



**PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS**

**INVITATION FOR BID  
PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS**

**RFP#20210830**

**August 30, 2021**

**CONTACTS;**

**CHRIS ADCOCK, PUBLIC WORKS DIRECTOR  
(434) 432-7136**

**CONNIE GIBSON, PROCUREMENT MANAGER  
(434) 432-7744**

Pittsylvania County, Virginia  
RFP # 2021-08-30

**GENERAL INFORMATION FORM**

**DUE DATE:** Sealed Proposals will be received until **September 23, 2021** no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

**ADDRESS:** One original and three (3) copies and one (1) identical electronic PDF copy (on CD or thumb drive) of the proposal documents. Proposals should be mailed or hand delivered to  
Pittsylvania County Purchasing Department  
Att: Connie Gibson,  
1 Center Street, Chatham, VA 24531.

All Proposals must be in a sealed envelope and clearly marked in the lower left corner:  
**Sealed Proposal - RFP #2021-08-30. Professional Services for Public Works.** Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror. All expenses for making Proposals to Pittsylvania County shall be borne by the offeror.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

This request is extended without regard to race, color, religion, sex, national origin, marital status, age or physical or mental handicap. The selected Firm or Individual will be required to comply with all the State and Federal guidelines or requirements, including, but not limited to:

- Section 504 of the Rehabilitation Act of 1973
- Civil Rights Act of 1964
- The Americans with Disabilities Act
- Age Discrimination Act
- MBE/WBE Solicitation Guidelines

Minority and/or female-owned businesses or firms are encouraged to apply. The County of Pittsylvania County is an Equal Opportunity Employer.

Pittsylvania County is committed to fostering the utilization of Disadvantaged Business Enterprises (DBEs) in all its procurement activities. MBE/WBE firms are encouraged to submit proposals. Proposers must comply with the following: the Presidents' Executive Order # 11246 prohibiting discrimination in employment regarding race, color, creed, sex, or national origin; the President's Executive Orders # 12138 and 11625 regarding utilization of MBE/WBE/DBE firms; and the Civil Rights Act of 1964. Bidders must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin.

In Compliance with this Request for Proposal, the named party hereby submits a bid in response to Pittsylvania County to furnish services described in this RFP. The entire bid, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire bid.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Signature

Print Name

Title

Telephone Number: \_\_\_\_\_

e-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

FIN: \_\_\_\_\_

## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish one or more contracts through competitive negotiations for engineering services for Pittsylvania County. The Pittsylvania Co. Department of Public Works provides water distribution and wastewater collection in areas of Pittsylvania County and is responsible for the County solid waste and building & grounds divisions. To assist with these operations, maintenance and/or new infrastructure projects, the County may require professional engineering services from time to time.

## **II. SCOPE**

The selected firm or firms shall furnish all expertise, labor and resources, to compete the work issued during the contract term. All work shall be on an “as needed” basis, individual assignments will be undertaken only upon written authorization from the Pittsylvania County. Services needed may include, but shall not be limited to the following:

- a. Provide evaluations, analysis, recommendations, cost and time estimates, reports, and feasibility studies for water and wastewater infrastructure projects.
- b. Provision of survey and design services and preparation of complete contract documents for new water and wastewater infrastructure construction projects, building design or renovation projects, parking lot improvements or repairs, and/or other projects related to the operations of the Public Works Department
- c. Provide construction administration and inspection services for above projects.
- d. Preparation of evaluations of water and wastewater systems for compliance with regulations and improving operations.
- e. Assisting with the development of long- range plans and capital improvements programs and preparation of funding requests and plans for their implementation.
- f. Attendance at Pittsylvania County Board of Supervisors meetings if requested to provide summary reports.
- g. Identification of grants or other funding measures for water and wastewater infrastructure projects and application of such on behalf of Pittsylvania County.
- h. Building, revising and/or calibration of a water model for some or all of Pittsylvania County’s systems in a compatible format.
- i. Utility rate studies, analysis, and recommendations.
- j. Maintenance, layer building, application development or related work to the County’s GIS (Geographic Information System) as it relates to the Public Works Department.
- k. Site Development, including preparation of grading plans, erosion / sediment control and stormwater management design, construction cost estimates, environmental and archaeological studies, subsurface investigations, and associated work.

- l. General survey work to include preparation of base surveys, topographic surveys, easement plats and subdivision plats.
- m. Other types of professional services of a nature consistent with the intent of this RFP.

### **III. PROPOSAL REQUIREMENTS:**

- a. The proposal will set forth full, accurate, and complete information as required by this section and other sections of this RFP. Any material misrepresentation in the proposal could result in rejection of the proposal, termination of any subsequent contract, or any other appropriate administrative and/or legal actions.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Each copy of the proposal shall be bound in a single volume where practical. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired. Offerors shall provide one original and three (3) copies and one (1) identical electronic PDF copy (on CD or thumb drive) of the proposal documents.
- d. Complete proposals shall include the following:
  1. A statement of the offeror's understanding of the work to be performed.
  2. Information as to the offeror's background and experience relative to the services being required.
  3. Listing of previous clients who can be contacted as reference, for whom similar services have been provided. Listing shall include name and address of organization, point of contact, and phone number.
  4. Information as to the size and organizational structure of the offeror's firm.
  5. The proposal shall also include résumés identifying the type of professional personnel that will be employed to perform the contract. Résumés should describe the experience, education, background, specific or technical accomplishments and any special qualifications applicable to contract performance.
  6. Describe financial stability of the firm, including agreement to carry insurance in the amounts of not less than \$2,000,000 in Commercial General Liability, \$5,000,000 in Professional Liability, \$1,000,000 Worker's Compensation, and \$1,000,000 Vehicle Accident Insurance; or other such insurance as is satisfactory and may be approved by the County.
  7. Number, type and value of current projects and effect of these on offeror's ability to provide services as required during this contract.
  8. Geographic location of the firm (or office carrying out the work) in proximity to the County.
  9. Evidence of past performance relative to ability to complete projects on schedule and within estimated construction cost.

10. Any other special experience and qualifications relative to this project desired to be included by the offeror.

#### IV. EVALUATION OF PROPOSALS: SELECTION FACTORS AND AWARD

All proposals meeting the requirements of this RFP shall be reviewed and rated by a County evaluation committee according to the criteria listed below. The County expressly reserves the right to reject all proposals received. Furthermore, the County expressly reserves the right to reject any and all proposals, and to waive any of the terms, conditions, and provisions contained in the RFP. The following criteria will be used in evaluating the responses to this RFP, with each criterion weighted as indicated:

Evaluation Criteria	Points
Professional experience and diversity of the firm's services	25
References (i.e., satisfaction of former clients)	20
Credentials of project team proposed to perform work	20
Proposed management structure for this contract	15
Evidence of success in navigating and obtaining federal and state funding sources for the various identified engineering projects.	10
Experience with other "on call" contracts	10
	100

- a. The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from offerors as required. Each committee member will complete a proposal evaluation form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the written proposals in a descending order.
- b. Following evaluation of the written proposals as submitted, the County shall engage in individual discussions with the offeror or offerors deemed fully qualified, responsible, and suitable based on the written proposals and with emphasis on professional competence. Such offerors shall be encouraged to elaborate on their qualifications, as well as alternative concepts, and to answer questions from evaluation team members. At the conclusion of discussion, based on evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.
- c. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. **Pittsylvania County reserves the right to award a contract to more than one Offeror, if it is in the County's best interest.**

- d. Assignment of Work: Selected contractors (offerors) will be assigned task (work) orders based on the following criteria as solely determined by and in the best interest of the County:
1. Current workload and ability to begin and complete the task in a timely manner.
  2. Displayed specialization in the work identified in the task.
  3. Proven ability to complete the task in a cost-effective manner.
  4. Personnel who will be assigned to the specific task order.
  5. Ability to suggest unique, cutting-edge solutions to the work identified.

Any work orders assigned to selected contractors shall be on an “as-needed” basis at the Direction of the Director of Public Works. Work assignments shall be made on an "as needed" basis. There is no assurance that a successful offeror will receive any work assignments whatsoever under a contract awarded as a result of this Request for Proposals. Pittsylvania County always reserves the right to perform work in-house or to separately bid and award large projects on a competitive selection basis.

## V. SPECIAL TERMS AND CONDITIONS

1. **ADDITIONAL SERVICES**: In the event that the County requires additional services of a similar nature as those included in the scope of services in this solicitation, the Firm shall provide the County with a written estimate of the total costs to complete the work required. If the County determines that the estimated price is not fair and reasonable, it has the right to ask the Firm to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the County reserves the right to obtain additional quotes from other Firms.
2. **COOPERATIVE PURCHASE**: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies, or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the Offeror’s responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.
3. **CANCELLATION OF CONTRACT**: The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 calendar day’s written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and hold harmless the County of Pittsylvania, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

5. **NON-APPROPRIATION BY PUBLIC BODY:** Bidder acknowledges that Pittsylvania County is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of the Board of Supervisors. In the event that public funds are unavailable and/or not appropriated for the performance of the County's obligations under any contract, then the contract shall automatically expire without penalty to the County upon receipt of written 30-day notice by the County to the Contractor of the unavailability and/or non-appropriation of public funds.
6. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award, as a result of this solicitation, the County will publicly post such notice on the Pittsylvania County website ([www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov)) and at the County Administration Building, located at 1 Center Street, Chatham, VA, 24531.
7. **RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one- year periods under the terms and conditions of the original contract.
8. **OWNERSHIP/FOIA:** Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
9. County reserves the right to accept or reject any or all proposals received as a result of this Request for Proposal if it is in the best interest of Pittsylvania County.



PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS  
PURCHASING DEPARTMENT  
(various general terms may not be applicable to this RFP)

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) 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, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that

the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences,

and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

**Pittsylvania County prefers that all invoices to be charge to a County Credit Card.**

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, 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, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the County, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

STATEMENT OF DISCLAIMER

RE: \_\_\_\_\_ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation

\*\*\*Return this page with bid.