



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, REQUEST FOR PROPOSAL NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

Table of Contents

I. General Information	2
II. Inquiries	2
III. Specifications	3
A. General Information	3
B. Purpose	3
C. Contract Period	3
D. Background	3
E. Agency Details	4
IV. Additional Requirements	5
V. Review & Award	6
VI. Terms of Contract	7
VII. Costs for Proposal Preparation	7
VIII. General Terms & Conditions	7

ATTACHMENTS

Attachment 1: State Corporation Commission (SCC) Form	15
Attachment 2: Confidentiality and Non-Disclosure Agreement	16

I. GENERAL INFORMATION

The City of Harrisonburg, Harrisonburg City Schools, Harrisonburg Electric Company, Rockingham County, Rockingham County Schools, the City of Staunton, Augusta County, the City of Waynesboro and the Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) are seeking proposals from qualified firms or individuals to assist the above named entities in the creation/continuation of an employer-sponsored Short Term Disability Insurance and/or a Long Term Disability Insurance. Offerors shall document programs of a similar type they have developed for other municipalities. Hereafter, the nine governmental entities listed above will be shown as ‘agencies.’

THIS RFP REPLACES RFP 2013007-HR-P previously issued May 14, 2013.

All proposals must be clearly labeled with “RFP 2013010-HR-P” on the front of the envelope and delivered as follows:

Mail or deliver package to:

City of Harrisonburg
Pat Hilliard, Purchasing Agent
345 South Main Street, Room 201
Harrisonburg, VA 22801

Phone: (540) 432-7794

Hours of operation: 8:00 a.m. to 5:00 p.m.

ALL PROPOSALS MUST BE RECEIVED BY 3:00P.M. Local Time June 14, 2013.

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. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing Office by the designated date and hour. Facsimile and e-mail submittals are not acceptable. Any proposals received after the above-stated date and time will be returned to sender unopened.

All offerors shall abide by all applicable State and Federal laws.

City and County agencies do not discriminate against small and minority businesses or faith-based organizations.

II. INQUIRIES

Any questions or comments concerning this Request for Proposal should be in writing and directed to:

Jennifer Whistleman, Human Resource Director
345 South Main Street
Harrisonburg, VA 22801
Jennifer.Whistleman@harrisonburgva.gov
Fax (540) 437-4403

III. SPECIFICATIONS

A. GENERAL INFORMATION

The nine governmental agencies listed above are all interested in either the formation or the continuation of an employer sponsored Short Term Disability (STD) insurance and a Long Term Disability (LTD) Insurance. Each agency reserves the ability to participate as funding allows. The City of Harrisonburg is the only agency that currently has voluntary Short Term Disability Insurance in place and would minimally like to continue to offer this benefit to the employees hired before January 1, 2014. Harrisonburg Electric Company and the City of Waynesboro are the only agencies that currently have employer sponsored Long Term Disability Insurance in place and would like to continue to offer this benefit to employees hired before January 1, 2014.

B. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to provide Short Term Disability insurance and Long Term Disability insurance for newly hired employees (*except public safety employees*) from January 1, 2014 forward.

C. CONTRACT PERIOD

The term of this contract is a minimum of twelve months beginning January 1, 2014 and ending December 31, 2014. Following the initial term, the contract may be extended for up to four, one-year renewals, as negotiated.

D. BACKGROUND

As noted above, only the City of Harrisonburg, the City of Waynesboro and the Harrisonburg Electric Company offer either Short Term or Long Term disability insurance programs. Effective January 1, 2014, all of the agencies listed previously will be required to offer *employer sponsored* short term and long term insurance for all newly hired employees (except public safety employees). Employees hired on or after January 1, 2014 will not be covered under the Virginia Retirement System Long Term Disability program. Offerers should reference Information contained in the Virginia Local Disability Program (VLDP) which is governed by Title 51.1-1155 of the code of Virginia. Short Term and Long Term Disability Insurance plans offered should be 'comparable' in design as described by the code of Virginia. Additional information regarding the Virginia Retirement System (VRS) plan option may be found at www.varetire.org. The information is specifically located under the 'Employers' tab, 'Employer Manuals' and finally, VLDP benefits.

At this time, all the previously designated agencies have generous leave accrual plans in place for both sick leave and vacation leave. Again, effective January 1, 2014, the leave accrual plans will change to accommodate the necessary changes to the insurance coverage.

The agencies listed may also consider offering a voluntary STD for all employees and

proposals submitted may include this information.

Offerors are encouraged to submit innovative plan designs (managed care, etc) that they feel may improve benefits and/or reduce costs. As cost will not be the only deciding factor, please add any supportive materials that will assist us in reviewing your proposal.

RFP Addenda: Due to the offeror requests for additional information, the City may issue addendas to the original RFP which may improve, update, modify or correct the RFP. Questions should be directed in writing to Jennifer Whistleman at Jennifer.whistleman@harrisonburgva.gov. Questions and answers (at the City's discretion) will be posted as addendas on the City of Harrisonburg Purchasing web page at www.harrisonburgva.gov/bids and on eVA at www.eva.virginia.gov. The deadline for submitting questions regarding this RFP is **June 7, 2013**.

E. AGENCY DETAILS

1. The City of Harrisonburg employs approximately 581 regular, full-time employees, however only 421 employees will potentially be eligible to participate in the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information, excluding public safety new hires, may be obtained upon request.
2. The City of Harrisonburg School system employs approximately 841 regular, full-time employees, all of whom would potentially be eligible to participate in the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information may be obtained upon request.
3. Harrisonburg Electric Commission (HEC) operates as a political subdivision of the City of Harrisonburg and currently employees 47 regular, full-time employees, all of whom would potentially be eligible to participate in the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information may be obtained upon request.
4. Rockingham County employs approximately 535 regular, full-time employees, however only 295 employees will potentially be eligible to participate in the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information may be obtained upon request.
5. Rockingham County School system employs approximately 2000 regular, full-time employees, all of whom would potentially be eligible to participate in the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information may be obtained upon request.

6. City of Staunton employs approximately 275 regular, full-time employees, all of whom would potentially be eligible to participate in the employer paid STD and LTD. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information may be obtained upon request.
7. Augusta County employs approximately 572 employees, however only 317 employees will be potentially be eligible for the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information, excluding public safety new hires may be obtained upon request.
8. The City of Waynesboro employs approximately 315 regular, full-time employees, however only 228 employees will potentially be eligible to participate in the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last year (2012) of hiring information, excluding public safety new hires may be obtained upon request.
9. The Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) employs approximately 29 regular, full-time employees who will potentially be eligible for the employer paid STD and LTD benefit. Only those employees hired after January 1, 2014 will definitely be eligible for this employer paid benefit. A census of the last three years of hiring information may be obtained upon request.

To obtain the census information for the agencies please email purchasing@harrisonburgva.gov. A Confidentiality and Non-Disclosure Agreement will be required to be signed before censuses will be released. Agreement is Attachment #2. Include a dated and signed Agreement with your emailed request.

The firm selected will have the availability of a full-time professional and appropriate claims and medical support staff during normal business hours to:

- (a) provide Human Resources staff and supervisor training prior to implementation of the insurance programs;
- (b) provide quarterly and annual reports that inform the agencies of the nature and volume of usage.

IV. ADDITIONAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the agencies may properly evaluate the capabilities of respective firms to provide the required services. Offerors are asked to provide separate cost responses for each agency. Offerors are required to submit the following items for a complete proposal:

- a. A statement of the offeror's understanding of the work to be performed.
- b. Information as the offeror's background and experience relative to this project.

- c. Listing of previous clients that may be contacted as reference. Include customer name and contact information with telephone number and email addresses.
- d. Information as to the size and organizational structure of the offeror's firm.
- e. Resumes of key personnel who will be directly involved with this project.
- f. Agreement to carry Workers Compensation per VA statutory requirements and Professional Liability Insurance in an amount not less than \$1 million per occurrence, or such other insurance as is satisfactory and may be approved by the agencies. All insurance coverages shall be written by companies licensed to do business in Virginia, shall be administered by a Virginia registered agent, and shall ensure prior written notification to each agency prior to cancellation of the policy.
- g. Signed Cover Sheet
- h. State Corporation Commission form

V. REVIEW AND AWARD

To be considered for selection, offerors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal. Staff members from all listed agencies will review proposals. A maximum of the two (2) most qualified firms will be invited for further interviews.

An authorized representative of the offeror shall sign proposals. Nine (9) copies, one for each agency, with that agency's cost, plus a digital copy of the proposal must be submitted to the City of Harrisonburg. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. **E-mail and facsimile responses are not acceptable.**

The submittal envelope(s) from the responding company should be marked to indicate that the enclosed material is for the City of Harrisonburg, Short Term/Long Term Disability Insurance RFP and be clearly labeled with the RFP number, "RFP 2013010-HR-P."

The Agencies reserve the right to cancel the RFP and not award a contract(s) if it is in the best interest of the agencies.

The following criteria will be used in evaluating the responses to this RFP:

- a) Approach and understanding of the objective, and plan for accomplishment.
- b) Capability and experience of the offeror.
- c) Qualifications of individual(s) to be assigned to this project.

- d) Experience of references.
- e) Cost.
- f) Adequacy of insurance.
- g) Stability, accessibility, and availability of offeror.
- h) Any other relevant information offered or disclosed during the evaluation process.

VI. TERMS OF THE CONTRACT

The desire is to award the contract to a single firm, but agencies reserve the right to award separately if it is in the best interest of the individual agencies. The firm(s) selected will be compensated for services in accordance with the payment schedule agreed to by the firm and each agency. The response to this RFP should contain the firm's desire for a payment schedule.

The contract shall be for a one (1) year from date of award with an option for up to four (4) additional one (1) year renewals. The contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation. Written justification must be provided for any cost increases at contract renewal and must be agreed upon by both parties to the contract(s).

Each agency will review the proposals and determine their agency's ability to participate in the selection process, based upon their agency's 2013-2014 fiscal year budget. Each agency reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this RFP in the best interest of the agencies and agreed to by the contractor. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions.

Firms should provide proposal data based upon the number of participating agencies (one to nine agencies), and the information can be further detailed, as necessary, to further explain the proposal.

VII. COSTS FOR PROPOSAL PREPARATION

Any costs incurred by offerors in preparing or submitting proposals are the offeror's sole responsibility; the agencies will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposal.

VII. GENERAL TERMS AND CONDITIONS

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City)

and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: 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 and 2.2-4311 of the *Virginia Public Procurement 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.

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.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (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 value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) 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.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR ITBs AND RFPs

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, 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 of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. 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 offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. 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.
- d. 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.
- e. 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.
- f. **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 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 (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) 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
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. 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.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the 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.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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 may agree in writing to modify the scope of the contract. An 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. The Purchasing Agent 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. 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.

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 them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: 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.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: 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.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation

document at the time the contract is awarded. 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 or offeror 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. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds 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.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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 usually 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.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, 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.

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.

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. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or 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 or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.



Attachment 1
STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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) **-OR-**

is an out-of-state business entity that is including with this RFP 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.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-disclosure Agreement (the "Agreement") is made and entered into this ___ day of _____, 2013 by and between the City of Harrisonburg, Virginia, a Virginia municipal corporation, (the "City") and the undersigned recipient of certain Confidential Information ("the Recipient") for the purposes of preventing the unauthorized disclosure of Confidential Information.

- A. The City, on its own behalf and on behalf of eight other jurisdictions, issued Request For Proposal Number 2013010-HR-P for Employer-Sponsored Short Term Disability Insurance and/or a Long Term disability Insurance ("the RFP"). Recipient is considering submitting a proposal in response to the RFP and has requested that the City provide certain personal information regarding employees of the City and the eight other jurisdictions issuing the RFP ("the Employees").
- B. The City has agreed to provide such information provided the Recipient agrees to the following conditions:
 - 1. Confidentiality and Non-disclosure. Recipient agrees that all information, records and/or documents provided by the City to Recipient which contains Confidential information shall remain confidential and that Recipient shall not make any unauthorized use or disclosure of any such information disclosed by the City. Confidential Information shall include, but not be limited to, personal information of the Employees, including birthdays, date of hire, and gender, provided by the City in written or electronic files.
 - 2. Obligations of Recipient. Recipient agrees that the Confidential Information provided by the City shall be used only in the consideration and/or preparation of a response by Recipient to the RFP. Recipient acknowledges and agrees, except if required by judicial or administrative order, trial, or other governmental proceeding pertaining to this matter, that it will not use, duplicate, or divulge to others any Confidential Information disclosed to Recipient by the City without first obtaining the prior written permission from the City.
 - 3. Term. The non-disclosure provisions of this Agreement shall survive the awarding of a contract pursuant to the RFP. At the time of the awarding of a contract pursuant to the RFP, Recipient agrees to destroy all copies, whether written or electronic, of the Confidential Information. Recipient's duty to hold Confidential Information in confidence shall remain in effect until the City notifies the Recipient in writing, releasing the Recipient from this Agreement.
 - 4. Remedies. Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect the personal information provided by the City, and expressly agrees that monetary damages would be inadequate to compensate the City for any breach of any covenant or agreement set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the City and the other jurisdictions issuing the RFP, and the Employees, and that, in addition to any civil and/or criminal sanctions or penalties, the City, any of the other jurisdictions issuing the RFP, and any of the Employees shall be entitled to obtain injunctive relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages. Recipient shall be responsible for all damages resulting from such violation, including but not limited to, the cost of notification.
 - 5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, with venue for any action arising hereunder proper only in the Circuit Court of Rockingham County, Virginia.

Agreement as of the date first above written.

City of Harrisonburg, Virginia
Signature: Pat Hilliard
Name: Pat Hilliard, CPPB

[Recipient]
Signature: _____
Name: _____

Title: Purchasing Agent

Title: _____

Address: 345 South Main Street

Address: _____

Harrisonburg, VA 22801