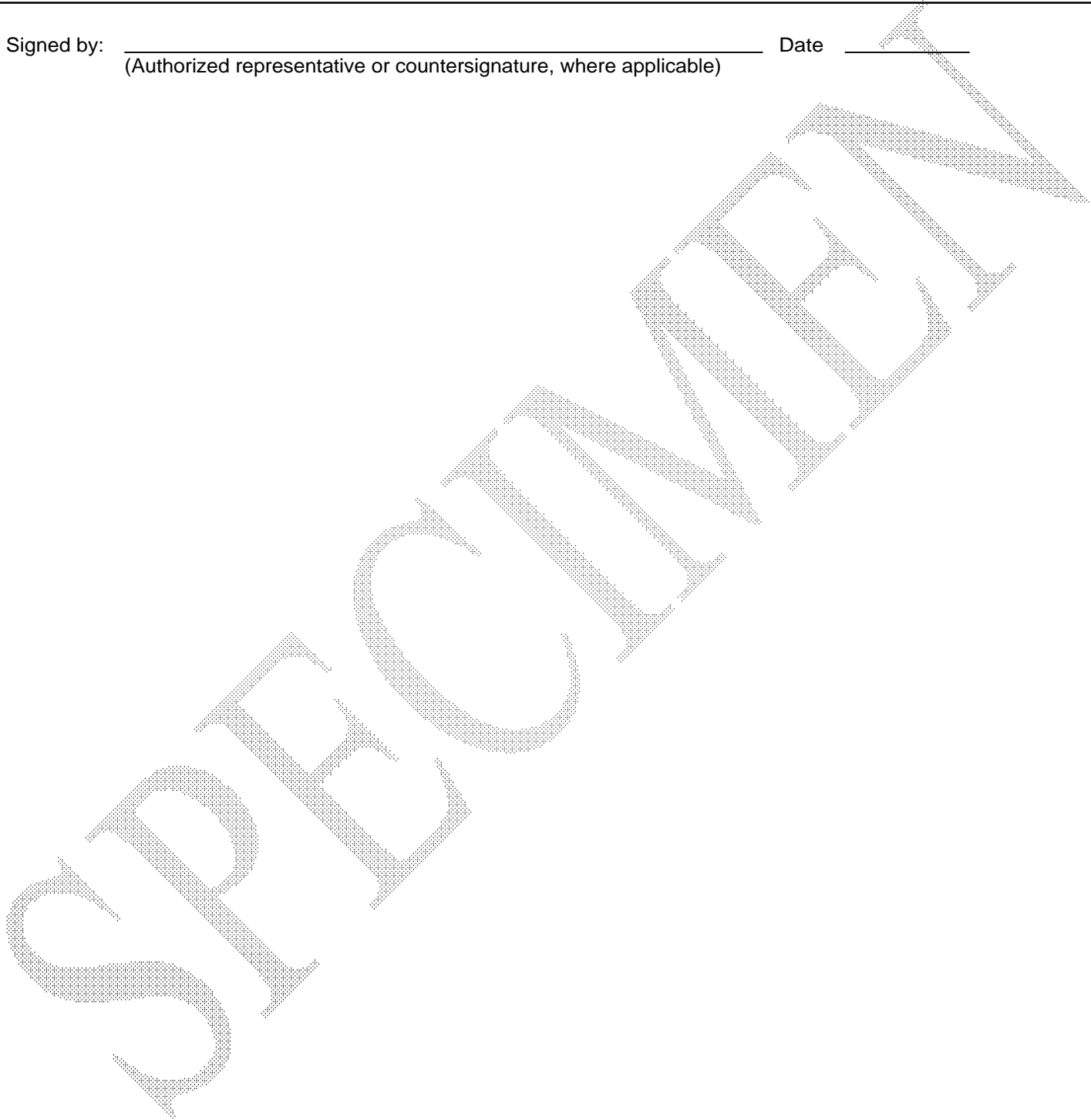
**(Broker's Mailing Address)**

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT TIME OF ISSUE:**

Refer to Forms and Endorsements Schedule CSIA406

THIS COMMON POLICY DECLARATIONS AND THE SUPPLEMENTAL DECLARATION(S) TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S) AND ENDORSEMENT(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Signed by: \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized representative or countersignature, where applicable)



POLICY NUMBER

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NAMED INSURED SCHEDULE**

This Schedule supplements the Declarations.

### **SCHEDULE**

Named Insured: **FXBG Rentals LLC**  
**DBA: Fredericksburg Rentals**

**SPECIMEN**

## Forms and Endorsements Schedule

**POLICY NUMBER:**

**POLICY EFFECTIVE DATE:** 07/01/2025

**NAMED INSURED:** FXBG Rentals LLC

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### FORMS APPLICABLE

#### Forms Applicable - Common Forms

CSIA501 (07/14) Common Policy Declarations  
CSIA409 (01/08) Named Insured Schedule  
CSIA410 (03/08) Notice to Policyholders  
CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism  
CSIA448 (09/20) Policyholder Notice Terrorism Insurance Coverage  
CSIA404 (08/07) Service of Suit  
CSIA403 (11/17) Special Provisions - Premium  
CSIA464 (02/23) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy  
CSIA301 (02/23) War Exclusion

#### Forms Applicable - Commercial General Liability

CSGA501 (04/08) Commercial General Liability Coverage Part Declarations  
CSGA403 (10/07) Liability Premises Schedule  
CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule  
CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents  
CG0001 (04/13) Commercial General Liability Coverage Form  
CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents  
CSGA401 (02/13) Changes to Commercial General Liability Coverage Form  
CG0300 (01/96) Deductible Liability Insurance  
CSGA3205 (06/23) Exclusion - Cyber Liability  
CG2185 (12/23) Exclusion - Electronic Data - Deletion of Bodily Injury Exception  
CSGA3197 (01/23) Amusement Ride or Device Exclusion  
CSGA3206 (06/23) Exclusion - Privacy Violation Liability

## Forms and Endorsements Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 07/01/2025

NAMED INSURED: FXBG Rentals LLC

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### FORMS APPLICABLE

#### Forms Applicable - Commercial General Liability

CSGA3185 (02/20) Amusement Ride or Device Exclusion - Mechanical Bull Ride, Device or Equipment  
CSGA3195 (11/22) Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)  
CSGA3183 (02/20) Amusement Ride or Device Exclusion - Trampolines  
CSGA306 (04/20) Exclusion - Communicable Disease, Contagious Disease or Infectious Disease  
CG2426 (04/13) Amendment of Insured Contract Definition  
CG2150 (04/13) Amendment of Liquor Liability Exclusion  
CG2196 (03/05) Silica Or Silica-Related Dust Exclusion  
CSGA418 (06/08) Amendment of Pollutants Definition  
CG2147 (12/07) Employment-Related Practices Exclusion  
CG2149 (09/99) Total Pollution Exclusion Endorsement  
CSGA439 (11/08) Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition  
CSGA364 (06/08) Exclusion - Coverage C - Medical Payments  
CSGA361 (06/08) Exclusion - Fungi or Bacteria  
CSGA4034 (06/12) Automatic Additional Insured - When Required in any Non-Construction Contract or Agreement with You  
CG4028 (09/22) Broad Abuse or Molestation Exclusion  
CSGA4087 (12/12) Waiver of Transfer of Rights of Recovery Against Others to Us - Per Contract  
IL0017 (11/98) Common Policy Conditions  
IL0021 (09/08) Nuclear Energy Liability Exclusion Endorsement  
CSLL348 (01/08) Limitation - No Stacking of Limits of Insurance  
IL0003 (09/08) Calculation of Premium

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**

**NOTICE TO POLICYHOLDERS**

Please be advised that in your application for insurance you disclosed information to The Cincinnati Specialty Underwriters Insurance Company, a subsidiary of The Cincinnati Insurance Company. The information disclosed in the application and all information collected by this company or The Cincinnati Insurance Company, The Cincinnati Casualty Company or The Cincinnati Indemnity Company may be shared among all four companies.

SPECIMEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements subject to the federal Terrorism Risk Insurance Act and any amendments and extensions thereto**

- A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. Cap On Losses from Certified Acts of Terrorism**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that ex-

ceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- C. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion, does not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or Endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" contributes concurrently or in any sequence to the loss.

- D. Sunset Clause**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

# POLICYHOLDER NOTICE

## TERRORISM INSURANCE COVERAGE

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

Your policy may contain coverage for certain losses caused by terrorism.

### **Premium:**

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

### **Federal Participation:**

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals a percentage, as specified in the Schedule below, of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

- **Schedule:**

**Federal Share of Terrorism Losses: 80%**

### **Cap on Insurer Participation:**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**NOTE: IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.**

POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SERVICE OF SUIT**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

### **Schedule**

Service of Process will be accepted by:

Cincinnati Specialty Underwriters  
c/o Richard Hill  
6200 South Gilmore Road  
Fairfield, OH 45014

It is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the party shown in the Schedule above and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The party named in the Schedule above is authorized and directed to accept service of process on behalf of the Company in any such suit or upon request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Pursuant to any statute of any state, territory or district of the United States of America which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

POLICY NUMBER:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIAL PROVISIONS - PREMIUM**

This endorsement modifies the policy to add the following special provisions:

### **SCHEDULE**

#### **Deposit Premium and Minimum Premium**

The minimum premium is equal to 100% of the deposit premium.

#### **Cancellation Minimum Earned Premium**

Cancellation minimum earned premium is equal to 25 % of the total policy premium.

We will compute all premiums for coverage in accordance with our rules and rates.

The deposit premium is subject to audit when indicated as such on the declarations. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the due date on the bill.

If the earned premium is less than the deposit premium paid for the policy period, we will return the excess to the first Named Insured, subject to the minimum premium as defined below. If the earned premium is greater than the deposit premium paid for the policy period the additional premium shall become due and payable to the company.

Deposit premium is the premium stated in the Declarations payable in full at the inception of the policy.

Earned premium is computed by applying the policy rates to the actual premium basis for the audit period.

Minimum premium is the lowest amount to be retained as premium for the policy period. The minimum premium is equal to 100% of the deposit premium shown in the Declarations unless otherwise indicated in the Schedule above.

Cancellation minimum earned premium is the minimum amount to be retained as premium if you request cancellation of this policy. Cancellation minimum earned premium is equal to 25% of the total policy premium shown in the Declarations unless otherwise indicated in the Schedule above.

Any premium shown as flat charge is fully earned and is not subject to the cancellation minimum earned premium.

The first Named Insured must keep records of the information we need for premium computations, and send us copies at such times as we may request.

**Failure to pay any premium(s) due, including any additional audit premium(s) will subject this policy, and/or any additional or subsequent policies, to cancellation for non-payment of premium.**

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## WAR EXCLUSION

This endorsement modifies insurance provided under the following:

### ALL COVERAGE FORMS FORMING A PART OF THE POLICY

**A.** The following exclusion:

1. Replaces any War, War and Military Action, or War or Military Action exclusion included in any other Coverage Form, Coverage Part or endorsement forming a part of the policy to which this endorsement is attached; and
2. Is added to any other Coverage Form, Coverage Part, insuring agreement included therein or endorsement forming a part of the policy to which this endorsement is attached which does not already include a War, War and Military Action, or War or Military Action exclusion.

#### War

This insurance does not apply to:

Any form of loss, damage, cost, expense or liability for damages arising directly or indirectly from:

- a. "War" and "warlike action", including undeclared or civil "war" and "cyber hostilities";
- b. Hostile action, including action in hindering or defending against an actual or expected attack, by any state, government, or sovereign using military personnel or other "agents"; or
- c. Insurrection, rebellion, revolution, usurped power, political violence or action taken by a state or government actor in hindering or defending against any of these, including "cyber hostilities" in connection with any of the foregoing.

The attribution of an action will be determined by relying on reasonable evidence such as, but not limited to:

- (1) Statements by an agency or department of the United States government;

- (2) Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or

- (3) Statements by a "recognized commercial authority".

This exclusion applies notwithstanding anything to the contrary in this policy or any appendix or endorsement added to this policy.

**B.** The following definitions are hereby added with respect to the exclusion in Section **A.** of this endorsement:

1. "Agents" means any person, entity, organization or collection of persons, entities or organizations that have at any time been associated with or designated as having worked with or acted on behalf of any state, government, or sovereign.

The attribution of the actors' status as "agents" will be determined by relying on reasonable evidence such as, but not limited to:

- a. Statements by an agency or department of the United States government;
- b. Statements by an international group of which the United States is a member, such as the United Nations or the North Atlantic Treaty Organization, or any member of such an international group; or
- c. Statements by a "recognized commercial authority".

2. "Computer system" means any computer or network of computers or computer systems, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including

any configuration of the aforementioned and including any associated input, output, code, program, data, data storage device, networking equipment or back up facility.

3. "Cyber hostilities" means the use of a "computer system" that causes disruption or harm.
4. "Recognized commercial authority" means a business that provides information technology security or forensics services, including, but not limited to:
  - a. Symantec;
  - b. Mandiant;
  - c. Microsoft;
  - d. Apple;
  - e. Cisco; or
  - f. IBM.

5. "War" or "warlike action":

- a. Means physical combat, a state of armed conflict, or "cyber hostilities" engaged in by:
  - (1) Any state, government, or sovereign; or
  - (2) "Agents" of a state, government, or sovereign,against any other:
  - (a) State, government, or sovereign, including an agency or department thereof; or
  - (b) Person or entity targeted by such physical combat, armed conflict, or "cyber hostilities"; and
- b. Includes any collateral loss, damage, cost, expense or liability for damages of any nature arising out of the physical combat, armed conflict, or "cyber hostilities" or any response to such physical combat, armed conflict, or "cyber hostilities".

**THE CINCINNATI SPECIALTY UNDERWRITERS INSURANCE COMPANY**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

Attached to and forming part of POLICY NUMBER: \_\_\_\_\_ Effective date: 07/01/2025  
 Named Insured: FXBG Rentals LLC

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$ <u>1,000,000</u>	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ <u>100,000</u>	Any one premises
MEDICAL EXPENSE LIMIT	\$ <u>Excluded</u>	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$ <u>1,000,000</u>	Any one person or organization
GENERAL AGGREGATE LIMIT		\$ <u>2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$ <u>2,000,000</u>

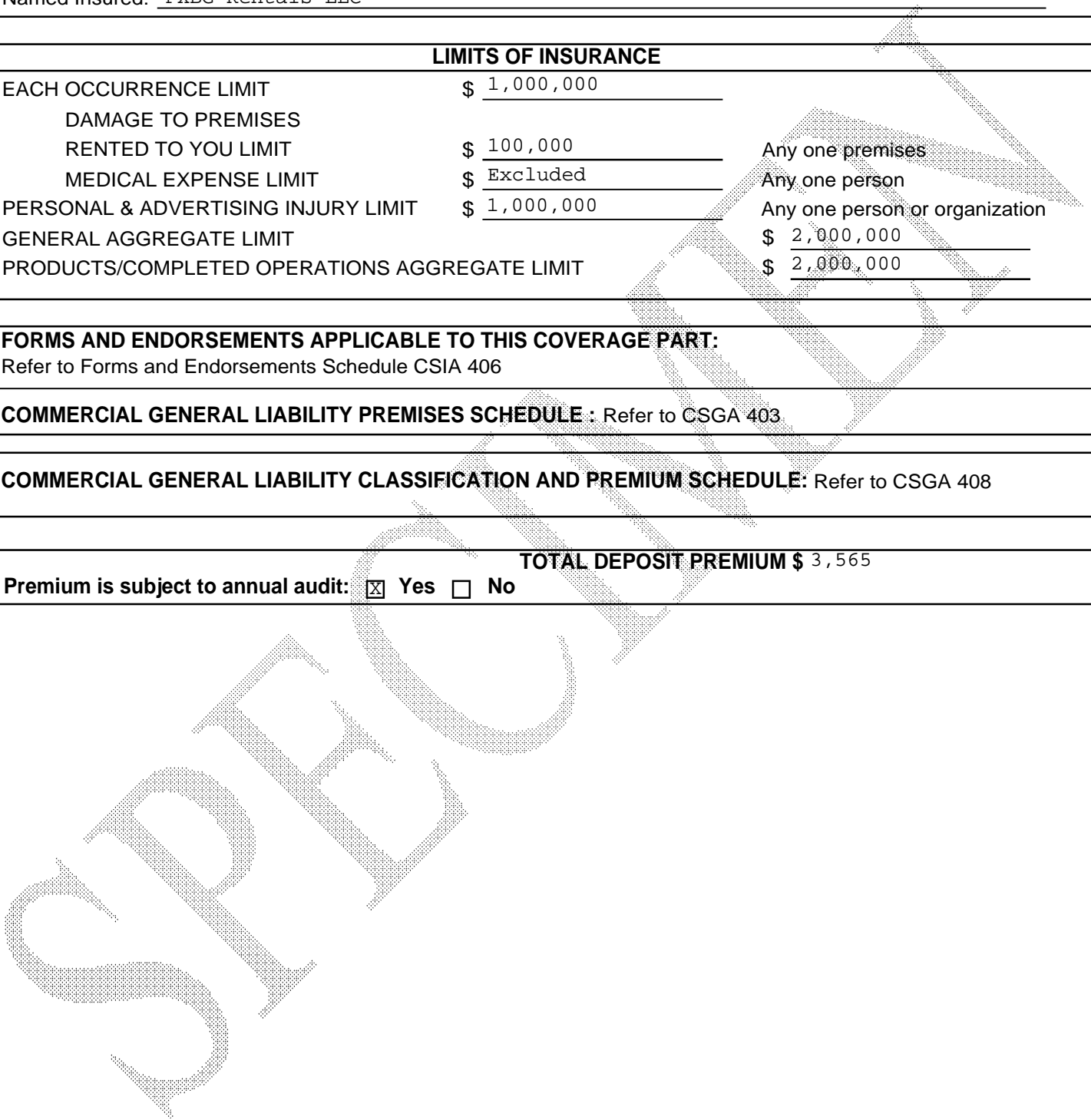
**FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:**  
 Refer to Forms and Endorsements Schedule CSIA 406

**COMMERCIAL GENERAL LIABILITY PREMISES SCHEDULE :** Refer to CSGA 403

**COMMERCIAL GENERAL LIABILITY CLASSIFICATION AND PREMIUM SCHEDULE:** Refer to CSGA 408

**TOTAL DEPOSIT PREMIUM \$ 3,565**

Premium is subject to annual audit:  Yes  No



# Commercial General Liability Premises Schedule

**POLICY NUMBER:**

**POLICY EFFECTIVE DATE:** 07/01/2025

**if Supplemental  
Declarations Is Attached**

**NAMED INSURED:** FXBG Rentals LLC

---

<b>LOC.</b>	<b>ADDRESS</b>
1	10708 STONER DR FREDERICKSBURG VA 22408

SPECIMEN

## Commercial General Liability Classification and Premium Schedule

POLICY NUMBER:

POLICY EFFECTIVE DATE: 07/01/2025

NAMED INSURED: FXBG Rentals LLC

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll S - Gross Sales U - Units	RATE		DEPOSIT PREMIUM	
				Premises Operations and All Other	Products/ Completed Operations	Premises Operations and All Other	Products/ Completed Operations
1	Inflatable Rentals	81010	S, 5155	35.000		\$180	
1	Tents or Canopies - loaned or rented to others	49111	S, 224581	10.000		\$2,246	
1	Rental Stores - Not Otherwise Classified	16722	S, 113910	10.000		\$1,139	

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**SPECIMEN**

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

### SECTION I - COVERAGES

#### COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;

- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone

else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

**(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**(a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

**(i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

**(ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

**(iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

**(b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

**(c)** Which are or were at any time transported, handled, stored,

treated, disposed of, or processed as waste by or for:

**(i)** Any insured; or

**(ii)** Any person or organization for whom you may be legally responsible; or

**(d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

**(i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

**(ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

**(iii)** "Bodily injury" or "property damage" arising out of heat,

smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is

owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as

damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a. **Knowing Violation Of Rights Of Another**  
"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- b. **Material Published With Knowledge Of Falsity**  
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior To Policy Period**  
"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or

expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE C - MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations; provided that:
    - (a) The accident takes place in the "coverage territory" and during the policy period;
    - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
    - (c) The injured person submits to examination, at our expense, by

physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by;
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;  
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred

before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or

temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

#### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this

Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;

- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and



**CHANGES TO COMMERCIAL GENERAL LIABILITY  
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SPECIMEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CHANGES TO COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **EXCLUSION - ADDITIONAL INSURED PRIOR KNOWLEDGE**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to an additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit," if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the policy period in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence," claim or "suit":

1. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the "bodily injury," or "property damage";
3. First observes or reasonably should have first observed, the "bodily injury" or "property damage"; or
4. Becomes aware, or reasonably should have become aware, by any means other than as described in 3. above, that "bodily injury" or "property damage" had occurred or had begun to occur.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

This insurance does not apply to an additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit," if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the policy period in which such "personal and advertising injury" was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an offense, claim or "suit":

1. Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
2. Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
3. First observes or reasonably should have first observed, the "personal and advertising injury"; or
4. Becomes aware, or reasonably should have become aware, by any means other than as described in 3. above, that a "personal and advertising injury" offense had been committed or had begun to be committed.

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## EXCLUSION - ASBESTOS

- A.** The following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

### 2. Exclusions

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of, attributable to, or any way related to "asbestos" in any form or transmitted in any manner.
- b. Any loss, cost or expenses arising out of the abating, testing for, moni-

toring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "asbestos," by any insured or by any other person or entity.

- B.** The following definition is added to the **Definitions** Section:

"Asbestos" means any type or form of asbestos, including but not limited to, asbestos, asbestos products, asbestos fibers, asbestos contained in any product or material, or a mixture or combination of asbestos and other dust or particles.

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## EXCLUSION - CROSS SUITS

- A.** The following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability** and Paragraph **2. Exclusions of Section I - Coverage B - Personal and Advertising Liability**:

### 2. Exclusions

This insurance does not apply to:

#### Cross Suits

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of any claim for damages by a Named Insured against another Named Insured.

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## EXCLUSION - PRIOR INJURY OR DAMAGE

- A.** The following exclusion is added to Paragraph **2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage**:

This insurance does not apply to any "bodily injury" or "property damage" that:

1. first occurred prior to the Effective date of this Coverage Part;
2. is alleged to be in the process of occurring as of the Effective date of this Coverage Part; or
3. is in the process of settlement, adjustment or "suit".

This exclusion applies to all continuing injury or damage:

1. arising from the same or similar cause, including continuous or repeated exposure to substantially the same general harmful conditions; or
2. at the same or adjacent location; or
3. from the same or similar work; or
4. from the same product or service.

- B.** The following exclusion is added to Paragraph **2., Exclusions of Section I - Coverage B - Personal and Advertising Injury**:

This insurance does not apply to "personal and advertising injury" that:

1. was first committed prior to the Effective date of this Coverage Part;
2. is alleged to be in the process of being committed as of the Effective date of this Coverage Part;
3. is in the process of settlement, adjustment or "suit".

This exclusion applies to all continuing injury or damage:

1. arising from the same or similar cause, including continuous or repeated exposure to substantially the same general harmful conditions; or
2. at the same or adjacent location; or
3. from the same or similar work; or
4. from the same product or service.

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## EXCLUSION - LEAD

**A.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

### 2. Exclusions

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "personal and advertising injury" arising in whole or in part, out of the actual alleged, threatened or suspected

inhalation of, or ingestion of, absorption of, exposure to or presence of lead in any form.

- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of lead in any form, by any insured or by any other person or entity.

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## EXCLUSION OF NEWLY ACQUIRED ORGANIZATIONS AS INSURED

Paragraph 3. of Section II - Who Is An Insured does not apply and is deleted in its entirety.

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## EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

**A.** The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:

### 2. Exclusions

This insurance does not apply to:

Any claim of indemnification for punitive or exemplary damages. If a suit is brought against

any insured for a claim covered by this Coverage Part, seeking both compensatory and punitive or exemplary damages, we will provide a defense to such action. However, we will not have an obligation to pay for any costs, interest, or damages, attributable to punitive or exemplary damages. If state law provides for statutory multiple damage awards, we will pay only the amount of the award before the multiplier is added.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$1,000	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

Defense costs and expenses are subject to the deductible. For the purposes of this endorsement, defense costs and claims expenses are included as damages and any payment applies only to amounts in excess of the deductible amount stated.

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
  - 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

**2. PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

**C.** The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

**D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - CYBER LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any:

1. "Computer attack";
2. "Network security incident";
3. "Privacy violation"; or
4. Fraudulent communication that impersonates any person or organization that results in the transfer of funds or other property, regardless of the medium or technique used.

**B. The following are added to Section V - Definitions:**

1. "Biometric information" means any:
  - a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or
  - b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.

**2. "Computer attack" means:**

- a. Unauthorized access or authorized access for an unauthorized purpose;
- b. A "malware attack"; or
- c. A "denial of service attack";

against any computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems.

**3. "Denial of service attack" means an attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede users from gaining access to the target computer or network through the internet.**

**4. "Malware attack" means an attack that damages a computer, computer system or network of computers or computer systems, including any other machinery or equipment, including their control systems, which are accessed by or integrated into a computer, computer system or network of computers or computer systems, or data contained therein arising from malicious code, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware.**

**5. "Network security incident" means a security failure or weakness with respect to a computer, computer system or network of computers or computer systems which allowed one or more of the following to happen:**

- a. The propagation or forwarding of malware, including, but not limited to, viruses, worms, Trojans, spyware, keyloggers and ransomware;
- b. The abetting of a "denial of service attack" against one or more other systems;
- c. The loss, release or disclosure of data;
- d. The inability to access a computer system;
- e. The unauthorized access to a computer system.

6. "Privacy law" means any law, statute or regulation enacted or promulgated by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:
- a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or
  - b. The adoption and communication of, as well as compliance with, a "privacy policy".
- "Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.
7. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".
8. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ELECTRONIC DATA - DELETION OF BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The second paragraph ("However, this exclusion does not apply. . .") of Paragraph **p. Electronic Data** under **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted.

SPECIMEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMUSEMENT RIDE OR DEVICE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by or arising out of:

1. The ownership, operation, supervision, rental, lease, maintenance, use or entrustment to others of any:
  - a. "Airbag system";
  - b. Mechanical amusement ride, device, or equipment, not including inflatable amusement devices that incorporate mechanical components necessary to function as intended by the manufacturer. This exclusion does not apply to trackless trains operated by the insured, bumper cars or bumper boats or go-kart devices; or

- c. Inflatable spheres, whether fully or partially enclosed, unless the inflatable spheres are used on land, inside a designated inflatable track, and monitored by a trained attendee.

2. The negligent employment, supervision or training of any person for whom any insured is or was ever legally responsible for operations described in Paragraph 1. above.

For the purposes of this exclusion "Airbag system" means any inflatable or airbag system that is used to cushion wanted or unwanted impacts of people jumping or falling from an elevated platform, or any object thrown from or dropped off an elevated platform.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - PRIVACY VIOLATION LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses or damages arising, directly or indirectly, out of or as a consequence of any "privacy violation".

- B.** The following are added to **Section V - Definitions**:

1. "Biometric information" means any:
  - a. Biological measurement or physical characteristic of an individual, including but not limited to a retina or iris scan, fingerprint, palmprint, voiceprint, hand or face geometry, vein pattern, genetic data, movement, or any other information that can be used as a form of identification or authentication; or
  - b. Information, regardless of how it is captured, converted, stored or shared, based on an individual's biological measurement or physical characteristic.
2. "Privacy law" means any law, statute or regulation enacted or promulgated by or

on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity that creates legally enforceable responsibilities with respect to:

- a. The collection, use, storage, disclosure, disposal, sharing or disseminating as well as correction or supplementation of personally identifying information, including, but not limited to, "biometric information"; or
- b. The adoption and communication of, as well as compliance with, a "privacy policy".

"Privacy laws" include, but are not limited to, the European Union General Data Protection Regulation, the California Consumer Privacy Act and the Illinois Biometric Information Privacy Act.

3. "Privacy policy" means an entity's policy for collection, use, storage, disclosure, disposal, sharing, disseminating and correction or supplementation of personally identifying information, including, but not limited to, "biometric information".
4. "Privacy violation" means failure to comply for any reason with a "privacy law" or "privacy policy".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMUSEMENT RIDE OR DEVICE EXCLUSION -  
MECHANICAL BULL RIDE, DEVICE OR  
EQUIPMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A.** The following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by or arising out of:

- 1.** The ownership, operation, supervision, rental, lease, maintenance, use or entrustment to others of any:
  - a.** Mechanical Bull type amusement ride, device or equipment
- 2.** The negligent employment, supervision or training of any person for whom any insured is or was ever legally responsible for operations described in Paragraph **1.** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - PERFLUORINATED COMPOUNDS (PFC) AND PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. Exclusions of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2. Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or any liability, costs, expenses, damages or any other form of relief, remedy or recovery that may be awarded or incurred arising, directly or indirectly, out of or as a consequence of "PFC/PFAS", including but not limited to:
  - a. Any adverse health effects associated with or arising from the disruption of the endocrine system of any person or animal;
  - b. Manufacturing, handling, sale, distribution, marketing, installation, repair, removal, abatement, replacement or handling of "PFC/PFAS" or products containing "PFC/PFAS";
  - c. An actual, alleged or threatened discharge, dispersal, seepage, migration, release of "PFC/PFAS" whether intentional or unintentional; or
  - d. Consumption, ingestion, presence, inhalation or use of, contact with or exposure to "PFC/PFAS", whether by direct or passive exposure.
2. Any loss, cost or expense arising out of any:
  - a. Request, demand, order, or other requirement, whether statutory or regulatory, that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain,

treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFC/PFAS"; or

- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, investigating for, monitoring, cleaning up, abating, removing, remediating, containing, treating, detoxifying or neutralizing, disposing of, or in any way responding to or assessing the effects of "PFC/PFAS".

- B.** For the purpose of this endorsement the following **Definition** is added:

"PFC/PFAS" means:

1. Any substance, material or compound that is or contains perfluorinated compounds or per-and polyfluoroalkyl substances, including but not limited to perfluorobutanoic acid (PFBA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctanoic acid (PFOA), perfluorononanoic acid (PFNA), perfluorodecanoic acid (PFDA), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoDA), perfluorobutane sulfonic acid (PFBS), perfluorohexane sulfonic acid (PFHxS), perfluorooctane sulfonic acid (PFOS), perfluorooctane sulfonamide (FOSA), perfluorodecane sulfonate (PFDS), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoA), perfluorotridecanoic acid (PFTrDA), perfluorotetradecanoic acid (PFTeDA) or 6:2 Fluorotelomer sulfonate (6:2 FTS).
2. Any substance, material or compound that is identified or acknowledged by any federal, state, international or other governmental agency or authority, including but not limited to the United States Environ-

mental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institutes for Health (NIH) or the International Agency for Research on Cancer (IARC):

- a. As or to contain a perfluorinated compound or a per-and polyfluoroalkyl substance; or
- b. To exhibit or demonstrate the same or similar harmful properties as a perfluorinated compound or a per-and polyfluoroalkyl substance.

3. Any constituents, additives, degradation, break down, or by-products to or of any substance, material or compound set forth in subparagraphs 1. or 2. above, including but not limited to homologues, isomers, salts, esters, alcohols, acids, and precursor chemicals, compounds and derivatives.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollutant or pollution exclusion, do not exclude coverage for "PFC/PFAS" related "bodily injury", "property damage", "personal and advertising injury", expense, loss, demand, claim, liability or legal obligation.

SPECIAL ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMUSEMENT RIDE OR DEVICE EXCLUSION - TRAMPOLINES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A.** The following exclusion is added to Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by or arising out of:

1. The ownership, operation, supervision, rental, lease, maintenance, use or entrustment to others of any:
  - a. Trampoline, other than Bungee Trampolines
2. The negligent employment, supervision or training of any person for whom any insured is or was ever legally responsible for operations described in Paragraph 1. above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - COMMUNICABLE DISEASE, CONTAGIOUS DISEASE OR INFECTIOUS DISEASE**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A.** The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused by or arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, absorption of, exposure to, or presence of any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease regardless of whether any other cause or event contributed concurrently or in any sequence to such injury or damage.
2. The cost or expense of recall, abatement, mitigation, removal, disposal, testing or monitoring of products, stock, feed, feed additives, animals, or of any premises or equipment handling such items as a result of any known or suspected connection with any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease, whether such items are owned by any insured or by others, and whether located at any insured's premises or anywhere else.
3. Any loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of or presences of any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease; or
  - b. Claim, "suit", fines or demands by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease.
4. Any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with any communicable virus, infectious virus, communicable disease, contagious disease or infectious disease.
5. Any obligation to share damages with or repay someone else who must pay damages.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted

by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion **c.** under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

#### **2. Exclusions**

This insurance does not apply to:

##### **c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
  - (a)** Requires a license;
  - (b)** Is for the purpose of financial gain or livelihood;
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4)** Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF POLLUTANTS DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **15.** of the **DEFINITIONS** Section is replaced by the following:

- 15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to, that which has been recognized in industry or government to be harmful or toxic to persons, property or the environment, regardless of whether the injury, damage, or contamination is caused directly or indirectly by the "pollutants" and regardless of whether:
- a.** The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
  - b.** The insured uses, generates or produces the "pollutant".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT OF DUTIES IN THE EVENT OF  
OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 2., **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. No insured will admit to any liability, consent to any judgment, or settle any claim or "suit" without our prior written consent.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION I - COVERAGE C - MEDICAL PAYMENTS** is deleted and does not apply, and none of the references to it in the Coverage Part apply.

**SPECIMEN**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - FUNGI OR BACTERIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

### **2. Exclusions**

This insurance does not apply to:

#### **Fungi or Bacteria**

- a.** "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:

- (1) Inhalation of;
- (2) Ingestion of;
- (3) Contact with;
- (4) Absorption of;
- (5) Exposure to;
- (6) Existence of; or
- (7) Presence of,

any "fungi" or bacteria on or within a building or structure, including its contents, whether occurring suddenly or gradually;

- b.** Any loss, cost or expense associated in any way with, or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, mitigating or disposing of, or in any way responding to, investigating, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity;

- c.** Any liability, with respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:

- (1) The existence of "fungi" or bacteria;
- (2) The prevention of "fungi" or bacteria;
- (3) The remediation of "fungi" or bacteria;
- (4) Any operation described in Paragraph **A. 2. b.** above;
- (5) "Your product"; or
- (6) "Your work"; or

- d.** Any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs **A. 2. a.**, **b.** or **c.** above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

- C.** For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended to include the following:

"Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN ANY NON-CONSTRUCTION CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on this Coverage Part, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of "your work" operations for that additional insured. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, surveying or construction management services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications;
- b. Providing or hiring independent professionals to provide engineering, architectural, surveying or construction management services; or
- c. Supervisory or inspection activities performed as part of any related architectural, engineering or construction management activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

2. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or to any obligation of the additional insured to indemnify another because of damages arising out of such injury.
3. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

**C.** With respect to the insurance afforded to these additional insureds, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- D. With respect to the insurance afforded to these additional insureds, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether

primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.

SPECIMEN

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BROAD ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone; or
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US - PER CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

If you have agreed, in a written contract or agreement, to provide a waiver of any right of recovery against a person or organization, we will waive any right of recovery we may have against that person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to that person or organization for which you have agreed to in a written contract to provide said waiver.

# COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspections and Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

## F. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY**

1. The insurance does not apply:

**A.** Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B.** Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

**C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";
- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such materi-

al in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams or uranium 235;

- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITATION - NO STACKING OF LIMITS OF INSURANCE**

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS OR COVERAGE PARTS PROVIDING LIABILITY COVERAGE

The Conditions are amended to add the following:

If two or more liability coverage forms, coverage parts or policies issued to you by us or any company affiliated with us apply to the same claim for damages, the maximum Limits of Insurance shall not exceed the highest applicable Limits of Insurance available under any one coverage form, coverage part or policy.

This endorsement does not apply to any coverage form, coverage part or policy issued by us or an affiliated company specifically to apply as excess insurance over this policy.

SPECIAL

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.





## *Workers' Compensation Insurance*

Quote Date: 07/16/2025

Quote #: Q3008845-001

Proposed Policy Period: 07/05/2025 - 07/05/2026

### **Installment Schedule**

<u>Installments</u>	<u>Due Date</u>	<u>Installment</u>
Deposit Premium	07/05/2025	\$416.00
Installment	08/25/2025	\$236.00
Installment	09/25/2025	\$236.00
Installment	10/25/2025	\$236.00
Installment	11/25/2025	\$236.00
Installment	12/25/2025	\$236.00
Installment	01/25/2026	\$236.00
Installment	02/25/2026	\$236.00
Installment	03/25/2026	\$236.00
Installment	04/25/2026	\$236.00
Installment	05/25/2026	\$236.00

*Please note this Installment Schedule is valid for this quote as written, any change in this quote or its resulting policy is not reflected here in. A \$0 fee will be charged for each installment listed above.*



## *Workers' Compensation Insurance*

Proposed Policy Period: 07/05/2025 - 07/05/2026

Quote # Q3008845-001

### **Coverage**

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Part I. Workers' Compensation Insurance - Statutory

Part II. Employer's Liability Limit:

\$1,000,000.00	Bodily injury by accident, each accident
\$1,000,000.00	Bodily injury by disease, policy limit
\$1,000,000.00	Bodily injury by disease, each employee

### **States Covered**

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VA



## Workers' Compensation Insurance

Proposed Policy Period: 07/05/2025 - 07/05/2026

Quote # Q3008845-001

Code	Description	Exposure	Rate	Total
<b>State: VA</b>				
<b>Premium Period: 07/05/2025 - 07/05/2026</b>				
<b>Location: 1</b>				
9016	AMUSEMENT PARK OR EXHIBITION OPERATION AND DRIVERS	\$198,304.00	0.95	\$1,884.00
	Total Manual Premium			\$1,884.00
0930	Waiver of Subrogation Premium		0.025	\$500.00
9812	Employers Liability Limits		0.011	\$21.00
9848	Employers Liability Increased Limits Balance to Minimum Premium			\$99.00
	Total Modified Premium			\$2,504.00
	Total Standard Premium			\$2,504.00
0900	Expense Constant			\$250.00
9740	Terrorism		0.011	\$22.00
Policy Estimated Annual Premium				\$2,776.00
Policy Total Amount Due				\$2,776.00

NOTE: Premium listed is an estimated annual premium based upon submitted payroll exposures.

This proposal shows the premiums for the coverages described, but in no way changes or affects any terms, conditions or exclusions of the policies currently in existence. Proposed premiums shown are based on information furnished to us. If accepted, the coverages in this proposal will commence upon the expiration of any policies currently in effect. Coverage comparisons are available if desired. This proposal will expire 30 days from the quote date or at the requested effective date whichever occurs first. Please note that the premium indicated may be subject to change prior to activating coverage due to state rate approval that may occur after the quote was issued.



## *Workers' Compensation Insurance*

Proposed Policy Period: 07/05/2025 - 07/05/2026

Quote # Q3008845-001

### **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your quote. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury --in consultation with the Secretary of Homeland Security, and the Attorney General of the United States --to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your quote may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$22.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

## Encova 360° Team Approach

### Account Management:

- § Post-sale and day-to-day servicing of all accounts
- § Liaison for client, broker and Encova Insurance
- § Orientation and On Boarding
- § Account/claim reviews
- § WC practices and RTW training
- § Benchmarking claim performance
- § Medical Provider Selection Assistance
- § Vendor Management

### Loss Control Services:

- § On-site Risk Assessment
- § Documented Workplace Safety Recommendations
- § OSHA Approved Safety Training
- § National Safety Council Approved Training
- § Free Access to Extensive Safety Video Library
- § Web Based Safety Resources
- § Industry Experienced Safety Specialists

### Claims Services:

- § Twenty four (24) Hour Contact
- § Cost Reduction Programs
  - § Case Management Services
  - § Medical Cost Containment
  - § Procedure/Bill Review by Medical Specialists
  - § Return to Work/Rehabilitation Services
  - § Medical Provider Selection Assistance
  - § Vendor Management
- § Special Investigative/Fraud Units
- § Pro-Active Claims handling
- § Specialized Services

### Litigation Management:

- § Reduce frequency and extent
- § Panel counsel
- § Litigation strategy
- § Savings to policyholders

### Underwriting Services:

- § Competitive Coverage and Pricing Options
- § Prompt Response to Coverage Questions
- § Flexible Premium Payment Options
- § Small and Large Deductible Programs
- § Association Safety Discount Programs
- § Dividend Programs
- § Incurred Loss Retrospective Rating Programs
- § Premium Finance Availability
- § Specialized Team Approach

### Audit Services:

- § On-Site Payroll and Classification Verification
- § Telephonic and Mail Audit Options
- § Recordkeeping Assistance
- § Class Dispute Resolution Assistance
- § Detailed Audit Results Statement
- § Extensive Classification Consultation Resource
- § Industry Experienced Premium Auditors

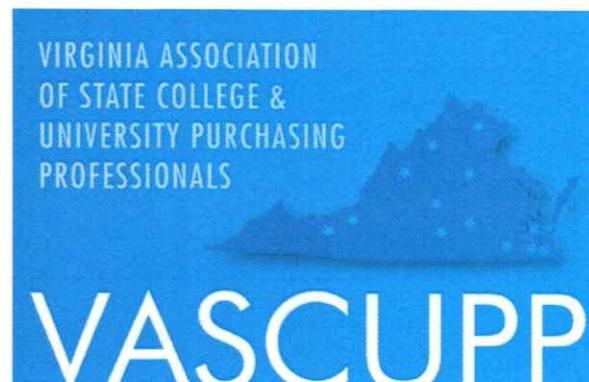
# University of Mary Washington

## Request for Proposal

RFP# UCPUMW 25-1937

Special Event Equipment Rental

June 3, 2025



<https://vascupp.org>

A VASCUPP™ Member Institution  
Issued by Procurement Services  
Fredericksburg, Virginia

SEALED REQUEST FOR PROPOSAL (RFP)

ISSUE DATE: June 3, 2025
RFP NUMBER & TITLE: UCPUMW 25-1937, Special Event Equipment Rental
PROPOSAL DUE DATE & TIME: July 3, 2025, 2:00 p.m.

NOTE: Proposals received after the due date and time cannot be accepted.

PROPOSAL DELIVERY: Electronic file upload to eVA only

WORK LOCATION: [X] All Campuses [ ] Fredericksburg [ ] Stafford [ ] Dahlgren

COMMODITY CODE(S): 97741, 96234, 98172, 98143, 98136, 97732, 96260, 97735

PRE-PROPOSAL CONFERENCE: [X] Optional [ ] Mandatory [ ] N/A DATE & TIME: July 10, 2025 at 10:00 a.m.

PRE-PROPOSAL LOCATION: Eagle Village Executive Offices, Suite 480
1125 Emancipation Hwy., Fredericksburg, VA 22401

CONTRACT OFFICER: Kenneth Manahan EMAIL: kmanaha2@umw.edu

PERIOD OF CONTRACT: August 1, 2025 through July 31, 2026 with five, one-year renewal options that if exercised will extend the term of the contract through July 31, 2031.

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 made 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

Name of Offering Firm: FXBG Rentals LLC DBA Fredericksburg Rentals
Address of Offering Firm: 10708 Stoner Dr. Fredericksburg, VA 22408

DSBSD Certification No.: Expiration Date:

eVA ID: VLIN VA10117298 VendorCustomerCode SUP319306 Tax ID: 33-4189697

Email: fxbgrentals@gmail.com/fredsupply25@gmail.com Telephone: 540-891-8244

Website: fsv-online.com Fax:

Submitted By (Print Name & Title): IRINA Milde

Signature (In Ink): [Handwritten Signature] Date: July 3, 2025

- 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 12, 2025.
- II. **PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held on July 10, 2025 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 section of this RFP.
- a. Those planning to attend shall notify the Contract Officer, via email, no later than 3 days prior to the conference date.
  - b. No attendee will be permitted access to the conference after 10:00 a.m.
  - c. Bring a copy of the RFP with you to the conference.
  - d. Parking is available to visitors in designated locations which can be found on the UMW campus map here: <http://www.umw.edu/visitors/>
- III. **PROPOSAL RECEIPT REQUIREMENTS:** Sealed Proposals for furnishing the services described herein shall be submitted electronically via upload to the RFP 's eVA site, with eh option to submit a hard copy.
- A. Electronic Online Response via eVA:**
1. The Offeror must submit their proposal via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).  
*\*If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.*
- B. The issuance of this solicitation does not guarantee an award of a contract.
- C. UMW requires the inclusion of a clearly marked redacted proposal if any portion of the Offeror's proposal contains proprietary information. The redacted file shall also be uploaded to the eVA site with the file name including the word "Redated Version".
- 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](http://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> 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 proposals from qualified sources, with the Offeror's Service Center located within a seventy-five (75) mile radius of the university of Mary Washington Fredericksburg, VA campus, to establish one or more contracts through competitive negotiations with qualified contractors. The awarded contract(s) will provide furniture, equipment (such as heaters, generators, fans, etc.), portable shelters (tents, arches, etc.), temporary platforms (staging), sundry rentals (linens, props, etc.), and other necessary items for various events, as outlined herein, at the University of Mary Washington ("UMW" or "the University"), an agency of the Commonwealth of Virginia.

These rented items will be required for UMW's annual key events, including but not limited to Commencement, Family Weekend, the Chappell Great Lives Series, Alumni Reunions, the Multicultural Fair, and Orientation. Additionally, rented items will be needed for Presidential Events, public and private events such as weddings, and any other gatherings requiring similar equipment, structures, furniture, sundry rentals, and services. Events covered by the awarded contract(s) may be held indoors or outdoors.

The resulting contract will be awarded to those qualified contractors who present the best overall value to UMW in terms of: 1) types and availability of required equipment, structures, supplies, and services; 2) available capacity to meet UMW scheduling requirements for annual key events; 3) a demonstrated past performance in the industry, and 4) presenting the best overall pricing options considering rental prices, discounts, rebates, sponsorships and any associated delivery and add-on pricing.

The University makes no guaranteed minimum amount of purchase or future business with the award of a contract.

It is intended for the resulting contract to include cooperative language for the benefit of all public bodies and other entities referenced herein.

- 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:** The UMW Office of Events and Conferencing promotes the brand of UMW and extends its overall mission of service, by treating various constituencies and individuals – both public and university-related – as clients, who are entitled to the office's resources and professionalism in connection with planning and pursuing presentations that require one-stop management, facilitation, and completion. The Office of Events plans and coordinates logistics for Presidential (inaugurations and presidential addresses) and Major Institutional Events (Family Weekend, the Chappell Great Lives Series, and Commencement). In addition, the Office of Events provides consultation services for other UMW and Community Events (Multi-Cultural Fairs, Alumni

Weekend, to name a few), including internal and external groups planning to host an event at the University.

UMW properties include the Fredericksburg Campus (William Anderson Center, Dodd Auditorium, University Campus Center, Tennis Center, Academic Buildings, and Athletic Fields); the Jepson Alumni Executive Center and Kalnen Inn; the Stafford Campus; the Dahlgren Campus; University Galleries (Ridderhof Martin Gallery, Gari Melchers Home and Studio at Belmont, and James Monroe Museum).

#### **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/2022-08/Governing%20Rules with foreword final August%202022.pdf](https://vascupp.org/sites/vascupp/files/2022-08/Governing%20Rules%20with%20foreword%20final%20August%202022.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. 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.*

2. **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 proprietary and/or confidential, the proposal will be rejected.*

3. **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 the proposal after submission.*
4. **Number of Proposals Required:**
  - a. One (1) original electronic version of the proposal is required and, if required by the Offeror, one (1) separate electronic version clearly marked "Redacted Copy". The file(s) must be uploaded to eVA.
5. **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, and shall be straight forward and concise.
6. **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:** Proposals should be as thorough and detailed as possible. Offerors are required to include all of the following items within their proposal. **For evaluation purposes, it is requested that the information be provided in the same order as they appear within this section.**

1. Complete and return SIGNED RFP cover page. Proposals shall be signed by an authorized representative of the Offeror.
2. Company Information:
  - a. Provide a brief description and history of the firm, including information detailing experiences and qualifications of the firm to provide this solution, such as number of years in business providing similar solutions to similar entities, preferably in higher education.
  - b. Identify the number and total value of sales your company has had (if any) during the last twelve months with each public Higher Education Institution within the Commonwealth of Virginia.
  - c. Identify the location of your business indicating it is within the required 75-mile radius of UMW.
  - d. Provide a certificate of insurance to substantiate the coverage is adequate to meet the University's insurance requirements as described within the Special Terms and Conditions (Section XII) contained herein.
3. Provide an understanding of the Section XII Special Terms & Conditions requirements for the following sections:
  - a. "Requirement for Criminal Background Check of Personnel Assigned by Contactor to Perform Work on UMW Property" (section XII, Q.)
  - b. Drug-Free Workplace" (Section XII, R.)
4. Include the following completed Attachments within the proposal:
  - a. Point of Contact Information, Attachment 1.
  - b. Contractor Data Sheet, Attachment 2.
  - c. Pricing Schedule, Attachment 3
  - d. Subcontracting Plan, Attachment, 4
5. Offeror's Qualifications, Experience and Past Performance:
  - a. Describe your understanding and any experience with temporary structure permits through the Commonwealth of Virginia, Bureau of Capital Outlay Management.
  - b. Identify your proposed single point of contact, emergency point of contact and business (invoicing) point of contact (reference Attachment 1) for all UMW special event rental services.
  - c. Provide three references for contracts with similar size, scope, capabilities. Include the contract number, the agency name, the point of contact (Contracts and/or actual Customer), phone number, and email address, along with date of service and value of the order (reference Attachment 2, Contractor Data Sheet).
  - d. Identify your direct experience and expertise in convention, event, or hospitality industry.
  - e. Describe ability to provide special event rental services for small or large, multi-location events. Be specific in detailing the event from beginning to end including ability to provide set-up and take-down services.
  - f. Describe in detail the warranty given on all equipment and service.
  - g. Identify any certifications and licenses that you the contractor and/or employee(s) may currently hold.
  - h. Describe the training, expertise, and supervision of personnel employed by the contractor that will be assigned to service this contract.
  - i. Include a list of manufacturer certifications or include a description of experience Offeror has on all equipment, systems, and supplies to be provided by the Offeror.
  - j. Provide resumes of key personnel that will be assigned to this tasking.

6. Offeror's Ability to Provide Types of Products/Services identified and the Quality of the Products/Services Offered (based on product list, descriptive literature, on-line capability, etc.
  - a. Provide the internet address for your firm's online special event rental catalog, if available, or promotional material that provides photographs, descriptions, quantities available and pricing for offered items.
  - b. Describe seating options including the maximum number of uniform chairs that can be accommodated with one order. Include seating specifications, colors, etc. Provide descriptive literature, specifications and pictures of seating options being offered.
  - c. Describe staging options to include various sizes, styles, skirting, etc. Provide descriptive literature, specifications, and pictures of staging being offered.
  - d. Describe table options to include various sizes and styles. Provide descriptive literature, specifications and pictures of tables being offered.
  - e. Describe tent options to include various sizes and styles and associated cost. Provide descriptive literature, specifications and pictures of tents being offered.
  - f. Describe portable sanitation unit options to include various sizes and styles and associated cost. Provide descriptive literature, specifications, and pictures of comfort stations being offered.
  - g. Describe portable generator options to include various sizes and power capabilities. Provide descriptive literature, specifications, and pictures of generators being offered.
  - h. Provide information on other items your firm provides for special event rental.
  
7. Offeror's Specific Plans or Methodology to be used in performing services (including capability and plan of action to meet UMW demand signal for regularly scheduled key events, for short-fuse events, to address inclement weather alterations, etc.
  - a. Describe timeframe for set-up and take-down of equipment.
  - b. Describe consultation and guidance that may be provided to UMW in determining exact needs for specific events and locations. Describe ability to accommodate requests for site visits to make recommendations and suggestions concerning equipment needed.
  - c. Describe in detail cancellation requirements.
  - d. Describe invoicing procedure and timelines. Provide sample invoice with proposal.
  - e. Unanticipated events may be held with little to no notice. Describe the expected turnaround time for events at UMW and how tight deadlines are met.
  - f. Provide any documented standard operating procedures that would mitigate risk to UMW.
  - g. Describe your staffing plan for delivery, set-up, operation, take-down and removal of equipment (numbers of employees, types of employees, responsibilities of employees).
  - h. Understanding Commonwealth of Virginia Higher Education requirements for Commencement Support for the same or similar timeframes, describe your capacity to meet that demand.
  - i. Describe any proposed subcontracting arrangements and expectations.
  - j. Describe your inclement weather procedures.
  
8. Pricing (prices, rebates, discounts, internships, sponsorships, etc.
  - a. Complete pricing schedule attached (Attachment 3) by entering pricing information for all items that your company can provide.
  - b. Identify any offered discounts, rebates, opportunities for internships, sponsorships.
  - c. Identify any add-on charges proposed in complete detail (shipping by order, by load; by delivery; split order add-on charges; cancellation fees; credit card fees). Any add-on charges that are not identified in your original proposal will not be permitted under a resulting contract. It is imperative that you identify all potential add-on charges for consideration.
  
9. Submit any exceptions the Offering firm takes to the Terms and Conditions as stated in this RFP.

10. Include any other information the Offeror believes will help the University evaluate its proposal.

Please review the Proposal Submission Checklist, Attachment 6, prior to submission.

- VII. STATEMENT OF NEEDS:** UMW desires to secure the services of professional special event rental firms with direct experience and expertise in convention, event, or hospitality industry. In support of the awarded contract, the Contractor shall be responsible for the following:
- a. As required by the University, the Contractor shall provide goods and services for equipment rental, including outdoor tents, chairs, staging, tables, linens, generators, heaters, props, furniture, temporary structures, labor, insurance, supervision, incidentals, and other related supplies, services, furniture, and equipment, on an as-needed basis for special event rental services to the University.
  - b. Location of Contractor's Service Center must be within a 75-mile radius of the UMW's Main Campus, 1301 College Avenue, Fredericksburg, VA 22401.
  - c. Implementation and adherence to proper safety and health precautions to protect, at a minimum, all of its work, employees, the public and University personnel, students, and guests.
  - d. Equipment/Structures:
    - i. Contractor will deliver in-stock equipment in accordance with delivery expectations of the end user. Delivery time on any non-stock equipment will be detailed to the end-user prior to order placement.
    - ii. All equipment shall conform to any and all established manufacturer or industry standards and/or legally required laws, ordinances, and/or codes and shall be uniform, clean, superior quality, operable with no broken parts, and the same color within each ceremony/location. UMW will at its sole discretion determine if equipment is acceptable for use.
    - iii. The Contractor shall have in current stock, or available for rental at the required time, all equipment in sizes bid. Tents larger than 30' x 30' may be either framed or center pole.
    - iv. Contractor shall provide an event site diagram which includes rental equipment layouts, if needed. The contractor will provide verbal and written instructions for the use of equipment.
    - v. The Contractor will be provided a site visit prior to delivery of rental equipment at no additional charge to the University.
    - vi. All rentals will include set-up, break-down, and return of the site to its original condition unless the University requests otherwise.
    - vii. The Contractors shall adhere to all manufacturer, University and Commonwealth of Virginia requirements related to anchoring systems, side panels, lighting, exits, locations of heaters, generators, etc.
    - viii. The Contractor shall be responsible for monitoring weather conditions and may be required to cancel the erection/use of the structure should wind speed exceed manufacturer and Commonwealth requirements.
    - ix. Damages to listed equipment caused by the Contractor's negligence or nonfeasance shall be repaired at no cost to the University.
  - e. Requirements regarding Site Plans include, but are not limited to:
    - i. Temporary Structure Site Plans shall indicate distances from other occupied Buildings and Structures and the Use Group of these structures, if within 40 feet of the permit requested Temporary Structure.

- ii. Indicate on Site Plan(s) other site occurring/affecting items, such as: general site slope(s) and ground cover, sidewalks, paths, stairs, ramps, wheelchair egress/access, roadways, drives, trees, bushes, landscaping, bodies of water, other temporary structures and site improvements.
- iii. For further information and for information on other temporary structures, the Contractor may be required to contact the Division of Engineering and Buildings (DEB) Lead Reviewer assigned to UMW to discuss the specific data and supporting documents which will be required.
- f. Licenses, Permits and Certifications:
  - i. Contractor will be required to meet any/all license requirements stated within the contract at such time as the University has a project that needs to be fulfilled.
  - ii. Contractor must have personnel that are knowledgeable of “temporary structure permits” through the Commonwealth of Virginia and shall be trained and qualified to handle work of this type.
  - iii. Contractor shall be certified by the manufacturer or have established experience on all equipment, systems and supplies on which the firm will provide. The Contractor will provide documentation on manufacturer certification and/or references as requested by UMW throughout the duration of the contract.
  - iv. The University shall be responsible for obtaining permits for temporary structure through DEB. However, the Contractor may be required to assist the requesting Department with the following supporting documents for tents and other amusement devices:
    - 1) Site Plan, showing tent location and adjacent structures
    - 2) Floor Plans, with Exits shown
    - 3) Floor Plans, with Furnishing Layouts/Setups shown (e.g., tables, chairs, stages, food service, dance floor, etc.)
    - 4) Certificate of Conformance with NFPA 701 for Flame Resistance, if applicable.
- g. Failure to Perform or Deliver:
  - i. Failure of the Contractor to deliver in the timeframe indicated may result in the University cancelling any order (or part of any order) without payment to the Contractor, and the University will not be held responsible for any restocking fee or penalty.
  - ii. Failure to provide equipment that has been scheduled and confirmed in advance shall be considered a failure to perform and may result in cancellation of the contract. All requests are understood by the Contractor to be dependent on availability. If the Contractor is unable to provide the scheduled equipment more than three (3) times during each contract year, the contract may be cancelled.
  - iii. Repeated failure to furnish materials on time, poor quality or unacceptable performance on the part of the contractor shall be deemed sufficient cause for cancellation of the agreement by the University.
- h. Contractor Employees:
  - i. Contractor shall be responsible at all times for the actions and work of its employees. The contractor shall enforce strict discipline and good order among event personnel. UMW reserves the right to require the contractor to remove any employee whose behavior is deemed as unprofessional or objectionable.
  - ii. The contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor or supervise the Contractor’s employees, ensuring adherence to the work schedule and quality of work.

- 1) One supervisor shall be appointed as main contact for the University's Contract Administrator.
  - 2) The supervisor shall be able to speak and read English fluently.
  - 3) It is expected that this person will report to the Contract Administrator or his/her designee daily when work is being performed under this contract.
- iii. Employee Conduct: The supervisor shall be responsible for the conduct and performance of the Contractor's employees, in addition to compliance with the following rules:
- 1) Contractor's employees appearing to be under the influence of alcohol or drugs shall not be permitted on University premises.
  - 2) No loud, boisterous or rude conduct shall be permitted.
  - 3) Contractor's employees shall not use or tamper with office machines nor use University telephones at any time.
  - 4) No smoking or vaping on UMW premises.
  - 5) No radios, no portable music sources, nor the use of residence hall televisions shall be permitted.
  - 6) No unauthorized personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.
- iv. Contractor shall assign a coordinator to review all billings to assure complete and accurate information and to act as contact person for the University.
- v. Contractor employees are required to wear uniforms to designate their affiliation at all times while on University property. Uniforms will contain the Contractor's name and the person's name designated on the upper portion of the shirt. Uniforms must remain consistent for proper identification purposes. The Selected Firm's personnel must have a photo ID with their name, company name, and be worn above the waist at all times. The University requires such identification for security precautions and access will be prohibited if University personnel do not recognize the identification.
- i. Communications:
- i. The Contractor shall designate a single company representative as the contact person for all rental requests. The designated representative shall advise UMW of equipment availability and shall confirm each rental.
  - ii. The Contractor shall identify and provide a contact person and a day and evening telephone number for emergency communications resulting from severe weather, faulty equipment, and all problems associated with the rental. If a change in the company representative occurs, the Contractor shall immediately notify the UMW representative ordering the equipment and/or UMW's Contract Administrator.
  - iii. Contractor will provide an answering service available for emergencies 24-hours a day, seven days a week.
- j. Pricing Schedule:
- i. The quantities shown in the Pricing Schedule are for the purposes of evaluation only; the one-day event rental prices (unit price) will set the baseline for pricing for future purchase

orders.

k. Damages/Insurance

- i. The Contractor is responsible for damages resulting from equipment failure that may cause personal injury to an Individual or to University facilities or equipment. The Contractor agrees to purchase such insurance over and above the University's stated minimum commercial general liability coverage that they consider necessary to protect their equipment from damage or destruction during the term of this contract. The Contractor also agrees that the University shall have no obligation for payment of damages of any nature to equipment provided. Contractor further understands and agrees that no employee of UMW, other than the designated Procurement Services department representative, is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation or in a purchase order issued against this solicitation, and that any signature of a University employee shall be interpreted as the University's acknowledgement of delivery only.
- ii. In addition to the above, the Contractor shall provide to the Purchasing Agent (Procurement Services) a Certificate of Insurance indicating that the Contractor has in force the coverage specified in the Terms and Conditions of this Solicitation/Contract.

l. Ordering Process:

- i. Develop clear, concise, and professional quality written quotes for each event for review and acceptance by UMW.
  - 1) Upon receipt of a written request from UMW, the contractor shall furnish a written description of the scope of services to be provided, ensuring mutual understanding and agreement of the services/work to be performed. The written description shall also include an estimate of the costs to complete the service, a set-up and pick-up date, expressed as either a definite date or the number of days after receipt of UMW's eVA purchase order.
    - a) Quoted prices for a specific event shall include any and all additional costs/fees associated with product procurement (such as, but not limited to, freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).
- ii. Upon approval of the quote by the Events Office, an eVA purchase order will be issued as authority to proceed with the work. The eVA purchase order shall incorporate the contractor's quote as a "not to exceed" cost and the agreed upon delivery and pick-up time.
- iii. Request for rentals may be made by telephone, fax, or letter against a valid UMW Purchase Order Agreement.
- iv. The Contractor shall perform no work that would result in exceeding the dollar limitation of the eVA purchase order without first having obtained written approval from the Agency.
- v. The University will make every effort to provide the Contractor notice of such events no later than one (1) month prior to the event date.

**VIII. CONTRACT ADMINISTRATION:**

- A. The Executive Director of Events and catering, 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. Although resulting contracts may be assigned under Contract Administration to the Special Assistant to the President/University Events or their designee, other University departments shall retain the authority to utilize any resulting contracts.
- B. The Contract Administrator shall determine the amount, quantity, acceptability, fitness of all aspects of the goods/services and shall decide all other questions in connection with the goods/services. The Contract Administrator shall not have authority to approve changes in the goods/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
Offeror’s Qualifications and Experience in Providing Goods/Services (including experience with DEB, commitment of key personnel with qualifications and experience, past performance).	20
Offeror’s Ability to Provide Types of Products/Services identified and the Quality of the Products/Services Offered (based on product list, descriptive literature, on-line capability, etc.).	20
Offeror’s Specific Plans or Methodology to be used in performing services (including capability and plan of action to meet UMW demand signal for regularly scheduled key events, for short-fuse events, to address inclement weather alterations, etc.).	20
Pricing (prices, rebates, discounts, internships, sponsorships, etc.)	20
Small Business Subcontracting Plan	20
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/umw-terms-conditions/>

**XI. SPECIAL TERMS AND CONDITIONS:**

- A. **ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days from the closing date of the solicitation. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn within 10 calendar days at the end of the stated Acceptance Period, the proposal shall remain in effect, as-is, until an award is made, or the solicitation is canceled. If the proposal specifies an alternative acceptance period than the one written here, the acceptance period shall be the longer of the two dates.

- B. ACCESS TO WORK:** The University, the University's inspectors and other test personnel, and inspectors from Department of Labor and Industry, DEB, or other agencies as appropriate, shall have access to the work at all times. The Contractor shall provide proper facilities for access and inspection.
- C. ADDITIONAL GOODS AND SERVICES:** The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
- D. ADVERTISING TO THE GENERAL PUBLIC:** In the event a contract is awarded for services resulting from this proposal, no indication of such services to the University of Mary Washington will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- E. 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, the University will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
- F. 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.
- G. AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- H. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- I. 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:
- i. a separate award of each item,

- ii. an award of a group of items,
- iii. an award either in whole or in part,
- iv. a single award, or
- v. a multiple award

- J. CANCELLATION OF CONTRACT:** 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 deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received 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.
- K. CHANGES TO THE CONTRACT:** Changes can be made to the contract by written mutual agreement 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.
- L. CONTROLLING VERSION (for solicitation):** 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.
- M. CONTROLLING VERSION (for contract):** 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.
- N. COMPLIANCE:** Failure to comply with any of the specifications contained in the scope of work provided herein may result in cancellation of contract.
- O. CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand (\$750,00) or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one-thousand dollars (\$1,000) or more, but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesman license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_  
 Licensed Class B Virginia Contractor No. \_\_\_\_\_ Specialty \_\_\_\_\_

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of §54.1-1115 of the Code of Virginias (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

- P. 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.

- Q. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON UMW PROPERTY:** The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on UMW property. The results of the background checks will be directed solely to the Contractor. The Contractor bears the responsibility for confirming to the University Contract Administrator that the background checks have been completed prior to the work being performed by their employees or subcontractors. The Contractor shall only assign to work on University properties those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, UMW reserves the right to approve or disapprove any contract employee that will work on UMW property. Disapproval by UMW will solely apply to UMW property and should have no bearing on the Contractor's employment of an individual outside of UMW.
- R. 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 for advertisements for employees place by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clause in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- S. **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.
- T. **E-VERIFY PROGRAM:** Effective 12/1/2013, and pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- U. **ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any government or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.
- V. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
- W. **EXTRA CHARGES PROHIBITED:** The bid price shall be for the product and delivery, and shall include all applicable freight and transportation charges; extra charges will not be allowed.
- X. **FINAL INSPECTION:** The contractor shall demonstrate to the authorized UMW representative that the work is fully operational and in compliance with contract specifications and code. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- Y. **FISCAL YEAR PROCESSING:** The University of Mary Washington's fiscal year is July 1st through June 30th. Payment cannot be made for multiple fiscal years in advance of services.

**Z. FORMAL SOLICITATION COMMUNICATIONS/DISQUALIFICATION OF OFFERORS:**

1. Informal Communications - From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the University rejects all proposals, informal communication regarding this procurement shall cease. Informal communication shall include, but not be limited to:
  - I. Requests from Offerors to any departments of the University, with the exception of Purchasing, for information, comments, etc.
  - II. Requests from any department at the University of any employee of the Offeror, with the exception of Procurement Services, for information, comments, etc.
  - III. Contact with any individuals participating on the selection committee.
2. Formal Communications - From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Offeror, and all other Offerors have been notified, or when the University rejects all proposals, all communications between the University and the Offerors will be formal as provided for in this RFP or as requested by Procurement Services. Formal communication shall include, but not be limited to:
  - I. Pre-proposal conference
  - II. Oral presentation, if requested
  - III. Site visits, etc.

**AA. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless 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 furnished by the Contractor/any services of any kind or nature 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, good or equipment delivered.

**BB. 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.

**CC. INSPECTION:** All work and materials in each project shall be subject to final inspection by an authorized representative of the University. Any omission or failure on the part of such representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of any such work or material. If any defective work or materials are found during inspection, the contractor shall remove or repair, at his own expense, such defective work or rejected material and shall correct and/or replace same without extra charge.

**DD. INSPECTION OF JOB SITE:** Contractor certifies that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

- EE. INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- FF. INSURANCE:** By signing this contract, the Contractor certifies it will have the following insurance coverage at the time the contract is awarded and through the term of each contract renewal period. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et. Seq. of the Code of Virginia. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage's 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:

1. 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.
  2. Employer's Liability - \$100,000.
  3. 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.
  4. Automobile Liability - \$1,000,000 per occurrence (Only used if motor vehicle is to be used in the contract.)
- GG. KEYS:** If the Contractor is given keys for this project, it is the Contractor's responsibility to return the keys when the contract is terminated, as well as for the safekeeping of the keys during the contract period. The Contractor shall not loan or duplicate the keys. In the event the Contractor loses the keys, they will be charged for the replacement of the keys and any locks which are rekeyed or replaced.
- HH. LATE PROPOSALS:** To be considered for selection, proposals must be uploaded to eVa by the specified due date and time. After this deadline, eVa will not accept file uploads, resulting in the proposal not being submitted and contractor's ineligibility for contract award.
- II. LIQUIDATED DAMAGES, FURNISH AND INSTALL:** Work shall begin at the designated date and time requested by the contract administrator and all work shall be completed by the date and time stated on the purchase order. It is hereby understood and agreed by the contractor that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified, the contractor will be responsible for re-procurement costs including, but not limited to, contracting with a new vendor to complete the necessary services; except that if the delivery be delayed by act, negligence or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written

request and justification for an extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified at the purchasing office's sole discretion for good cause shown.

**JJ. MISS UTILITIES:** As required, it shall be the Contractor's responsibility to contact Miss Utilities a minimum of forty-eight (48) hours prior to installation to have all existing underground utilities located, and shall be responsible for any damage to the underground utilities during the performance of this contract.

**KK. OPERATING VEHICLES ON UMW CAMPUS:** Operating Contractor vehicles on sidewalks, plazas, grass, flower beds, walkways, fountains, and University seal is prohibited. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

**LL. ORDERING PROCEDURES:** The awardee of a contract under this solicitation shall be issued one (1) master contract, which will be valid for the term of the contract. Individual purchase orders will be issued on a per occurrence basis when goods are required. Each purchase order will reference the particular goods to be provided and the master contract number.

**MM. PERMITS:**

1. The University will be responsible to obtain all necessary permits for work directed under this contract.
2. The Contractor shall comply with all applicable federal, state, and local laws, codes, and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.

**NN. PREBID/PREPROPOSAL CONFERENCE – OPTIONAL:** An optional preproposal conference will be held at 10:00 a.m., June 12, 2025 at the Eagle Village Executive Offices, Suite 480, 1125 Emancipation Hwy., Fredericksburg, VA 22401. 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.

**OO. PRICE ESCALATION/DE-ESCALATION:**

1. Price adjustments may be permitted for changes in the contractor's cost of materials and are only authorized at time of renewal (exercise of option periods) and only if formally documented in a corresponding contract modification. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.
2. Contractor shall give not less than ninety (90) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the term of the next option period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
  - I. Verify that the requested price increase is general in scope and not applicable just to the University
  - II. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
3. The Procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that

decreases which affect the cost of materials are required to be communicated immediately to the Procurement office.

**PP. PROPOSAL ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**QQ. PUBLIC POSTING OF COOPERATIVE CONTRACTS:** UMW maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.

**RR. 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.

**SS. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for five (5) successive periods, or as negotiated, under the terms and conditions of the original contract except stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the contract for an additional one- year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of all the services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the all services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**TT. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a Virginia Department of Small Business and Supplier Diversity (DSBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women- Owned Business or a Minority-Owned Business unless certified as such by the DSBSD by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- i. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a monthly or quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been

subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information:

- I. Name of firm with the DSBSD certification number
- II. Phone number
- III. Total dollar amount subcontracted
- IV. Category type (small, women-owned, or minority-owned)
- V. Type of product or service provided

Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

2. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly or quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

**UU. STANDARDS OF CONDUCT:** The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.

UMW, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace\*, or on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party\* who either complains about harassment or who participates in any investigation concerning harassment.

The Commonwealth expressly prohibits workplace violence\*. Prohibited conduct includes, but is not limited to: Injuring another person physically; Engaging in behavior that creates a reasonable fear of injury to another person; Engaging in behavior that subjects another individual to extreme emotional distress; Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business; Intentionally damaging property; Threatening to injure an individual or to damage property; Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and Retaliating against any employee who, in good faith, reports a violation of this policy.

Violations of the above standards of conduct may result in requests for apparent offenders to temporarily or permanently leave the workplace.

**VV. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 Section B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to

Title 13.1 or Title 50 is required to include in its bid or proposal the Identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Title 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and is not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Reference Attachment 1.

**WW. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

The contractor shall be responsible for completely supervising and directing the work done under this contract by subcontractors that may be utilized in support of the contract, using the contractor's best skill and attention. Subcontractors performing work under this contract shall be accountable to the prime contractor.

**XX. SUBMISSION OF INVOICES:** All invoices shall be submitted within thirty (30) days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the thirty (30) day period will not be processed for payment.

**YY. UNDERSTANDING OF REQUIREMENTS:** 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. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least fourteen (14) days prior to the time set for receipt of proposals. A copy of all queries and the respective response will be provided in the form of an addendum. Your signature on your Offer certifies that you fully understand all facets of this solicitation.

**ZZ. USE OF PREMISES AND REMOVAL OF DEBRIS:** The contractor shall:

1. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
2. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
3. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
5. Vehicle parking shall be permitted in designated areas. Contractor shall obtain approval from the Contract Administrator for parking in other areas.

**AAA. WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.

**BBB. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or furnished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

**CCC. WORK SITE USE:** The Contractor expressly undertakes, either directly or through its Subcontractor(s):

1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the University's use of the facilities.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operation, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.

**DDD. CONFLICT OF TERMS:** In the event of any inconsistency or conflict between the provisions of this Agreement and any other related rental agreements, policies, or documents referenced herein, the terms of this Agreement shall prevail.

**XIII. SUPPLIER ONBOARDING and METHOD OF PAYMENT:** *All awarded Contractors must be registered with the University to receive payment via University-issued check or ACH.* The Contractor shall be paid using one of the following methods for all University initiated procurements:

1. University Charge Card: At the time of verified receipt of goods or services, and proper invoice, if the Contractor's eVA profile indicates acceptance of credit cards in payment, the University will authorize payment by University charge card, currently through the Bank of America Visa, under the following terms:
  - a. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase.
  - b. No check-out fee or surcharge, that was appropriately disclosed in advance of the sale/purchase, shall be greater than 3% of the total sale., effective 4/15/2023. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price.
2. Virtual Payables through Bank of America: All payments made under Virtual Payables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payable department at: [payables@umw.edu](mailto:payables@umw.edu) or view <http://www.bankofamerica.com/epayablesvendors>.
3. UMW Check or ACH: *Payment will be made per the terms of the contract, or 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.*

NOTE: ACH must be set up in advance prior to submittal of any invoices.  
<https://www.doa.virginia.gov/reference.shtml#edi>

To be considered eligible for payment, **all physical invoices must be received at the address below** and should reference the eVA purchase order and UMW contract numbers as applicable. **All electronic invoices must be sent to [invoices@mail.umw.edu](mailto:invoices@mail.umw.edu)**. *The University will not be responsible for late payment or nonpayment of invoices not received directly by Accounts Payable at this email address or at the mailing address indicated (below).*

UNIVERSITY OF MARY WASHINGTON  
Attn: ACCOUNTS PAYABLE  
1301 COLLEGE AVENUE  
FREDERICKSBURG, VA 22401

**XIV. ATTACHMENTS:**

The following Attachments are provided herein for completion by the Offeror and included within the proposal submission:

- Attachment 1. Single, Emergency and Administrative Point of Contact Identification Sheet
- Attachment 2. Contractor Data Sheet
- Attachment 3. Pricing Schedule
- Attachment 4. SWAM Subcontracting Plan
- Attachment 5. Subcontracting spend Reporting
- Attachment 6. Proposal Checklist
- Attachment 7. Staging Diagram

ATTACHMENT 1  
 POINT OF CONTACT INFORMATION SINGLE POINT OF CONTACT  
**RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE**

PRIMARY POINT OF CONTACT

CONTACT PERSON'S NAME	IRINA Milde
CELL PHONE NUMBER	202-403-7505
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	YES
BEEPER/PAGER NUMBER	N/A
TELEPHONE NUMBER – NORMAL WORKING HOURS	540-891-8244
TELEPHONE NUMBER – AFTER WORKING HOURS	202-403-7505
FAX NUMBER	N/A
EMAIL ADDRESS	fxbgrentals@gmail.com/fredsupply25@gmail.com

EMERGENCY POINT OF CONTACT

CONTACT PERSON'S NAME	MARTIN GARCIA
CELL PHONE NUMBER	540-287-2410
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	YES
BEEPER/PAGER NUMBER	N/A
TELEPHONE NUMBER – NORMAL WORKING HOURS	540-891-8244
TELEPHONE NUMBER – AFTER WORKING HOURS	202-403-7505
FAX NUMBER	N/A
EMAIL ADDRESS	fredsupply25@gmail.com

(Attachment 1 Continued)

**INVOICING/PAYMENT POINT OF CONTACT**

CONTACT PERSON'S NAME	IRINA Milde OR MARTIN GARCIA
CELL PHONE NUMBER	202-403-7505
IS CELL PHONE CAPABLE OF RECEIVING TEXT MSGS?	YES
BEEPER/PAGER NUMBER	N/A
TELEPHONE NUMBER – NORMAL WORKING HOURS	540-891-8244
TELEPHONE NUMBER – AFTER WORKING HOURS	202-403-7505
FAX NUMBER	N/A
EMAIL ADDRESS	fredsupply25@gmail.com

**ATTACHMENT 2 CONTRACTOR DATA SHEET**  
**RETURN THIS COMPLETED FORM WITH YOUR PROPOSAL PACKAGE**

**QUALIFICATION OF CONTRACTOR:** The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

- YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service.  

27 Years \_\_\_\_\_ Months *The business has been operating since 1998. Under new ownership since April, 2025*
- REFERENCES:** Indicate below a list of at least four (4) recent references, either commercial or governmental, for which this type of service has been provided. Include the date the service was furnished, and the name and address of the person the University has permission to contact, date of service, value or order, and contract number:

Name & Address	Contact Person	Email Address	Telephone Number	Description of Work & Date Completed
UMW 1301 College Ave	MARION SANFORD	MSANFORD@umw.edu	540-654-1044	tents, tables, chairs, staging <i>SINCE 1999</i>
Stafford High School 63 Stafford Indian Ln	JOSHUA RAVEN	RAVENJP@STAFFORDSCHOOLS	540-371-7200	tents, tables, chairs etc. <i>SINCE 1999</i>
North Stafford High School 839 GARRISONVILLE	SHIRLEY SPELMAN	SPELMANSY@STAFFORDSCHOOLS	540-658-6150	RENTALS <i>SINCE 2005</i>
Mountain View High School 2135 Mt. View Rd	JENNIFER ALLEN	ALLENJ1@STAFFORDSCHOOLS	540-658-6840	RENTALS <i>SINCE 2009</i>
Colonial Forge High School 550 Guethouse Rd.	MARIA ARNER		540-658-6115	<i>SINCE 2004</i>

**ATTACHMENT 3-- PRICING SCHEDULE**

**RETURN THIS FORM WITH YOUR PROPOSAL PACKAGE**

The Contractor agrees to provide the services in compliance with the scope of work for each specific line item/services at a firm fixed price for the period of this agreement as follows.

In any instance where the contractor cannot provide the required services within an acceptable timeframe, the University reserves the right to purchase these services on the open market.

The quantities are estimated quantities used for evaluation purposes only. The University reserves the right to purchase those services actually needed and in quantities as required by the University regardless of whether such total quantities are more or less than those shown.

Item No	Description	Daily Rental	Quantity	Unit	Total
	<b>TENTS and Canopies (Provide, Install, and Remove)</b>				
	<b>To include poles and concrete anchors, courtyard tents (all require concrete anchors)</b>				
1	Tents, 10' x 10', Standard Tent	\$ 302.50	4	Each	\$ 1,210
2	Tents, 10' x 10', High Peaked	\$ 313.50	4	Each	\$ 1,254
3	Tents, 15' x 15'	\$ 368.50	5		\$ 1,842.50
4	Tents, 15' x 30'	\$ N/A	N/A	Each	\$ N/A
5	Tents, 20' x 20'	\$ 792.00	7	Each	\$ 5,544
6	Tents, 30' x 30'	\$ 1,122.00	3	Each	\$ 3,366
7	Tents, 30' x 40'	\$ 1,430.00	3	Each	\$ 4,290
8	Tents, 30' x 45'	\$ N/A	N/A	Each	\$ N/A
9	Tents, 30' x 50'	\$ 1,765.50	2	Each	\$ 3,531
10	Tents, 30' x 60'	\$ 2,101.00	2	Each	\$ 4,202
11	Tents, 30' x 75'	\$ N/A	N/A	Each	\$
12	Tents, 40' x 80'	\$ 3,520.00	4	Each	\$ 14,080
13	Tents, 50' x 100' 50' x 100'	\$ 5,225	1	Each	\$
14	Tents, 80' x 100'	\$ N/A		Each	\$
15	Tents, 80' x 210"	\$ N/A		Each	\$
16	Clear Top Tent, 30' x 30'	\$ N/A		Each	\$
17	Clear Top Tent, 30' x 40'	\$ N/A		Each	\$
18	Clear Top Tent, 30' x 45'	\$ N/A		Each	\$
19	Clear Top Tent, 30' x 50'	\$ N/A		Each	\$
20	Clear Top Tent, 30' x 60'	\$ N/A		Each	\$
21	Clear Top Tent, 30' x 30'	\$ N/A		Each	\$
22	Clear Top Tent, 30' x 75'	\$ N/A		Each	\$
23	Clear Top Tent, 30' x 90'	\$ N/A		Each	\$
24	Clear Top Tent, 40' x 45'	\$ N/A		Each	\$
25	Clear Top Tent, 40' x 50'	\$ N/A		Each	\$
26	Clear Top Tent, 40' x 60'	\$ N/A		Each	\$
27	Clear Top Tent, 40' x 80'	\$ N/A		Each	\$
28	Clear Top Tent, 40' x 100'	\$ N/A		Each	\$
29	Clear Peak Tent, 10' x 10'	\$ N/A		Each	\$
30	Clear Peak Tent, 10' x 20'	\$ N/A		Each	\$
31	Clear Peak Tent, 15' x 15'	\$ N/A		Each	\$
32	Clear Peak Tent, 20' x 20'	\$ N/A		Each	\$

33	Clear Peak Tent, 20' x 30'	\$ N/A		Each	\$
34	Clear Peak Tent, 20' x 40'	\$ N/A		Each	\$
35	Sail Cloth Tent, 45' x 44'	\$ N/A		Each	\$
36	Sail Cloth Tent, 45' x 64'	\$ N/A		Each	\$
37	Sail Cloth Tent, 45' x 84'	\$ N/A		Each	\$
38	Sail Cloth Tent, 45' x 104'	\$ N/A		Each	\$
<b>TENT Accessories (Provide, Install, and Remove)</b>					
39	Concrete Anchors /w COVERS	\$ 40		Each	\$
40	Concrete Covers	\$		Each	\$
41	Tent Pole Covers	\$ 16.90	95	Each	\$ 1605.50
42	Tent Liner for Each Size Tent	\$ depends	on the size of	Each	\$ the tent
43	Tent Lights, Bistro – Black and White	\$		Each	\$
44	Tent Lights, Lanterns, Japanese 12", 16", 20" and 24"	\$ N/A		Each	\$
45	Tent Fan Pedestal 30'	\$ 33	4	Each	\$ 132
46	Tent Fan - 12"	\$ N/A		Each	\$
47	Tent Fan – 18"	\$ 50	8	Each	\$ 400
48	Drum Fan, 24"	\$ N/A		Each	\$
49	Tent Gutter	PRICING VARIES	based on the size of	Each	\$ the tent
<b>TABLES (Rental, Set-up, Breakdown)</b>					
50	Banquet Rectangular 4' x 30"	\$ N/A		Each	\$
51	Banquet Rectangular 6' x 30"	\$ 12.95	120	Each	\$ 1554
52	Banquet Rectangular 8' x 30"	\$ 15.15	120	Each	\$ 1818
53	Banquet Rectangular 6' x 18"	\$ 11.58	13	Each	\$ 150.54
54	Banquet Rectangular 8' x 18"	\$ N/A	N/A	Each	\$
55	Banquet Rectangular 8' x 30" Children's Table 6'	\$ 11.85	4	Each	\$ 47.40
56	Banquet Round 3'	\$ 12.13	22	Each	\$ 266.86
57	Banquet Round 4'	\$ 13.39	40	Each	\$ 535.60
58	Banquet Round 5'	\$ 14.49	75	Each	\$ 1086.75
59	Banquet Round 6'	\$ 15.59	55	Each	\$ 857.45
60	Cocktail Rounds Tall and Standard Heights 24"	\$ N/A	N/A	Each	\$
61	Cocktail Rounds Tall and Standard Heights 30"	\$ 14.05	30	Each	\$ 421.50
62	Square 2', Standard and High Top	\$ N/A	N/A	Each	\$
63	Square 4', Standard	\$ N/A	N/A	Each	\$

64	Square 5', Standard	\$ 18.45	12	Each	\$ 221.40
65	Serpentine 8' 6"	\$ 15.70	4	Each	\$ 62.80
66	Timberwood Farm Table, 4' x 8'	\$ N/A		Each	\$
67	Timberwood Benches for Farm Table	\$ N/A		Each	\$
68	King Table, 4' x 8' Rectangular Table	\$ N/A		Each	\$
<b>CHAIRS (Rental, Set-up, Breakdown)</b>				Each	\$
69	Padded Garden, <u>White</u> , Black and Natural	\$ 5.85	200	Each	\$ 1,170
70	Folding <u>Black</u> , <u>White</u> , and Tan	\$ 3.43	3,605	Each	\$ 12,365.15
71	Chivari Barstool, Black and Natural, mahogany,	\$ in the process of buying it		Each	\$
72	Chivari Black, Gold, Silver, Mahogany, and White	\$ 9.75	22	Each	\$ 214.50
73	Set Up/ Knock Down of Chairs	\$ 1.50/per		Each	\$
<b>STAGE SECTIONS, 4' X 8' (PROVIDE, INSTALL, AND REMOVE)</b>					
74	Stage, 12" High	\$ 97	48 panels	Each	\$
75	Stage, 32" High	\$ 162	48 panels	Each	\$
<b>STAGE EQUIPMENT (PROVIDE, INSTALL AND REMOVE)</b>					
76	Staging (Risers 4 x 4)	\$ 48.50	91	Each	\$
77	Staging Steps	\$		Each	\$
78	Black Astroturf Covering for Stage	\$ 0.50/sq ft	6696 sq ft	Each	\$ 3,348
79	4' Guard Rails for Staging	\$ 32	30	Each	\$
80	ADA Access Ramps by the Foot	\$		Each	\$
<b>STAIRS (PROVIDE, INSTALL AND REMOVE)</b>					
81	Stairs, 12" High	\$ N/A	N/A	Each	\$
82	Stairs, 32" High	\$ 65.00	2	Each	\$ 130
<b>PIPES AND DRAPES (RENTAL ONLY)</b>					

83	10' High Black, Navy Blue and Royal Blue, White	\$ N/A		Each	\$
84	12' High Black, Navy Blue and Royal Blue, White	\$ N/A		Each	\$
85	20' High Black, Navy Blue and Royal Blue, White	\$ N/A		Each	\$
<b>STANCHIONS (RENTAL ONLY)</b>					
86	36" High, without Rope	\$ 11.00	10	Each	\$ 110
87	White Plastic with White Plastic Chain	\$ 10.73	11	Each	\$ 118.03
<b>STANCHIONS CHROME PORTA POST</b>					
88	6' Section Red and Black Velour Rope	\$ N/A		Each	\$
89	8' Section Red and Black Velour Rope	\$ 34.10	5	Each	\$ 170.50
<b>ARCHES (PROVIDE, INSTALL AND REMOVE)</b>					
90	Wood	\$ N/A		Each	\$
<b>COLUMN (PROVIDE, INSTALL AND REMOVE)</b>					
91	33"	\$ 13.20	4	Each	\$ 52.80
92	46"	\$ 19.80	4	Each	\$ 79.20
93	56"	\$ N/A		Each	\$
94	76"	\$ 38.50	2	Each	\$ 77
95	Stage Façade, 3' x 4'	\$ N/A		Each	\$
96	Bar Top for Rectangular Table and Skirting, 6'	\$ 60.00	4	Each	\$ 240
<b>SCREEN (PROVIDE, INSTALL AND REMOVE)</b>					
97	6 Panel Bi-Fold Screen, White	\$ N/A		Each	\$
<b>LOUNGE FURNITURE (PROVIDE, INSTALL AND REMOVE)</b>					
98	Sectional Full Sofa	\$ N/A		Each	\$
99	Sectional Love Seat	\$ N/A		Each	\$
100	Sectional Arm Chair	\$ N/A		Each	\$

101	Sectional Ottoman	\$ N/A		Each	\$
<b>FLOORING (PROVIDE, INSTALL AND REMOVE)</b>					
102	Deck Flooring	\$ N/A		Each	\$
103	Dance Floor	\$ 21.78	96	Each	\$ 2,090.88
104	25' Red Carpet	\$ 38.50	2	Each	\$ 77
105	50' Red Carpet	\$ N/A		Each	\$
<b>MISCELLANEOUS (PROVIDE, INSTALL AND REMOVE)</b>					
106	6' Bar Tops for Rectangular Tables	\$ N/A		Each	\$
107	Portable Bar	\$ 98.50	1	Each	\$ 98.50
<b>BAR</b>					
108	Portable Acrylic Bar	\$ N/A		Each	\$
<b>COMMENCEMENT STAGING</b>	See requirements for staging along with diagrams (Reference Attachment 7 to this RFP)	\$		Each	\$
<b>DELIVERY</b>		(Per Order)	(Flat Rate)		
109	Delivery and Pickup Charge, Flat Rate, for Chairs, Tables, Pipe and Drapes, Stanchions, and other items as Required.	\$ 65.00	\$	Events	\$ 65.00
<b>TOTAL NET PRICING:</b>					
110	Informational Pricing: The Contractor offers to the University the following discount from the contractor's standard published list price in effect at the time of the rental for all items not listed above % - Listed Price				

**ATTACHMENT 4 -- SMALL BUSINESS SUBCONTRACTING PLAN**  
**MUST BE COMPLETED AND RETURNED 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: IRINA Milde

Preparer Name: IRINA Milde Date: July 3, 2025

**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 4 (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: \_\_\_\_\_

*in the process of getting certified as Small Business Woman-Owned*

**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 (\$)
<b>Total Planned Subcontracting Spend (\$)</b>					

ATTACHMENT 5 -- SMALL BUSINESS SUBCONTRACTING PLAN

FORM LOCATED ON PROCUREMENT SERVICES WEBSITE  
<http://adminfinance.umw.edu/procurement/vendors-2/swam-reporting/>

Administration and Finance

## Procurement Services

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QUICK LINKS



Vendors menu items: [Vendor Resources](#) [Vendor Policies and Guidelines](#) [Current Bids & Proposals](#) [SWaM and Non-SWaM Reporting](#) [Vendor Feedback](#)

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### 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 Upload Document - Excel or Word only

Manual Input Manually type information for each sub-contractor

**ATTACHMENT 6**  
**Proposal Submission Checklist**  
**NOT REQUIRED TO BE INCLUDED IN PROPOSAL**

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**

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- No Questions Accepted after June 12, 2025, 2:00 p.m. All Questions must be directed toward the Procurement Officer for this solicitation: Kenneth Manahan, [kmanaha2@umw.edu](mailto:kmanaha2@umw.edu) , and 540-654-1006.
- Proposal Due Date: July 3, 2025, no later than 2:00 p.m.- eVA will disallow any proposal uploads after 2:00 p.m., and therefore will not be accepted.
- Proposals shall be uploaded via the electronic online response function within the solicitation posting on the eVA Virginia Business Opportunities (VBO).  
\*If you run into issues submitting your proposal electronically through eVA, please contact eVA Customer Care at 1-866-289-7367.
- **Read the ENTIRE RFP including terms and conditions and attachments carefully before submitting a proposal.**

**REQUIRED DOCUMENT SUBMISSION**

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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.

Documents to Submit:

- Completed and signed RFP cover page.
- Any/All signed addenda.
- Electronic Copy of Proposal (Original and Redacted)
- Completed Attachment 1, Single, Emergency and Administrative Point of Contact Identification Sheet.
- Completed Attachment 2, Contractor Data Sheet.
- Completed Attachment 3, Pricing Schedule.
- Completed Attachment 4, Small Business Subcontracting Plan.
- Current Certificate of Liability Insurance