REQUEST FOR QUOTATIONS (RFQ)

Issue Date:  August 10, 2020

RFQ# 2021-08143-09

Title:  ACFR Community Risk and Resilience Short Term Planning

Issuing Agency:  County of Albemarle
Purchasing Division
401 McIntire Road, Suite 248
Charlottesville, VA 22902

Using Department/Division and/or location where work will be performed: County of Albemarle, Department of Fire Rescue

Request for Quotations will be received until 3:00 pm EST on August 14, 2020 for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: John Oprandy, at joprandy@albemarle.org; and cc to Lisa Thomas; LTHOMAS3@ALBEMARLE.ORG

QUOTATIONS SHALL BE EMAILED TO: John Oprandy at joprandy@albemarle.org, and cc to Lisa Thomas; LTHOMAS3@ALBEMARLE.ORG

In compliance with this Request for Quotation and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods/Services at the price(s) indicated herein.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name and Address of Firm: __________________________________________ Date: __________________________

_____________________________________________ By: __________________________ (Signature In Ink)

__________________________Zip Code:___________

Telephone Number: (___)________________________ Name:  ________________________________________

Fax Number: (___) ___________________________   _ (Please Print)

E-mail Address: ________________________________ Title:  _________________________________________

Virginia Contractor License No.____________________ I have the authority to bind the corporation.

Class: _______ Specialty Codes: ________________

SMALL, WOMAN, MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS: □ YES; □ NO

IF YES ⇒⇒ □ SMALL; □ WOMAN; □ MINORITY; □ SERVICE DISABLED VETERAN-OWNED

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.
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I. PURPOSE: The County of Albemarle Fire Rescue Department (ACFR) is soliciting quotations from qualified vendors for short term planning. ACFR’s Community Risk and Resilience (CR&R) Section has been staffing a role at the Regional Emergency Operations Center (EOC) since March of 2020. This role is dedicated to supporting a number of community based support “programs” that have been put in place to help in key areas – long term care (LTC) facilities and those populations in the county with significant challenges to accessing health care (most notably in southern Albemarle), through a program called HUMAINS. If this work is to continue, it will require ACFR to rethink how they are currently staffed and managing the workload within the CR&R Section over the foreseeable future (at least the next year or two). Therefore, a planning consultant is sought to lead the organization through a planning process to accomplish the following:

a. Establish a shared vision and mission that is aligned with organizational principles and values as well as the County vision and mission
b. Determine strategic priorities for the next one-two years that will guide direction and improvements in the programs within the CR&R Section
c. Develop a process for resource reallocation aligned with targeted goals as set by a strategic planning team.

II. BACKGROUND: N/A

III. COMPETITION INTENDED: It is the County’s intent that this RFQ permits competition. It shall be the Bidder’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source, or otherwise restrict competition. Any oral explanations, clarifications, or changes to the solicitation, changes will be posted as an addendum. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this solicitation shall be answered by issue of written addenda to the solicitation. It shall be the responsibility of the Bidder to acknowledge all addenda by signing and returning a copy of all addenda with the quote submission or by separate acknowledgement of each addendum by number and date, in writing. Offerors are advised to contact this office to confirm the number of addenda before the date established for bid opening. All addenda will be issued in a timely manner to allow sufficient time prior to due date of the quotes.

IV. TERM OF CONTRACT/DELIVERY REQUIREMENTS:

Work is anticipated to begin within 30 days of issuance of purchase order and conclude before 11/30/2020. Extension of the time period will need to be approved by both the client and Offeror.

V. SCOPE OF WORK/DESCRIPTION OF ITEM: The contractor shall:

The contractor shall furnish all labor and resources to work with a small planning team, adhering to County, State, and National COVID-19 Pandemic recommendations and regulations, to accomplish the following:

- Establish a timeline to solidify an approach for the planning team to use in their work toward shared vision, mission, strategy, actions, roles and responsibilities.
- Guide and coach representatives to complete research based on evidence based or evidence informed practice to inform the priorities and work of the CR&R Section.
- Identify community, county and other stakeholder priorities for the CR&R Section through focus groups, interviews or surveys of key stakeholders.
- Provide written reports on results of the identified priorities.
- Facilitate the development of an action plan for the section using the Malcolm Baldrige evaluation factors of Approach, Deployment, Learning and Integration.

This work should be accomplished over four steps:

1) **Assessment.** To understand stakeholder interests, vision, and mission for the CR&R Section, focus group(s) shall be conducted with community members, county executive staff, board of supervisors and key fire and rescue staff. Contractor will design questions for review by the planning team and provide a summary that will be shared with planning team and focus group participants. The findings will help to inform the workplan over the next one-two years including the development of vision and mission.

2) **Analysis.** The contractor will work with the planning team to organize the findings of the assessment phase into a manageable and accessible format that will allow the planning team to develop a vision,
mission, strategic priorities, and a work plan for the next 1-2 years. The work plan will include actions for the CR&R Section, and the ACFR Executive Team.

3) **Engagement.** Contractor will work with the planning team to design a process for communicating to key stakeholders for further engagement. Contractor will design and facilitate a half-day session with members of the CR&R Section and others (small group). This will include preparing handouts, developing an annotated and simple agenda, incorporating revisions from the planning team, and possibly facilitating the session.

4) **Follow up support.** Contractor may be asked to provide ongoing support for up to six months to ACFR to support follow through on actions in the plan. This support may be in the form of coaching, facilitation of meetings or some combination of both.

VI. **QUOTE SUBMISSION INSTRUCTIONS:**

A. Quotes shall be received by the date and time specified herein, late quotes may not be considered. Quotes must be provided by submission on the County forms and shall include acceptance of all County Terms and Conditions, expressly stated herein or incorporated by reference. Quote submission must include fully executed [Attachments A through E] along with narrative response to any technical factors listed in VII. B and C, below.

**Quote submission must include fully executed Attachment A; resumes for any individuals working on the contract; no more than a 5-page narrative response to the technical factors in VII. B and C.**

B. Quotes shall be received by email only, not later than the date and time established herein or as modified by an addendum hereto. Regardless of the method of delivery, it shall be the Bidder’s responsibility to ensure timely and accurate delivery. Bids delivered to the wrong location or received in the specified location late will not be considered.

C. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFQ 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 Virginia Code 2.2-4342(F), in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or 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 quote document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

D. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.

E. **AUTHORITY TO TRANSACT BUSINESS:** Pursuant to Virginia Code § 2.2-4311.2 and in accordance with Title 13.1, Title 50, or as otherwise required by law, a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized by the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity and shall maintain registration as current throughout the life of the awarded contract. Attachment C applies, an executed copy of which shall be included with your quote submission.

VII. **EVALUATION AND CONTRACT AWARD:**

A. Timely received quotes will be evaluated in accordance with the criteria set forth below.

B. Basis for Contract Award: The Contract, if awarded, will be awarded to the Offeror whose proposal is considered to provide the best value to the County, provided the offered quote is reasonable and is in the best interest of the County to accept it and subject to the County to reject any and all offers and to waive an informality in the offer. Evaluation will be based on price and price related factors, as well as technical criteria as follows:

1. Technical Expertise –
2. Professional Qualifications -
3. Number of Reviews Completed
C. Information will be evaluated and scored through the following methodology:

<table>
<thead>
<tr>
<th>Aspect</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>40%</td>
</tr>
<tr>
<td>Technical Factors’</td>
<td>60%</td>
</tr>
<tr>
<td>1. Qualifications and experience of consultant in providing short term work planning for small teams</td>
<td>See Section VI. A</td>
</tr>
<tr>
<td>2. Availability for work to be conducted during the summer/fall 2020 timeframe</td>
<td></td>
</tr>
<tr>
<td>3. Demonstrated experience in completing work of a similar size and scope</td>
<td></td>
</tr>
<tr>
<td>4. Familiarity with the community of Albemarle County</td>
<td></td>
</tr>
<tr>
<td>5. Project approach and methodology</td>
<td></td>
</tr>
</tbody>
</table>

B. THE CONTRACT: The successful Offeror(s) shall be issued a County Prepared Purchase Order (PO) or may be awarded a contract in such form, terms and conditions if found at Attachment H hereto. **A County PO must be accepted by the awardee or, when used in lieu of the County contract shall be signed by the parties as a requirement to receive an award pursuant to this solicitation.** Any Offeror that requires, as policy of the Offeror, certain terms and conditions to be included in the contract shall provide such with the written proposal submission. Albemarle County Terms and Conditions shall take precedence over any conflicting Offeror terms and conditions. The County reserves the right to make multiple awards to multiple contractors, including awards at line item pricing levels, as determined to be to the best advantage to the County.

VIII. PRE-QUOTE CONFERENCE: No pre-quote conference is scheduled for this solicitation.

IX. GENERAL TERMS AND CONDITIONS:


X. SPECIFIC TERMS AND CONDITIONS:

A. **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 County of Albemarle, whichever is sooner. The agency, its authorized agents, and/or the County of Albemarle shall have full access to and the right to examine any of said materials during the said period.

XI. METHOD OF PAYMENT: Payment will be made upon completion of project milestones as follows (refer to Section IV – Delivery Requirements):

XII. PRICING SCHEDULE: Offeror shall include pricing and delivery information on ATTACHMENT A, QUOTATION FORM.

XIII ATTACHMENTS:

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATTACHMENT A</td>
<td>Pricing Schedule</td>
</tr>
<tr>
<td>ATTACHMENT B</td>
<td>Vendor Data Sheet</td>
</tr>
<tr>
<td>ATTACHMENT C</td>
<td>State Corporation Commission &amp; Registered Agent Form</td>
</tr>
<tr>
<td>ATTACHMENT D</td>
<td>Certification of No Collusion</td>
</tr>
<tr>
<td>ATTACHMENT E</td>
<td>N/A</td>
</tr>
<tr>
<td>ATTACHMENT F</td>
<td>Insurance Requirements</td>
</tr>
</tbody>
</table>
### PRICING SCHEDULE

**RFQ:** 2021-08113-09  
**Title:** ACFR Strategic Planning Facilitation

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Total Fixed Lump Sum for Services as per all terms, conditions and specifications herein.</td>
<td>$___________________________</td>
</tr>
<tr>
<td>B) Follow up support hourly rate per section V. # 4</td>
<td>$___________________________</td>
</tr>
</tbody>
</table>

A County of Albemarle Purchase Order must be accepted by the Awardee or, in lieu of a contract.

---

**DATE:**

_________________________________________________________________

**OFFEROR/COMPANY:**

_________________________________________________________________

**BY:**

_________________________________________________________________

**TITLE:**

_________________________________________________________________

**SIGNATURE:**

_________________________________________________________________
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quotation nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor’s Primary Contact:**
   
   Name: ___________________________ Phone: ____________________________

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
   
   ________ Years ________ Months

4. **Vendor Information:**
   
   FIN or FEI Number: ____________________________ If Company, Corporation, or Partnership

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company: ___________________________ Contact: ___________________________
       
       Phone: (_____)________________________ Fax: (_____)__________________________
       
       Project: ____________________________
       
       Dates of Service: ____________________ $ Value: ____________________________

   B. Company: ___________________________ Contact: ___________________________
       
       Phone: (_____)________________________ Fax: (_____)__________________________
       
       Project: ____________________________
       
       Dates of Service: ____________________ $ Value: ____________________________

   C. Company: ___________________________ Contact: ___________________________
       
       Phone: (_____)________________________ Fax: (_____)__________________________
       
       Project: ____________________________
       
       Dates of Service: ____________________ $ Value: ____________________________

   D. Company: ___________________________ Contact: ___________________________
       
       Phone: (_____)________________________ Fax: (_____)__________________________
       
       Project: ____________________________
       
       Dates of Service: ____________________ $ Value: ____________________________

I certify the accuracy of this information.

Signed: ___________________________ Title: ___________________________ Date: ____________

Attachment B

RFQ: 2021-08143-09

(2/2020)
**ATTACHMENT C**

**STATE CORPORATION COMMISSION & REGISTERED AGENT FORM**

**Virginia State Corporation Commission (SCC) registration information.**

**Code of Virginia § 13.1-757.** A foreign corporation may not transact business in the Commonwealth until it obtains a certificate of authority from the Commission.

**The Offeror:**

| ☐ | is a corporation or other business entity with the following Virginia SCC identification number: __________________ -OR- |
| ☐ | is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust - OR- |
| ☐ | is not required to obtain a certificate of authority from the Virginia SCC, pursuant to Virginia Code § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of:  
   1. ☐ Maintaining, defending, or settling any proceeding;  
   2. ☐ Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs;  
   3. ☐ Maintaining accounts in financial institutions;  
   4. ☐ Maintaining offices or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities;  
   5. ☐ Selling through independent contractors;  
   6. ☐ Soliciting or obtaining orders, whether by mail or through employees or agents or otherwise, if the orders require acceptance outside this Commonwealth before they become contracts;  
   7. ☐ Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property;  
   8. ☐ Securing or collecting debts or enforcing deeds of trust and security interests in property securing the debts; and holding, protecting, or maintaining property so acquired;  
   9. ☐ Owning, protecting, and maintaining property;  
   10. ☐ Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions;  
   11. ☐ For a period of less than 90 consecutive days, producing, directing, filming, crewing or acting in motion picture feature films, television series or commercials, or promotional films that are sent outside of the Commonwealth for processing, editing, marketing and distribution. The term "transacting business" as used in this subsection shall have no effect on personal jurisdiction under § 8.01-328.1; or  
   12. ☐ Serving, without more, as a general partner of, or as a partner in a partnership which is a general partner of, a domestic or foreign limited partnership that does not otherwise transact business in the Commonwealth; or  
   13. ☐ Transacting business in interstate commerce -OR- |
| ☐ | is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form. |
ATTACHMENT C-PAGE 2

Registered Agent Information

Please specify the Registered Agent who will accept service of process on your behalf.

Agent Name: ___________________________________________________________

Physical Address (no Post Office Boxes):

_____________________________________________________________________________________________
_____________________________________________________________________________________________
___________________________________________________________________

I certify the accuracy of this information.

Signed: ________________________________  Title: ________________________________  Date: _______________
CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of ________________________________, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

________________________
Signature of Company Representative

________________________
Name of Company

________________________
Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA
COUNTY OF ALBEMARLE, to wit:
The foregoing Certification of No Collusion bearing the signature of ______________________ and dated ______________________ was subscribed and sworn to before the undersigned notary public by ______________________ on ____________________.

________________________
Notary Public

My commission expires: ______________________

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

Attachment D
ATTACHMENT F

INSURANCE REQUIREMENTS

A. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the Offeror’s performance or non-performance of services under this Contract, or the performance or non-performance of services under this Contract by anyone directly or indirectly employed by the Offeror or for whose acts it may be liable:

a. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Businesses who hire subcontractors who will perform the same trade or are hired to fulfill contract requirements must include the subcontractor’s employees when determining the total number of employees for workers compensation. A waiver of subrogation in favor of the County of Albemarle and its officers, employees, agents, and volunteers must be endorsed on the workers compensation policy. 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. This policy shall specifically list Virginia as a covered state.

b. Employer’s Liability - $500,000 each accident/$500,000 each disease-policy limit/ $500,000 each disease-each employee. This policy shall specifically list Virginia as a covered state.

c. Commercial General Liability - $1,000,000 per occurrence/$1,000,000 aggregate limit. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and premises, operations and products and completed operations coverage. The County of Albemarle and its officers, employees’ agents and volunteers must be named as additional insureds and be so endorsed on the policy on a primary and non-contributory basis. CG 20 01 04 13 or its equivalent is required to be endorsed to the commercial general liability policy. A waiver of subrogation in favor of The County of Albemarle is required on the commercial general liability policy.

d. Automobile Liability - $1,000,000 per accident. Coverage is to include hired, owned, non-owned, temporary, and leased vehicles. An additional insured endorsement in favor of the County of Albemarle and its officers, employees, and volunteers is required on the Commercial auto policy on a primary and non-contributory basis. CA 04 49 11 16 or its equivalent is required to be endorsed to the commercial auto policy. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the commercial auto policy.

e. Umbrella Liability Coverage- minimum coverage of $1,000,000 or greater; must be follow form and go over the underlying general liability, commercial auto and employer’s liability policies.

f. Professional (E & O) Coverage - $1,000,000

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;

2. shall be kept in force throughout performance of services;

shall be an occurrence-based policy; professional liability may be claims made basis;
3. shall include completed operations coverage;
4. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
5. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offeror’s policy regardless of the minimum requirements specified in the Contract.

Proof of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as “additional insured”. Policies which require this endorsement include: Commercial General Liability, Automobile Liability and, umbrella or excess liability coverage as detailed below. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier’s refusal to defend any named insured.

Waiver of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County’s sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage shall provide additional coverage limits over the underlying commercial general liability, commercial automobile, and employer’s liability insurance with the broadest coverage available between the umbrella or excess liability policy and the underlying policies. This insurance shall name the County and its officials, officers, and employees and agents as “additional insureds” by endorsement to the Umbrella or Excess Liability policy on a primary and non-contributory basis. Such policy shall not have a restriction on the limits of coverage provided to the County of Albemarle as an additional insured. The County of Albemarle shall be entitled to protection up to the full limits of the Offeror’s policy.
regardless of the minimum requirements specified in this contract.

**Professional Liability Insurance:** At its sole expense, and prior to commencing any activities under this Agreement, Offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the Offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than $1,000,000 per claim (“Required Insurance”). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of three (3) years following final acceptance of the Project by the County. Upon execution of this Agreement, Offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by Offeror’s insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor’s policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, Offeror shall immediately (within one business day) notify the County. Offeror’s failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to Offeror and without penalty to the County.