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1.0 INTRODUCTION

The City of Harrisonburg, Virginia (City) is soliciting qualified, interested firms to submit sealed proposals for architectural and engineering services for a renovation of and addition to a 6,730-square-foot building located at 1111 North Main Street. Requested services include basic design services, bidding and contracting services, construction administration, project inspection services including periodic progress reviews, review and recommendation of contractor pay requests, review and recommendation of change order requests, ensuring contract compliance, and other associated services.

This solicitation is being issued as a competitive negotiation for professional services, in accordance with Virginia Code 2.2-4302.2 A.4. This contract is federally-funded.

2.0 BACKGROUND

The City of Harrisonburg is an independent city located in the central Shenandoah Valley region of Virginia. It is the county seat of Rockingham County and encompasses 17.3 square miles, serving a population of approximately 55,000. Harrisonburg is located along Interstate 81 and is only two hours away from both Richmond, Virginia and Washington, D.C. Harrisonburg is home to two university campuses – James Madison University and Eastern Mennonite University – as well as numerous other businesses, non-profit organizations and a vibrant downtown.

The City is under contract to purchase the property located at 1111 N Main Street in Harrisonburg, Virginia, which is 3.68 acres with an existing 6,730-square-foot two story building built in 1910 with later additions. The City's goal is to use the property to strengthen our community efforts to make homelessness rare, brief, and nonrecurring for residents of Harrisonburg and Rockingham County. The City aims to create a permanent space for a low-barrier emergency shelter for adults, as there is not an existing space for this service in our community. It is also the wish for the building to serve as a centralized hub for area service providers as well as those who are homeless or at-risk of homelessness, providing people who are homeless with access to direct services without needing to obtain transportation to various provider locations around the City. The project should be approached with consideration for potential addition of other services and/or uses onto the property and/or building in the future, such as transitional housing units and/or permanent supportive housing units.

3.0 SCOPE OF WORK

The property located at 1111 N Main Street in Harrisonburg, Virginia is 3.68 acres with an existing 6,730-square-foot two story building built in 1910 with later additions. The City wishes to renovate the interior and construct addition(s) onto the existing building. Currently the building houses professional offices and meeting spaces for the Shenandoah Presbytery. The City's goal is to use the property to strengthen our community efforts to make homelessness rare, brief, and nonrecurring for residents of Harrisonburg and Rockingham County. The City aims to create a permanent space for a low-barrier emergency shelter for adults, as there is not an existing space for this service in our community. It is also the wish for the building to serve as a centralized hub for area service providers as well as those who are homeless or at-risk of homelessness, providing people who are homeless with access to direct services without needing to obtain transportation to various provider locations around the City. The design should be approached with consideration for potential addition of other services and/or uses onto the property and/or building in the future, such as transitional housing units and/or permanent supportive housing units.

The design will need to include congregant emergency shelter space designed to operate 365 days a year for up to 100 adults. This includes space for dormitory-style sleeping quarters for men and women, several individual flex rooms for sleeping, 1-2 private sleeping spaces for overnight shelter employees, storage facilities for personal property, showers, bathrooms, guest laundry facilities, food preparation area, dining hall, supply/donation storage, lounge(s), guest check-in/registration area, and private offices for shelter employees. Some of these uses may be

designed to allow for access by individuals during day-time hours. The design should also incorporate professional offices, private meeting rooms, and multipurpose room(s) for use by other service providers that can be accessed separately from the shelter. The design needs to include parking and building access for employees, outside direct service providers, individuals accessing shelter and/or services, and volunteers.

It is a very high priority for the sleeping quarters, showers, and bathrooms to be open for use by November 1, 2023. The remainder of the project is desired to be completed as quickly as possible, but at the latest open by September 1, 2024. This phased approach of opening the facility should be reflected in the RFP response.

The Scope of Work for this RFP is outlined below and the project shall be designed in accordance with all local, state and federal codes, regulations, and guidelines.

Schematic Design Phase – Shall include but is not limited to the following items:

- Meet with City Staff to develop program for the renovation and addition spaces.
- Conduct site surveys to determine existing building conditions and site capabilities. The City will complete the asbestos assessment.
- Perform all required code reviews.
- Prepare study drawings, documents, and other materials need to convey scale and intent of renovated designs.
- Prepare final Schematic Design for review and approval by the City. This final design shall include preliminary cost estimates.

Design Development Phase – Shall include but is not limited to the following items:

- Further development of the approved final Schematic Design.
- Begin to layout and plan for the mechanical, electrical, plumbing, structural, architectural, and site components of the renovation and addition(s). Plans shall include all required demolition of existing space and address any items that require special attention.
- Continue to meet with City Staff throughout this phase to garner input on the design and materials being selected.
- Prepare presentation for City Staff at the end of this phase that will explain the renovation and addition project and the design assumptions made.
- Prepare final Design Development plans and cost estimate for review and approval by the City.
- Construction Document Phase – Shall include but is not limited to the following:
 - Preparation of the final design based on the approved Design Development plans.
 - Preparation of all required specifications, construction details, material lists, and design plans.
 - Continue to meet with City Staff throughout this phase to garner input on the final design components.
 - Prepare final Construction Documents, which will include construction plans, specifications, demolition plans and all required bid documents.

Pre-Construction Services – Shall include but is not limited to the following:

- Conduct Pre-Bid meeting on behalf of the City. This meeting shall be mandatory for any perspective bidders, and will include a presentation that will provide the bidders with a general overview of the scope of the project.
- Prepare answers to any bid Requests for Clarifications, and make any required adjustments to the plans as needed.
- Following the opening of bids, provide the City with an award recommendation based on the bids received.
- Construction Administration Services – Shall include but is not limited to the following:
 - Conduct progress meetings on behalf of the City during the construction phase of the project.
 - Review and respond to any Requests for Information submitted by the contractor, and make any required adjustments to the plans as needed.

4.0 MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on the date and time listed on the cover page of this RFP. The meeting will be held at the Shenandoah Presbytery property in the banquet room, located at 1111 North Main Street, Harrisonburg, Virginia 22801. A representative from every interested contractor intending to submit a proposal to this RFP must be in attendance for the entire meeting. Please make sure to arrive on time to the meeting. Site tours will be held as well as discussion of the schedule for the project and further details on the Scope of Work to be performed. A list of questions and answers will be generated from the meeting and posted as an addendum on the City’s website at www.harrisonburgva.gov/bids-proposals.

5.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to provide architectural and engineering services for a renovation of and addition to a 6,730-square-foot building.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Proposals shall be signed by an authorized representative of the Offeror.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm’s capabilities to provide the required services. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror(s) may deem appropriate:

TAB 1	<ul style="list-style-type: none">• Cover Sheet (first page of this RFP), completed;• Table of Contents – all pages are to be numbered;• Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
TAB 2	<p>EXPERIENCE & QUALIFICATIONS OF FIRM</p> <p>This section shall include resumes of key individuals who would be involved in the project. Resumes should adequately describe individual’s educational background and specific area(s) of experience and expertise, especially with regard to the project at hand. Areas of expertise shall include:</p> <ul style="list-style-type: none">a. Architecturalb. Electrical Engineeringc. Mechanical Engineeringd. Structural Engineeringe. Civil Engineering <p>This section should also include a list of at least three (3) similar projects completed by the firm in the past 10 years. Provide enough detail to allow for evaluation of quality of work, timeliness, and ability to meet budget constraints.</p> <p>Please also complete Attachment F. References List</p>

TAB 3	<p>PROJECT SCHEDULE</p> <p>This section should outline the proposed project schedule.</p> <p><u>It is a very high priority for the sleeping quarters, showers, and bathrooms to be open for use by November 1, 2023.</u> The remainder of the project is desired to be completed as quickly as possible, but at the latest open by September 1, 2024. This phased approach of opening the facility should be reflected in the RFP schedule.</p> <p>This section should also address the priority assigned to the project by the firm and the firm’s ability to complete all activities in the Scope of Work in order for the project to be on track to be bid out, constructed, and open for use by November 1, 2023.</p> <p>In addition, each firm shall submit their current and next 12 month workload of projects, including anticipated start and end dates of projects, number of team members assigned to the project, and estimated monthly hours of time dedicated to each project.</p>
TAB 4	<p>OMISSIONS AND ERRORS</p> <p>This section should explain how Architectural or Engineering omissions and/or errors have been handled by the firm in the past and how any Architectural or Engineering omissions or errors will be handled for this project.</p>
TAB 5	<p>PROJECT RISK</p> <p>This section should outline the anticipated project risk(s). At a minimum, Offeror shall identify risk events and probability and impact of the risks. Offeror shall provide explanation of how they plan to address each of the identified risks.</p>
TAB 6	<p>REQUIRED FORMS</p> <ul style="list-style-type: none"> • Attachment B. Proprietary/Confidential Information Identification Form • Attachment C. State Corporation Commission (SCC) Form • Attachment D. Non-Collusion Affidavit • Attachment G. Insurance Requirements Form • Attachment H. Notice of Exceptions • Attachment I. SAM Form • Attachment J. Federal Contract Clauses (last page requires signature)
TAB 7	<p>ADDENDA, signed (<i>if any</i>)</p>
TAB 8	<p>OTHER SERVICES (<i>optional</i>)</p> <p>The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal.</p>

****COST: Information on the Offeror’s cost, prices, rates or fees shall NOT be submitted with the initial proposal response. Per Virginia Code 2.2-4302.2 A.4, the City may request non-binding cost estimates during the discussion phase of evaluations. ****

6.0 GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA

Offerors shall review and take into consideration all aspects of the City’s General Terms and Conditions listed in Attachment A.

7.0 INSURANCE REQUIREMENTS

Offerors shall complete and return with their proposal Attachment D. Insurance Requirements Form.

8.0 INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Architectural and Engineering Services RFP 2023005-CM-P**”. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide five (5) identical paper copies and one (1) identical electronic PDF copy (on CD or thumb drive) of the proposal documents. If proprietary/confidential information is identified (Attachment B), Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested. Redacted copy should be provided in electronic PDF format on CD or thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 409 South Main Street, Third Floor, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm, except City holidays (www.harrisonburgva.gov/city-holidays). Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than the date and time listed on the Cover Page of this RFP. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date. Proposals will not be publicly opened.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

9.0 QUESTIONS

Questions related to the RFP or requests for clarification shall be directed to the Procurement Manager for the City of Harrisonburg, by email (Questions@harrisonburgva.gov) or by fax (540-432-7779). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City’s website at www.harrisonburgva.gov/bids-proposals. All questions must be received no later than the date and time listed on the Cover Page of this RFP. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

10.0 PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a weighted percentage, using the following minimum selection criteria:

EVALUATION CRITERIA	POINTS
Schedule – Proposed project schedule and whether it reflects completion of all activities necessary to keep the project on track for sleeping quarters, showers, and bathrooms to be open for use by November 1, 2023 and the remainder of the project open by September 1, 2024. This also includes the firm’s current and projected workload.	20
Qualifications of Staff – Includes resumes of key individuals who would be involved in the project. Resumes should adequately describe individual’s educational background and specific area(s) of experience and expertise, especially with regard to the project at hand. Areas of expertise shall include:	20

a. Architectural b. Electrical Engineering c. Mechanical Engineering d. Structural Engineering e. Civil Engineering	
Past Performance – Past performance record and relevant experience. a. References – List at least 3 similar projects completed by the firm in the past 10 years. Show names, addresses and telephone numbers. b. Quality of work, timeliness, ability to meet budget constraints.	15
Priority – Priority assigned to the project and current workload of the firm with particular reference to personnel and other resources being proposed.	15
Omissions and Errors – States how Architectural or Engineering omissions and/or errors have been handled by the firm in the past and how any Architectural or Engineering omissions or errors will be handled for this project.	10
Project Risk - Identifies the project risk and how the firm addresses such risks.	10
Financial Responsibility – Financial responsibility of the firm: the firm must agree to carry professional liability insurance including errors and omissions in an amount not less than \$1,000,000. See additional insurance requirements in section VII.	10
Ability to Follow Directions – The Offerors’ ability to follow the proposal preparation instructions set forth in this solicitation including the failure to return required pages, missing signatures, missing documents, etc. and will also be considered to be an indicator of the Offerors’ ability to follow instructions.	5
TOTAL POSSIBLE POINTS	100

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions. Non-binding cost estimates may be part of the discussion.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City. The City reserves the right to waive any informality in any proposal.

11.0 AWARD OF CONTRACT

Selection shall be made of two (2) or more Offerors deemed to be fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the City, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the City determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror . Once the selection has been made as to which Offeror will be awarded the contract,

the Procurement Manager will post a Notice of Award on the City's website at www.harrisonburgva.gov/bids-proposals.

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Successful Offeror shall contact the Commissioner's Office to obtain proper business licensing for the City of Harrisonburg, if it does not already possess (540-432-7704).

The City reserves the right to make on-site visitations to assess the capabilities of individual Offeror(s) and to contact references provided with the proposal.

12.0 CONTRACT TERM

The subsequent contract will be a firm-fixed price contract with the anticipated contract(s) start date of September 1, 2022. The contract term will be based on the proposal schedule and any additional negotiations with the City. The contract term will be based upon the timeframe needed to keep the project on track for sleeping quarters, showers, and bathrooms to be open for use by November 1, 2023 and the remainder of the project open by September 1, 2024. The fee(s) will be a not-to-exceed and will include all charges that may be incurred in fulfilling the requirements of this initial contract.

13.0 PAYMENT TERMS

The City will issue progress payments on a monthly basis, based on percentage of project completion accomplished. Detailed invoices shall be submitted to the Contract Administrator for review and issuance of payment.

ATTACHMENT A. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (REV. 09-20-19)

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the City of Harrisonburg unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the City is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the City, the VPPA Virginia Code sections take precedence.

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DEFINITIONS

ADDENDUM/ADDENDA: Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.

BID: The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.

COLLUSION: A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

CONFLICT OF INTEREST: An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.

CONTRACTOR: The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.

CITY or OWNER: City of Harrisonburg, Virginia.

DAY(S): Defined as calendar days unless otherwise specified as business days.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION TO BID (ITB): A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia). **2.2-4301**

PROPOSAL: The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

PURCHASING AGENT: The individual employed and given authority by the Harrisonburg City Council by adoption of the City of Harrisonburg Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.

REQUEST FOR PROPOSAL (RFP): A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

SOLICITATION: A formal document issued by the City with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.

SWAM: Small, Women, and Minority-owned businesses.

SUBCONTRACTOR: A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

CONDITIONS OF BIDDING

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

BID/PROPOSAL ACCEPTANCE PERIOD: Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

CANCELLATION OF SOLICITATIONS: **2.2-4319** An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

CITY HALL CLOSURE: If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the City, at the original scheduled hour.

CLARIFICATION of TERMS: **2.2-4316** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

CONFLICT OF INTEREST/COLLUSION: Contractor certifies by signing their bid/proposal submission to the City, that no conflict of interest or collusion exists between the Contractor and City that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the City.

DEBARMENT STATUS: By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia.

DISCRIMINATION PROHIBITED: **2.2-4310** In the solicitation or awarding of a contract the City shall not discriminate against a bidder/offeror because of race; religion; color; sex; national origin; age; disability; status as a small, women-owned, minority-owned, or service disabled veteran-owned; employment services organization; or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of these entities in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of these entities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

LICENSES, PERMITS and FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the City a copy of their City Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of the Revenue's office at 540-432-7704. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/ proposal which has been modified. As a precondition to its acceptance of an ITB response, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.

8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342 Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. ~~The official solicitation document and the Addenda(um) are the documents posted on the eVA website (www.eva.virginia.gov).~~ **Due to the eVA upgrade and subsequent system shut down, all official solicitation documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals).** Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror by the City of Harrisonburg.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The City may also be exempt from other taxes and fees.

AWARD

CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The City reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The City's decision shall be final. The City reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the City to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4**.

The City reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the City to be in its best interest.

NEGOTIATION WITH THE LOWEST BIDDER: 2.2-4318 Unless all bids are canceled or rejected, the City reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds for the project. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

PRECEDENCE of TERMS: General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any Federal, Special, Standard, or Supplementary Terms and Conditions in this solicitation, the Federal, Special, Standard, or Supplementary Terms and Conditions shall apply.

QUALIFICATIONS of BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the responsibility and ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The City further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the City that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Office will publicly post such notice and/or will notify all responsive bidders/offerors and records are available for public inspection in accordance with the VA Freedom of Information Act (VA Code 2.2-3700 et seq).

The City posts all Notice of Awards on eVA at www.eva.virginia.gov. Due to the eVA upgrade and subsequent system shut down, all Notice of Award documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals).

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 By submitting their bids/proposals, bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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. 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 these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

APPLICABLE LAWS and COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ASSIGNMENT of CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES to the CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer). **2.2-4309**
3. The Procurement Manager (or City delegated agent) may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of

expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

CONTRACT EXECUTION: Per City Code (Sec 3-1-2, 3-1-1), the City Manager and the Deputy City Manager shall have authority to execute all contracts and agreements on behalf of the City except as otherwise directed by the Harrisonburg City Council in specific instances.

CONTRACTUAL DISPUTES: Contractual claim procedures shall be as per Code of VA **2.2-4363**.

COOPERATIVE PROCUREMENT: 2.2-4304 This procurement is being conducted in accordance with the provisions of 2.2-4304 Code of VA. 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. The City, 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 City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City 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. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: 2.2-4312 During the performance of this contract, the contractor agrees to: (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations 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 the provisions will be binding upon each subcontractor or vendor.

IMMIGRATION REFORM and CONTROL ACT OF 1986: 2.2-4311.1 By submitting their bids/proposals, bidders/offers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including attorney's fees, resulting from or arising out of Contractor's or its agent's and subcontractor's negligent activities or omissions, or from which the Contractor would have legal liability outside of contract.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offers certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of the Code of Virginia. The bidder/offers further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost

wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PAYMENT: 2.2-4352 – 2.2-4354

1. To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (**2.2.4363**).

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or;

Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

TERMINATION: Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SPECIFICATIONS

CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

USE OF BRAND NAMES: 2.2-4315 Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

DEFECTS OR IMPROPRIETIES: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the City shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

TESTING AND INSPECTION: 2.2-4302.1 The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the City, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the City.

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon 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 legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. **Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested.** The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror: _____

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

*Bidder/Offeror may attach additional sheets if necessary

Check this box if there are none.

****Complete & return this document with proposal submission.***

ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/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/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

Select one of the following boxes. The undersigned Offeror :

- is a corporation or other business entity with the following SCC identification number: _____ .
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).
- 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 Offeror'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.***
- has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The City reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

****Complete & return this document with proposal submission.***

ATTACHMENT D. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;
- (2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

CITY / COUNTY OF _____,

STATE OF _____, to wit:

I, _____, a Notary Public, do certify

that _____ whose name is signed to

the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20__.

My Commission expires _____.

Notary Public

****Complete & return this document with proposal submission.***

ATTACHMENT E. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT

STANDARD CONTRACT

CONTRACT #: _____

This Contract entered into [Date], by _____ hereinafter called the “Contractor” and the City of Harrisonburg, VA, called the “Owner”.

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

SCOPE OF CONTRACT: The Contractor shall provide [goods/services] to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____ with _____ renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official solicitation (no revisions by the Contractor) dated: _____. If applicable, any Official City Addenda: #1, dated: _____;
- (3) The Contractor’s Bid/Proposal response dated _____ and the following negotiated modifications to the Bid/Proposal (if applicable), all of which are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

****Note: This form is just for reference and is NOT required to be submitted with your proposal submission.***

ATTACHMENT F. REFERENCES LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Reference #2

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Reference #3

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Terminated Reference (if applicable)

Indicate below a listing of at least one (1) recent client/account that has terminated your company's services within the last three (3) years. Account(s) are preferred to be government accounts of a similar size and nature.

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

COMPANY BACKGROUND (Attach additional sheets if necessary.)

Number of Years in Business: _____

Overview of Work History, Experience & Background of Company: _____

****Complete & return this document with proposal submission.***

ATTACHMENT G. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have the same insurance. The contractor further certifies that they or any subcontractor will maintain these coverages during the entire term of the contract.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits with a \$2,000,000 aggregate. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

3.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

4.) The contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted. If the contractor has professional liability insurance on a claims made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better.

Please provide the City with two (2) documents upon request:

- 1.) Certificate of Insurance (COI) for the City of Harrisonburg, 409 South Main St, Harrisonburg, VA 22801. COI must show the Additional Insured status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

BIDDER/OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

****Complete & return this document with proposal submission.***

ATTACHMENT I. SYSTEM FOR AWARD MANAGEMENT (SAM) FORM

WHAT IS SAM?

The **System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the link provided below. User guides and webinars are available under the Help tab. You must have an active registration in SAM to participate in this procurement.

<https://www.sam.gov/SAM/>

System for Award Management – [SAM] registration information:

The undersigned Offeror:

is registered in SAM – provide UEI Number _____

is in process of registering in SAM - provide UEI Number _____

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

****Complete & return this document with proposal submission.***

ATTACHMENT J. FEDERAL CONTRACT CLAUSES

VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.327
2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the CITY OF HARRISONBURG

The CITY OF HARRISONBURG shall have the following rights in the event that the CITY OF HARRISONBURG deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall be defined according to the City of Harrisonburg's General Terms and Conditions.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the CITY OF HARRISONBURG, the Contractor expressly agrees that no default, act or omission of the CITY OF HARRISONBURG shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the CITY OF HARRISONBURG directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the CITY OF HARRISONBURG will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the CITY OF HARRISONBURG takes action contemplated herein, the CITY OF HARRISONBURG will provide the Contractor with sixty (60) days written notice that the CITY OF HARRISONBURG considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY OF HARRISONBURG's City Attorney. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by CITY OF HARRISONBURG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages

therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY OF HARRISONBURG and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the CITY OF HARRISONBURG is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY OF HARRISONBURG or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TERMINATION

2 C.F.R. § 200.340
2 C.F.R. part 200, Appendix II (B)

The CITY OF HARRISONBURG may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Harrisonburg's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Harrisonburg to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Harrisonburg, the Contractor will account for the same, and dispose of it in the manner City of Harrisonburg directs.

TERMINATION FOR DEFAULT [BREACH OR CAUSE] (GENERAL PROVISION)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Harrisonburg may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Harrisonburg that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Harrisonburg, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

OPPORTUNITY TO CURE (GENERAL PROVISION)

The City of Harrisonburg, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to City of Harrisonburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from

City of Harrisonburg setting forth the nature of said breach or default, City of Harrisonburg shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Harrisonburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

WAIVER OF REMEDIES FOR ANY BREACH

In the event that City of Harrisonburg elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City of Harrisonburg shall not limit CITY OF HARRISONBURG's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

CIVIL RIGHTS AND EQUAL OPPORTUNITY

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, and 42 U.S.C. § 2000e *et seq.*, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, and "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," and 45 C.F.R. part 90, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, and 42 U.S.C. § 4151 *et seq.*, the Contractor agrees that it will not discriminate against individuals on the basis of disability.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q
33 U.S.C. §§ 1251-1387
2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to the City of Harrisonburg; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

SUSPENSION AND DEBARMENT

2 C.F.R. part 180
2 C.F.R. part 1200
2 C.F.R. § 200.214
2 C.F.R. part 200 Appendix II (H)
Executive Order 12549
Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more and to each contract at any tier for a federally required audit (irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or City of Harrisonburg to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Harrisonburg. If it is later determined by the City of Harrisonburg that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Harrisonburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

LOBBYING

31 U.S.C. § 1352
2 C.F.R. § 200.450
2 C.F.R. part 200 appendix I (J)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an City of Harrisonburg, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City of Harrisonburg, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

****Complete & return this document with proposal submission.***