



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.

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.

*This document must be completed and returned with proposal.

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1.0 PURPOSE

The purpose and intent of this Request for Proposal (RFP) by the City of Harrisonburg, Virginia (City) is to solicit sealed proposals from qualified firms to establish a contract for Financial Advisor Services through competitive negotiations. The Financial Advisor (Offeror) will assist the City in the analysis, structure and placement of debt financed projects and will manage the debt financing process, as well as, other tasks as described in the Scope of Services. The Offeror will serve solely the interests of the City.

2.0 BACKGROUND INFORMATION

2.1 Background

The City lies in the geographic center of the Shenandoah Valley of Virginia. The Blue Ridge Mountains on the East and the Alleghenies on the West provide protection so the area is markedly free from climate extremes and disturbances. The City is equidistant from Washington, D.C. (124 miles), Richmond, Virginia (116 miles), and Roanoke, Virginia (111 miles). The City is autonomous and entirely independent of any county or any other political subdivision. The City was established in 1780 and became an incorporated city in 1849. It now encompasses 17.3 square miles with a current estimated population in excess of 50,000 and a public school enrollment in excess of 4,700 students.

2.2 Current Project(s)

It is the City's intention to debt finance the expansion of its current Municipal Building, anticipated to occur in January 2014, at an estimated cost of \$6.5 million and to debt finance approximately \$2 million in energy efficiency upgrades to city-owned facilities. The City may also debt finance various smaller projects within this debt financing.

2.3 Future Projects

The City is also in the early stages of planning for the construction of a new middle school by the Harrisonburg City School Board. The anticipated opening will be August 2016 at an estimated construction cost of between \$30 million and \$40 million. The City may debt finance other projects throughout the term of the contract.

2.4 Financial Information

2.4.1 Capital Improvement Program (CIP)

The City adopts a five year CIP each year. The current CIP for Fiscal Years 2014 through 2018 may be found at www.harrisonburgva.gov/capital-improvement-program. The CIP is a multi-year scheduling of capital outlays of \$50,000 or greater with an appropriate financing plan to fund these projects. The City's CIP is prepared annually in an effort to facilitate planning and setting priorities among

capital improvement needs over a subsequent five-year period. The CIP is designed to identify projects for all city departments for which funding has already been committed or is being sought for some time within the five-year planning period. The CIP is a planning document and is subject to revision as needs change or opportunities are identified.

2.4.2 Comprehensive Annual Financial Report (CAFR)

A greater understanding of the City's overall operations and financial condition may be obtained from its most recent annual audited financial statements for Year End June 30, 2012. The CAFR may be found at www.harrisonburgva.gov/CAFR.

2.4.3 Other Financial Information

Additional financial information which includes proposed and approved budgets, as well as, monthly financial statements may be found at www.harrisonburgva.gov/budget-documents.

2.5 Credit Ratings

The City currently maintains a AA rating from Standard and Poors and a Aa2 rating from Moody's Investors Services.

3.0 INSTRUCTIONS TO OFFERORS

- 3.1** Four (4) paper copies and one (1) electronic copy (on CD or thumb drive) of the proposal shall be submitted to:

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

- 3.2** Questions related to the RFP and the selection process should be in writing and directed to:

Larry Propst, Director of Finance
Fax: (540) 432-7779
E-mail: Larry.Propst@harrisonburgva.gov

Questions or requests for clarification may be faxed or emailed to the contact listed above by Friday, September 20, 2013 at noon, local time. All relevant questions and responses to inquiries will be posted as addenda on the City's Purchasing web page at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. 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 proposals.

- 3.3** All proposals must be in an opaque, sealed envelope or box and clearly marked: “Sealed Proposal: Financial Advisor Services 2014003-FN-P”. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership or individual). All expenses for making this proposal to the City shall be borne by the offeror. **All proposals shall be received at the address listed above by Friday, September 27, 2013 at 3:00pm, local time.** Any proposal received after this time and date will not be considered. The Offeror has the sole responsibility to have the proposal received by the City’s Purchasing Agent at the above address and by the above stated time and date. Clearly identified proprietary information will not be disclosed during the selection process. Attachment B provides a place to identify any proprietary information.

4.0 SCOPE OF SERVICES

- 4.1** The proposing firm will analyze and provide recommendations as to the structuring of debt financings to achieve the financial goals of the City which include:
- 4.1.1** Analysis and recommendations as to a plan of financing such as public offerings, negotiated sales or direct bank loan financings.
 - 4.1.2** Analysis and recommendations for debt service schedule objectives.
 - 4.1.3** Analysis and recommendations related to the type of debt financing such as general obligation bond issues, revenue bond issues, lease financings or other types of appropriate financing options.
- 4.2** The proposing firm will assist the City and bond counsel in the preparation of Official Statement documents in the event of a public offering.
- 4.3** The proposing firm will prepare a credit package presentation and coordinate and schedule meetings with bond rating agencies. The City is currently rated by Moody’s Investor Services and Standard & Poors.
- 4.4** The proposing firm will provide recommendations as to ways that the City could enhance its credit ratings.
- 4.6** The proposing firm will attend and/or make presentations to the Harrisonburg City Council as requested.
- 4.7** The proposing firm will analyze and make recommendations as to the potential of any refinancing opportunities that may exist based on the City’s current outstanding debt.
- 4.8** The proposing firm will respond to City staff inquiries not related to a specific debt financing.

- 4.9 The proposing firm will provide other services which are usual and customary for debt financings.
- 4.10 In the event of any negotiated sale, the proposing firm may not serve as the underwriter or purchaser of the bonds. In the event of a public offering, the proposer may not serve as the underwriter or purchaser of the bonds without the expressed written consent of the City.
- 4.11 The Scope of Services are on an “as needed” basis with no annual retainer intended.

5.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for the City to evaluate the qualifications, experience, and expertise of the proposing firm to perform the requested Financial Advisor Services. The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should address each evaluation criteria contained in Section 6.0 Proposal Evaluation Criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible but written clearly and concisely so that the City may properly evaluate the firm’s capabilities to provide the required services. The Offeror should include in their proposal the following:

5.1 Introduction

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.

5.2 Required Elements

The proposal submitted shall include, at a minimum, the following:

- 5.2.1 Address each requirement of the Scope of Services or the area(s) of expertise proposed to be provided.
- 5.2.2 Provide evidence that demonstrates the firm’s ability to provide the requested services.
- 5.2.3 The proposed approach to provide the requested services.
- 5.2.4 The qualifications of the personnel expected to be assigned to the requested services.
- 5.2.5 Provide three references where similar work has been performed.
- 5.2.6 An affirmation or documentation that the Offeror is registered with the Municipal Securities Rulemaking Board (MSRB).
- 5.2.7 Cost of services.

- 5.2.7.1** The proposal should include a not to exceed cost of providing Financial Advisor Services. Provide a cost of service for a public offering scenario and for a direct bank financing scenario.
- 5.2.7.2** The City may request additional services as needed during the term of the contract. The proposal should include the firm's standard hourly rates for services.
- 5.2.7.3** Cost of services will be negotiated for each debt financing undertaken by the City.
- 5.2.8** The Offeror shall include signed copies of any and all addenda to the RFP as set forth in Section 3.2 of this RFP.
- 5.2.9** The Offeror shall complete the State Corporation Commission Form (Attachment A) and provide as part of the proposal documents.

6.0 PROPOSAL EVALUATION CRITERIA

- 6.1** Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:
 - 6.1.1** The specific experience, professional competence, and qualifications of the proposing firm and personnel.
 - 6.1.2** A clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the proposing firm's plan for accomplishing the Scope of Services.
 - 6.1.3** A clearly demonstrated understanding of the City's current debt and financial position.
 - 6.1.4** Current and past experience in providing similar services.
 - 6.1.5** References from other organizations and entities that the firm has provided similar services to.
 - 6.1.6** Cost of services.
- 6.2** 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.
- 6.3** The City reserves the right 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.

7.0 CONTRACT AWARD

- 7.1** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one 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 Purchasing Agent will post a Notice of Award on the City's website at www.harrisonburgva.gov/bid-proposal-award-notifications and also on eVA at www.eva.virginia.gov.
- 7.2** The award documentation will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

8.0 CONTRACT TERM

The initial term of the contract will be for three (3) years from the date that the contract is awarded. At the City's option, the contract may be renewed for up to two (2) additional (1) year terms. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services shall not be increased during the initial term of the contract. Cost of services for any renewal periods will be subject to the mutual agreement of both parties.

9.0 OTHER MATTERS

9.1 Ownership of Materials

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

9.2 Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment B provides a place to identify any proprietary information.

9.4 Insurance Requirements

By signing and submitting a proposal under this solicitation, the Offeror 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 workers' compensation insurance. The Offeror further certifies that they or 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.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City Purchasing Agent showing the City of Harrisonburg, Virginia listed as an additional insured.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Commercial General Liability - \$1,000,000 combined single limit.
3. Automobile Liability - \$1,000,000 combined single limit.
4. Excess Liability - \$1,000,000
5. Professional Liability - \$1,000,000

10.0 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 IFBs 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 A: 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: _____

**This document must be completed and returned with proposal.*



ATTACHMENT B: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. 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.

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

Check this box if there are none.

**This document must be completed and returned with proposal.*



ATTACHMENT C: SAMPLE STANDARD CONTRACT RFP

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and 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 the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor) dated: _____
If applicable, any Official City Addenda(s):
#1, dated: _____
- (3) The Contractor’s Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents 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: _____ By: _____
Title: _____ Title: _____