

REQUEST FOR QUOTATIONS (RFQ)

Issue Date: July 21, 2020

RFQ# 2021-07243-06

Title: ACFR Strategic Plan Consultant

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



Period of Contract: One (1) year after date of award with the option to renew for up to four (4) additional one (1) year terms.

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

Request for Quotations will be received by email only until: 3:00pm on Friday, July 24, 2020 for furnishing the Goods/Services described herein.

All inquiries for information should be directed to: Alyssa Mezzoni at amezzoni@albemarle.org and cc Lisa Thomas at LTHOMAS3@albemarle.org.

QUOTATIONS SHALL BE EMAILED ONLY TO: Alyssa Mezzoni at amezzoni@albemarle.org (Fire Rescue Manager) and cc Lisa Thomas (Buyer) at 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:

Zip Code: _____

Telephone Number: (____) _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

I have the authority to bind the corporation.

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.

RFQ: 2021-07083-06

TABLE OF CONTENTS FOR RFQ# 2021-07243-06

	PAGE
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>COMPETITION INTENDED</u>	3
IV. <u>TERM OF CONTRACT/DELIVERY REQUIREMENTS</u>	3
V. <u>SCOPE OF WORK/SPECIFICATIONS</u>	3
VI. <u>QUOTE SUBMISSION INSTRUCTIONS</u>	6
VII. <u>EVALUATION AND AWARD</u>	7
VIII. <u>PRE-QUOTE CONFERENCE</u>	8
IX. <u>GENERAL TERMS AND CONDITIONS</u>	8
X. <u>SPECIFIC TERMS AND CONDITIONS</u>	8
XI. <u>METHOD OF PAYMENT</u>	9
XII. <u>PRICING SCHEDULE</u>	9
XIII. <u>ATTACHMENTS</u>	9

I. **PURPOSE:** The County of Albemarle Fire Rescue Department (ACFR) is soliciting quotations from qualified vendors, experienced in Fire Services Management Solutions, to assist in the development of a Strategic Plan, to include data collection, in-person interviews and surveys, peer reviews and scheduled presentations to stakeholders.

II. **BACKGROUND:** The [Albemarle County Fire Rescue Department](#), has a unique emergency services system. Volunteer and career personnel cooperatively provide fire, rescue, and emergency medical services to the community while partnering with other local and regional emergency services organizations. We are an equal opportunity, progressive organization whose goal is to provide the highest quality service within the constraints of our funding and personnel resources.

The department provides emergency fire, rescue, and medical services for nearly 93,000 residents and 726 square miles of land. Our stations serve response areas that are urban and rural with an annual population growth increase of approximately 2.1 percent. Our population growth, while moderate compared to some, challenges us to find creative ways to maintain high standards and meet our ever-increasing demands for service.

Albemarle County maintains a centralized headquarters to coordinate the provision of fire, rescue, and emergency medical services. Commonly referred to as ACFR, these staff members handle administrative tasks, training, volunteer programs, fire prevention and life safety programs, and provide career operations staffing to supplement volunteer staffing.

Our system has approximately 600 active volunteers who provide life and property saving services to its citizens. Volunteers make up over 75% of the total number of emergency response personnel.

III. **COMPETITION INTENDED:** It is the County's intent that this RFQ permits competition. Bidders may not rely on any oral explanations, clarifications, or changes to the RFQ. All explanations, clarifications, or changes will be issued in written form as detailed below. The County will not be bound by any oral statements.

All inquiries and any changes to the requirements of this RFQ shall be answered by issue of written addenda to the RFQ. 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:**

Phase I work is anticipated to begin within 30 days of contract execution, with the conclusion of the report to be completed no later than January 31, 2021. Extension of the time period will need to be approved by both the client and Offeror.

V. **SCOPE OF WORK/DESCRIPTION OF ITEM:**

The approach we will take is in three phases: 1) data collection through in-person interviews and surveys, 2) peer review and 3) a presentation.

Phase I: Data Collection

A. In-Person/On-Site Interviews.

1. Provide a minimum of three (3) consecutive on-site days of up to 15 people per Focus Group (with at least two facilitators) gathering one-on-one strategic feedback from key stakeholders in up to twelve (12) approximate 1-hour sessions. The focus groups that occur per day can be modified based on availability. Albemarle County would be responsible for identifying all members of the focus groups and making all notifications to them to attend the sessions:

- i. Day 1.

1. Career (A Shift) Focus Group - cross representation from all ranks and all four stations
2. Regional Partners Focus Group (City of Charlottesville and/or others)

3. Career (Day Shift) Focus Group
 4. ACFR Office Staff
 5. ACFR Volunteers
- ii. Day 2.
 1. Career (B Shift) Focus Group – cross representation from all ranks and all four Stations.
 2. Urban Regional Volunteer Fire Focus Group (East Rivanna, Crozet, and Seminole.)
 3. and Seminole.)
 4. Rescue Focus Group (Western Albemarle Rescue and Charlottesville-Albemarle)
 5. Albemarle County Command Staff
 - iii. Day 3.
 1. Career (C Shift) Focus Group - cross representation from all ranks and all four stations
 2. Rural Regional Volunteer Fire Focus Group (North Garden, Earlysville, Stony Point, Scottsville)
 3. County Elected Officials and Senior County Leadership
- B. Surveys.
1. Provide up to four (4) separate interactive electronic survey instruments to gather strategic feedback from key stakeholders:
 - i. Group 1. Distributed via email with a link to the group survey in a letter from Chief Eggleston.
 1. Career (A Shift) Personnel
 2. Career (B Shift) Personnel
 3. Career (C Shift) Personnel
 4. Albemarle County Fire Rescue Command Staff.
 - ii. Group 2. Distributed via email with a link to the group survey in a letter from Chief Eggleston.
 1. Urban Regional Volunteer Firefighters (East Rivanna, Crozet, Seminole)
 2. Rural Regional Volunteer Firefighters (North Garden, Earlysville, Stony Point, Scottsville)
 3. Rescue Volunteers (Western Albemarle Rescue and Charlottesville-Albemarle)
 - iii. Group 3. Distributed via email with a link to the group survey in a letter from Chief Eggleston.
 1. ACFR Volunteers
 - iv. Group 4. Distributed through the County's official social media outlets.
 1. Albemarle County residents.
- C. A written report outlining the findings of these stakeholder interviews/focus groups and surveys will be provided that will also serve as a component for the development of a strategic plan. This report will reflect comparative observations and recommendations collective of all responses.

Phase II: Peer Review Development and Analysis

- A. Assemble a High-Quality Peer Review Team:

Based upon the feedback from Phase I, we will carefully identify, select and assemble a team of at least six (6) professional, experienced fire chiefs or executive level fire service leaders from throughout the region who have extensive experience that is applicable to the needs in Albemarle County and/or who have very similar operations that are recognized as best practice agencies within the profession.

In addition, at least one career and one volunteer member of the Albemarle County fire service will be asked to serve as integral team members by the County Fire Chief. The County Executive may also choose one or two county staff and/or elected official to be a part of the Peer Review Team, if so desired. Generally, the total members of the Peer Review Team should not exceed 10 people. The client will have final approval of the members of the Peer Review Team.

These Peer Review Team members will receive all correspondence throughout the entire process and on a regular basis via Dropbox. Each team member is asked to provide approximately two full workdays to be a part of this effort - one day on site and a portion of one day both before and after the on-site visit. We will coordinate with the members of the Peer Review Team and the county staff for an agreeable date for the on-site work and will manage the logistics of assembling this team of professionals, including all written correspondence and agency approvals.

B. Prepare for Peer Review Assessment:

The Albemarle County staff will be asked to provide a host of information for the Peer Review Team, including data summaries, maps, statistical information and other items that are requested by peer assessors. In addition, we will collaborate with the client and review all the information assembled and establish the schedule and agenda for the full day Peer Review Team session.

C. Hold the Peer Review Team Full Day Assessment:

This is a major component of the initiative. We will interactively facilitate a full-day session with the up to ten (10) member Peer Review Team on site in Albemarle County. This session will allow a high level of interaction between the Fire Chief and the peer experts from throughout the region. During this session, observations and recommendations for improvement will be established for the Albemarle County fire and rescue service delivery system. We will capture this information and develop it into a set of organized improvements for the Fire Chief.

Albemarle County will be responsible for the meeting location and providing lunch for this session as well as reimbursement of mileage at the current federal rate and reimbursement of lodging expense for all out of town assessors who require accommodations.

D. Draft Report for the Fire Chief:

We will analyze all written and oral feedback given during the on-site peer review analysis and all other components and assemble that information in a usable format for Albemarle County staff, interpreting this feedback information and prioritizing the feedback in a meaningful and realistic way. This will be a substantial portion of the project and will require a high level of technical work. The report will include an executive summary, written documentation of all the components and the majority will focus on observations and recommendations.

E. Package and Send Peer Review Team Final Draft:

We will distribute and seek feedback and input from all Peer Review Team members on the final draft report, making modification where necessary. We will take feedback from Peer Review Team members and compare, contrast and apply that input against industry best practices and research.

F. Conduct Follow Up analysis with all Peer Review Team Members:

We will follow-up with all Peer Review Team members thanking them for their service, providing a copy of the final presentation and giving them an opportunity for constructive feedback. We will analyze that feedback and provide it to Albemarle County for continuous improvement and career development.

Phase III: Develop Strategic Plan Report and Reporting to Board of Supervisors

A. Develop Technical Presentation:

Based upon the report's executive summary, we will develop a PowerPoint presentation that covers the process, but mostly focuses on outlining the specific strategic recommendations from the peer review process. This informational presentation would be an excellent tool to use with the men and women of the fire departments within the county as well. The Fire Chief will be closely consulted in the composition of this presentation. We will look for connections that can be made between the work of this Strategic Plan within the overall framework of the County's Strategic Planning efforts.

B. Elected Officials Presentation:

We will present this PowerPoint presentation of the comprehensive findings of the work conducted to the Albemarle County Board of Supervisors on a mutually agreed upon date and time. This would be an approximate one-hour presentation. In addition, we will have key consultants available on-site in Charlottesville for this presentation to answer questions about the presentation to the Board of Supervisors.

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 Attachment A; resumes for any individuals working on the contract; **no more than a 10-page** narrative response to the technical factors in VII. C, below; and a list of at least three references who can speak to your success on: municipal fire department strategic plans; facilitating virtual focus groups, and working with and getting buy-in from elected officials and volunteer fire chiefs
- B. Quotes shall be received by electronic means by not later than the date and time established herein or as modified by an addendum hereto. 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:
 - o Price 40%
 - o Technical Factors 60%
 - Experience: peer review team for strategic plan report should be comprised of individuals with significant (30+ years) practical experience as fire chiefs or executive level fire service leaders.
 - Demonstrated success developing strategic plans for municipal fire departments
 - Demonstrated success facilitating focus groups in virtual environment
 - Demonstrated success working with and getting buy-in from elected officials and volunteer fire chiefs
 - Demonstrated knowledge of industry standards and best practices. Credentialed by the Center for Public Safety Excellence (CPSE)
- 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.
- C. The County anticipates and reserves the right to make multiple awards to multiple contractors, as determined to be the best advantage to the County.

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

IX. GENERAL TERMS AND CONDITIONS:

A. Refer to the General Terms and conditions located online at <http://www.albemarle.org/deptforms.asp?department=purchasing>.

X. SPECIFIC TERMS AND CONDITIONS:

A. ADDITIONAL SITES: The County of Albemarle reserves the right to add additional sites during the term of this contract as needed. When sites are added, all awarded Contractors will be contacted, and pricing will be requested. The additional site will be awarded to the contractor who submits the lowest pricing based on the requirements of that request. A contract modification will then be completed.

B. 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.

C. AWARD TO MULTIPLE OFFERORS: The County of Albemarle reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the Offeror(s) meeting the requirements of the solicitation. The County of Albemarle reserves the right to conduct any tests it may deem advisable and to make all evaluations. The County of Albemarle also reserves the right to reject any or all offers, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

D. CONTRACTOR LICENSE REQUIREMENTS: State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C Contractor License (as required by applicable regulations and value of services to be performed) for the duration of the Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. A copy of the license must be furnished upon request to the County of Albemarle

E. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

F. ERROR IN EXTENSION OF PRICES: In the case of error in the extension of prices the unit price shall govern.

G. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at offered prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

H. RENEWAL OF CONTRACT: Contract shall be for One (1) year after date of award with the option to renew for up to four (4) additional one (1) year terms, if agreed upon in writing by both parties. Prior to the

expiration date of the initial contract or any subsequent renewal, the Contractor may request price adjustments to be effective during the upcoming contract period. Price increases shall be limited to no more than the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U. S. City Average, Other Services, for the most recently published twelve months as published by the U. S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term prior to the proposed term.

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:

ATTACHMENT A	Quotation Form
ATTACHMENT B	Offeror Data Sheet
ATTACHMENT C	State Corporation Commission & Registered Agent Form
ATTACHMENT D	Certification of No Collusion
ATTACHMENT E	Not Used
ATTACHMENT F	Insurance Requirements
ATTACHMENT G	Proprietary/Confidential Information Identification
ATTACHMENT H	Contract Form

PRICING SCHEDULE

RFQ: 2021-07243-06
Title: ACFR Strategic Planning Facilitation

Total Fixed Lump Sum for Services as per all terms, conditions and specifications herein.	\$ _____
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A County of Albemarle Purchase Order must be accepted by the Awardee or, in lieu of a contract.

DATE:

OFFEROR/COMPANY:

BY:

TITLE:

SIGNATURE:

ATTACHMENT B

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

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: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

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:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ - OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	is not required to obtain a certificate of authority from the Virginia SCC, pursuant to <i>Virginia Code</i> § 13.1-757(B) because its sole contact(s) with the Commonwealth consist(s) of: <ol style="list-style-type: none"> 1. <input type="checkbox"/> Maintaining, defending, or settling any proceeding; 2. <input type="checkbox"/> Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs; 3. <input type="checkbox"/> Maintaining accounts in financial institutions; 4. <input type="checkbox"/> 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. <input type="checkbox"/> Selling through independent contractors; 6. <input type="checkbox"/> 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. <input type="checkbox"/> Creating or acquiring indebtedness, deeds of trust, and security interests in real or personal property; 8. <input type="checkbox"/> 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. <input type="checkbox"/> Owning, protecting, and maintaining property; 10. <input type="checkbox"/> Conducting an isolated transaction that is completed within 30 consecutive days and that is not one in the course of similar transactions; 11. <input type="checkbox"/> 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. <input type="checkbox"/> 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. <input type="checkbox"/> Transacting business in interstate commerce. -OR
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid <u>an opinion of legal counsel</u> 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.

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: _____

ATTACHMENT D

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 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/\$2,000,000 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, agents 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. The County of Albemarle and its officers, employees, agents and volunteers must be named as additional insureds and be so endorsed on the umbrella policy on a primary and non-contributory basis. A waiver of subrogation naming the County of Albemarle and its officers, employees, agents and volunteers is also required on the umbrella policy.
 - 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 of Albemarle;
- 2. shall be kept in force throughout performance of services;

3. shall be an occurrence-based policy; professional liability may be claims made basis;
4. shall include completed operations coverage;
5. 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;
6. where additional insured required, 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 offerors' 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 of Albemarle 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 of Albemarle and (iii) the Offeror shall deliver to the County of Albemarle endorsements to the policies which require the County of Albemarle 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 of Albemarle and (iv) upon the request of the County of Albemarle, provide any other documentation satisfactory to the County of Albemarle 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 of Albemarle 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 of Albemarle for any liability to the County of Albemarle, as specified in any other provision of this contract, and the County of Albemarle 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 Albemarle 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 of Albemarle's sovereign immunity under law.

Right to Revise or Reject: The County of Albemarle 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 of Albemarle 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 of Albemarle 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/\$2,000,000 aggregate ("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 of Albemarle. Upon execution of this Agreement, Offeror shall provide the County of Albemarle with a certificate of insurance, or other written documentation satisfactory to the County of Albemarle 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 of Albemarle. Offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County of Albemarle to terminate this Agreement without notice to Offeror and without penalty to the County of Albemarle.

