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PITTSYLVANIA

COUNTY, VIRGINIA

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

REQUEST FOR PROPOSAL

COMPREHENSIVE WATER AND WASTEWATER INFRASTRUCTURE MASTER PLAN

RFP # 2020-07-20

ISSUED DATE: JULY 20, 2020

CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744 – E-mail: connie.gibson@pittgov.org

REQUEST FOR PROPOSALS
(Sealed RFP) 2020-07-20
Comprehensive Water and Infrastructure Master Plan

Issue Date: July 20, 2020

RFP# 2020-07-20

Title: **COMPREHENSIVE WATER AND WASTEWATER INFRASTRUCTURE MASTER PLAN**

Sealed Proposals Will Be Received Until **2:00pm, August 17, 2020**

All Inquiries for Information Should Be Directed To:

Connie Gibson
Purchasing Manager
Phone: (434)434-7744
Email: connie.gibson@pittgov.org

One original and (4) copies and one electronic version of the proposals should be mailed or hand delivered to:

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PURCHASING DEPARTMENT SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: County Administration Building – Connie Gibson – Procurement Office, 1 Center Street, Chatham, VA 24531.

All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 10:00 a.m., Tuesday, July 30, 2020. Questions may be faxed to (434) 432-7746 or emailed to Connie.gibson@pittgov.org. All responses to the questions will be posted on Pittsylvania County website: www.pittsylvaniacountyva.gov by 4:00p.m., July 31, 2020. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting they be emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.

In compliance with this Request for Proposals and to all the conditions imposed therein, the undersigned offers and agrees To furnish the goods/services indicated in the Offeror's proposal.

Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink)

Zip Code: _____

Name: _____
(Please Print)

FEI/FIN NO. _____

Fax Number: () _____

Title: _____

E-mail Address: _____

Telephone Number: () _____

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

I. PURPOSE

Pittsylvania County is seeking proposals from qualified firms or collaborating firms to provide professional engineering services to develop a Comprehensive Water and Wastewater Infrastructure Master Plan. The purpose of the plan is to guide the County in the provision of water and wastewater services over a range of time frames (short, mid and long-range) in order to: plan for meeting future growth and demands; improve system performance, efficiency and resiliency; and maintain or improve service levels to existing customers.

All firms submitting proposals shall abide by all applicable State and Federal laws and be licensed to practice in the Commonwealth of Virginia. All elements of the future project shall comply the Virginia Department of Health (VDH), VADEQ, the USDA and other potential funding agencies.

II. BACKGROUND INFORMATION

A number of different entities currently provide water and wastewater services to various areas of the County. These systems are summarized below:

Pittsylvania County Service Authority (PCSA)

The PCSA was established in 1973 under the provisions of the Virginia Water and Sewer Authorities Act for the purpose of providing water and wastewater service for all areas of the County outside the City of Danville and outside the incorporated towns of Chatham, Gretna, and Hurt. To serve eight of its twelve water systems, the PCSA has contracts to purchase bulk water from the City of Danville, Henry County Public Service Authority, the Town of Chatham and the Town of Hurt. PCSA also operates four water systems served by drilled wells. PCSA provides wastewater collection in several areas just outside the City of Danville and outside the Town of Chatham and has contracts to treat the wastewater with those localities. In July of 2020, the Pittsylvania County Service Authority was reorganized and became part of the Pittsylvania County Department of Public Works.

Chatham

The Town of Chatham operates a conventional water treatment plant with a design capacity of 1.32 MGD. The raw water is supplied by an intake on Cherrystone Creek with the upstream Cherrystone and Roaring Fork Reservoirs as the principle storage impoundments. The distribution system includes over 25 miles of distribution mains, two elevated storage tanks (800,000 gallons total) and a booster station. In addition to the Town residents and businesses, the water system serves the Green Rock Correctional Center and PCSA's Tightsqueeze Water System south of Chatham. Chatham's sewer system consists of over 17 miles of collection lines, pumps stations and a sewage treatment plant with a permitted capacity of 0.45 MDG. The PCSA has a contract with the Town of Chatham for sewage treatment and is guaranteed one-third of the Chatham plant's capacity. PCSA provides sewer collection in an area north of Chatham and along Route 29 south of Chatham that serves Chatham High School, the Tightsqueeze retail area, Chatham Middle School and the Pittsylvania Career & Tech Center.

Hurt

The Town of Hurt's water system was constructed in the early 1980s and is consecutive to the Town of Altavista with an agreement to purchase up to 200,000 gallons per day from Altavista. The water system consists of a 250,000 gallon elevated storage tank, a booster pumping station and just under 13 miles of distribution mains. In addition to the Town residents and businesses, the water system also serves PCSA's Grit Road System. The Town of Hurt does not operate a wastewater treatment facility. All wastewater is sent to Altavista for treatment at the Altavista WWTP. The Town operates a limited wastewater system that primarily serves the business district just north and west of US 29 Business (Main St.) This area is served by gravity mains that discharge into one 700 GPM pump station located behind Town Hall. This pump station was designed to serve the large industrial site that is now designated as the Southern Virginia Multimodal Park.

Gretna

The Town of Gretna's waterworks consists of a conventional water treatment plant with a design capacity of 0.432 MGD. The primary source of raw water is Georges Creek Reservoir with a secondary source from Whitethorn Creek. The distribution system includes approximately 10 miles of water mains, three elevated water storage tanks with an effective storage of 0.47 MG and booster pumping stations. Gretna's sewer system consist of approximately 8 miles of collection lines, two sewage pump stations, and an overland flow sewage treatment plant with a permitted capacity of 0.23 MGD.

III. SCOPE OF WORK

The master plan will provide guidance to the County in the development of practical, innovative and cost-effective alternatives to meet the identified water and wastewater infrastructure needs of the entire County. Specific duties and services include but are not limited to the following:

1. Evaluate the capacity and condition of existing water and wastewater systems countywide.
2. Evaluate future water and wastewater system needs and capacities based on land use forecasting, demand projections and economic development priorities.
3. Develop specific projects and alternatives for meeting the identified needs for future water supply and wastewater treatment. Provide detailed cost estimates for the projects.
4. Investigate and address providing service to areas with poor water quality or failing sewage disposal systems.
5. Provide priority ranking of identified projects by considering cost, impact for citizens, benefit to the existing system, economic development potential and investment return.
6. Analyze and address aging infrastructure and provide estimates for replacement.
7. Investigate and address financial funding sources for identified projects and their respective requirements and qualifications.
8. Provide hydraulic modeling or updates to existing models as may be necessary for system evaluations or proposed system expansion.
9. Analyze existing utility rate structures and make recommendations for necessary changes in order to appropriately maintain the existing system and adequately fund expansion and improvements.
10. Preparation of mapping and presentation graphics.

During the preparation of the plan, emphasis should be placed on involvement and input from existing staff (including utility, planning and economic development), County management, regulatory agencies, stakeholder groups, and current water and wastewater service partners or potential partners.

For guidance and reference, the successful offeror will be provided access to prior studies and engineering reports prepared for various areas and localities of the County. A previous Comprehensive Water and Sewer Plan was prepared by W.C. Overman Associates and Dewberry & Davis in 1991. There have been various other engineering reports prepared within the last 15 years.

IV. OFFEROR INSTRUCTIONS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2
- B. Four (4) copies of proposals and one electronic version shall be submitted to:

Pittsylvania County
Purchasing Department
P.O. Box 426
1 Center Street – County Administration Building, Chatham, VA 24531

C. Any vendor transacting business with Pittsylvania County may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

V. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for Pittsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm and sub consultants to perform the services.

The Offeror or Proposer is to make a written proposal which presents an understanding of the work to be performed. The Offeror is asked to address each evaluation criteria contained in Section VI - Proposal Evaluation Criteria and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the County may properly evaluate the firm's capabilities to provide the required services.

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.

The Offeror should include in their proposal the following:

- A. Table of Contents: Including numbering for all pages of the proposal.
- B. Cover Letter: Provide in introduction to the firm and team on company letterhead, highlighting the special strengths of the firm to perform the work requested in this RFP. The letter shall be signed by a person with the corporate authority to enter into any contract which results from the RFP.
- C. FOIA Exclusion Letter: Letter on company letterhead stating exclusions within the proposal. Identify the specificity of the data or other materials for which protection is sought and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342.
- D. Proposal: The Proposal submitted by Offeror shall include, at a minimum, the following:
 - 1. The Offeror shall address each requirement of the Scope of Services or the area(s) of expertise proposed to be provided.
 - 2. The Offeror shall provide evidence that demonstrates their ability to provide the services within reasonable completion dates and within budget.
 - 3. The Offeror shall provide its current workload with particular reference to personnel and other resources being proposed.
 - 4. Proposed approach to provide the requested services.
 - 5. The Offeror shall provide information on the corporate structure of its firm as well as any proposed sub-consultants required to perform the required work.
 - 6. Include as appendices the following information:
 - a. A list of completed projects and a resume of personnel expected to be assigned to this project including the name(s) of the partner in charge;
 - b. Provide a minimum of three references where similar work was performed.
 - 7. Cost for services shall not be included in the proposal. An estimated cost of services shall be requested when the evaluation committee short-lists the Offerors' proposals and interviews are determined.

VI. PROPOSAL EVALUATION AND AWARD OF CONTRACT

The selection of one or more firms will be made in accordance with the procedures outlined in section 2.2-4302.2 "Process for competitive negotiation", of the Code of Virginia 1950 as amended. A selection committee of one or more individuals shall review the proposals submitted.

Evaluation Criteria: The selection committee will review and evaluate each proposal based on the following criteria.

- Specific experience, technical capabilities, professional competence, and qualifications of the proposing firm and project personnel, especially those assigned to provide the services outlined in the Scope of Work (40 points)
- Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the work. (30 points)
- The proposing firm's ability to dedicate the necessary personnel to complete the requested services in a timely manner (15 points)
- References (15 points)

The Selection Committee will evaluate the most responsive proposals as deemed by staff. 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. The County shall engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations. These Offerors may be requested to make an oral presentation to the Selection Committee to explain their proposal and answer questions.

VII. SPECIAL TERMS AND CONDITIONS

- Bid Acceptance Period: Any bid in response to this solicitation shall be valid for (120) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, www.pittsylvaniacountyva.gov and on the County Public Notice Bulletin Board located at 1 Center Street, Chatham, VA 24531.
- Cancellation of Contract: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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.
- 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.

- E. State Corporation Commission Identification Number: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 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 Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and 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.
- F. Contract Changes
Any changes to the CONTRACT must be approved through issuance of a written contract addendum or change order. The County will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- G. Additional Services
The County may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.
- H. Subcontracting and Assignment Of Work
The Contractor shall not subcontract or assign the CONTRACT, in whole or in part, other than that specifically stated in the CONTRACT, without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the County for all work performed by any subcontractor or special consultant.
- J. Cooperative Procurement
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.

BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

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/Proposal Documents:

If any prospective bidder/offeror is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders/offeror shall submit a written request, within the time frame provided, after receipt of the IFB/RFP 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/proposal 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 sixty (60) 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 sixty (60) 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 party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The sixty (60) 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. Invoices/Billing Process:

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.

14. 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 proposal 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 capacity, performances and considerations for all parties involved.

The contents of the proposal submitted by the successful offeror and the proposal 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.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 County 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. Pittsylvania County shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the County is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

21. 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