



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (February 14, 2014), INVITATION TO BID NUMBER (2014031-PW-P), FOR (Annual Stack Emissions Testing & Annual Continuous Emissions Monitoring System Quality Assurance Testing), DEPARTMENT (Public Works (Resource Recovery Facility)), DATE/TIME OF CLOSING (March 3, 2014 at 3:00pm local time), CONTRACT ADMINISTRATOR (Joe Painter, Environmental Compliance Mgr.)

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.

*This document must be completed and returned with proposal.

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I. INTRODUCTION

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals for the City of Harrisonburg Resource Recovery Facility's (RRF) Annual Stack Emissions Testing & Annual Continuous Emissions Monitoring System. The Offeror will provide at a minimum the basic services outlined in the Scope of Work. **Contractor must be familiar with the Waste to Energy (WTE) process.**

A Request for Proposal (RFP) is being issued in lieu of an Invitation to Bid (ITB) due to the specialized nature of the Scope of Work for this project.

The RRF is a waste-to-energy facility that combusts municipal solid waste in order to create steam to heat and cool the James Madison University (JMU) campus. Refuse from the City, Rockingham County, and surrounding municipalities is brought to the facility. The original RRF was constructed and put into operation in 1982. The RRF is permitted to burn 200 tons of waste a day, creating 57,000 lbs of steam an hour, which heats and cools the entire CISAT side of campus, as well as heats the Convocation Center, UREC and the west side of campus.

II. SCOPE OF WORK

The following information relates to the work to be performed for complying with the annual testing requirements contained in the Title V Air Permit for the City of Harrisonburg, Resource Recovery Facility (RRF). Specifically, this includes the annual stack tests, and the annual continuous emissions monitor quality assurance, required by Conditions No. 39 through 47 and 57 through 61 of the January 15, 2014 Title V Permit No. VRO81016.

A. ANNUAL STACK TESTING

1. The annual stack test for 2014 consists of a test for dioxin/furans (Method 23) on MWC Unit No. 2.
2. Determination of the sampling locations shall be performed in accordance with 40 CFR 60, Appendix A, Method 1.
3. 40 CFR 60, Appendix A, Methods 2, 3, and 4 shall be used to convert emissions data to the appropriate standard units as outlined in Table 1.
4. It is planned that the testing will be conducted the week of May 5th, 2014. All stack testing must be completed no later than May 17, 2014. Note: Dates are subject to change, depending upon facility projects.
5. A draft test protocol must be developed and submitted to the City of Harrisonburg for review and comment at least 45 calendar days prior to the scheduled test date, and be prepared in accordance with Virginia DEQ methodology, including the DEQ Title V certification page to accompany the protocol. Comments will be addressed to finalize the protocol for submittal to the Virginia DEQ, Valley Regional Office at least 35 calendar days prior to scheduled test date.

6. A draft test report shall be prepared and submitted to the City of Harrisonburg for review and comment within 20 calendar days of completion of the field-testing. Comments will be addressed to finalize the testing report within 30 calendar days following the field-testing for submittal by the testing firm to Virginia DEQ.

B. ANNUAL CEMS QUALITY ASSURANCE TEST

1. Concurrently with stack testing, the vendor will perform annual Relative Accuracy Test Audits (RATA) for each (MWC Unit No. 1 and MWC Unit No. 2) of the continuous emissions monitoring systems (SO₂, CO, and O₂; O₂ being the diluent for units of the standard) in accordance with the procedures described in 40 CFR Part 60, Appendices B and F.
2. It is planned that the testing will be conducted the week of May 12th, 2014. All testing must be completed no later than May 17, 2014.
3. A draft test protocol must be developed and submitted to the City of Harrisonburg for review and comment at least 45 calendar days prior to the scheduled test date, and be prepared in accordance with Virginia DEQ methodology. Comments will be addressed to finalize the protocol for submittal to the Virginia DEQ, Valley Regional Office at least 35 calendar days prior to scheduled test date.
4. A draft test report shall be prepared and submitted to the City of Harrisonburg for review and comment within 20 calendar days of completion of the field-testing. Comments will be addressed to finalize the testing report within 30 calendar days following the field-testing for submittal by the testing firm to Virginia DEQ.

C. PRELIMINARY TESTING TO EVALUATE COMPLIANCE WITH BOILER MACT

The City operates two dual-fired fuel (natural gas and No. 2 low sulfur fuel oil) boilers No. 3 and No. 4 that are each rated at 43.2 MMBtu/hr and each equipped with low NO_x burners. These two boilers are subject to the major source Boiler Maximum Achievable Control Technology (MACT) standard under 40 CFR 63, Subpart DDDDD. As existing sources under the rule, each boiler must demonstrate compliance with the following emission limits by 2016:

- Filterable Particulate Matter: 7.9E-3 lb/MMBtu of heat input;
- Carbon monoxide (CO): 130 ppmvd at 3% O₂;
- Hydrochloric acid: 1.1E-3 lb/MMBtu of heat input; and
- Mercury (Hg): 2.0E-6 lb/MMBtu of heat input.

In addition, hourly emission limits of 0.62 lb/hr and 3.50 lb/hr for PM and CO, respectively are included in the Title V permit.

The City would like to include stack testing of each boiler combusting fuel oil, to assess preliminary compliance with the Boiler MACT and Title V limits. The bidder shall include a cost and scope for conducting the following stack tests on each boiler:

<i>Pollutant to be Tested</i>	<i>EPA Reference Method</i>	<i>Number of Testing Runs and Duration (minutes)</i>
Filterable PM	1-3, 3A and 5	Three runs on each boiler, each run 160 minutes (conduct concurrent with RM 26A)
HCl	26A	Three runs on each boiler, each run 160 minutes
Hg	29	Three runs on each boiler, each run 200 minutes
CO	10	Three runs on each boiler, each run 50 minutes

During each sampling run, bidder shall continuously monitor O2 and record the boiler load every 5 minutes. This data shall be included with boiler testing results. A brief report of the testing on each of Boiler No. 3 and 4 shall be provided to the City as a deliverable from this sampling work. This sampling is being conducted only to provide preliminary testing data for these boilers, so it will not be included in either the protocol for the testing work to be provided to DEQ, nor in the final report sent to DEQ for the compliance testing work.

D. OPTIONAL HYDROCHLORIC ACID TESTING TO OPTIMIZE LIME FEED

The City of Harrisonburg requests costing for an optional task to support optimizing lime feed that is used for reduction of emissions of both sulfur dioxide (SO2) and hydrochloric acid (HCl). The existing Title V permit limits SO2 emissions from each MWCU to 30 parts per million by dry volume (ppmvd) and HCl emissions to 25 ppmvd. The City would like to minimize operational costs associated with lime feed as much as possible, and therefore, may elect to conduct some stack testing after completion of the required testing for Title V compliance to gain information to optimize lime feed, while still allowing the RRF to comply with the conditions of the Title V permit for SO2 and HCl. Note that the City may or may not conduct this optional HCl testing, contingent on schedule and budgets.

The City proposes to conduct some sampling runs for HCl while adjusting lime feed rates to allow for an optimum range of feed to each MWCU and provide compliance. We propose to conduct up to five 1-hour sampling runs per MWCU over a two day period. A third day of testing is to be included in your bid in the event that there are process upsets, or we cannot achieve the five runs in a single day. During each one hour sampling run, EPA Reference Method 26 or 26A for HCl will be utilized and field analysis for HCl conducted to provide HCl emissions immediately after testing is completed. This field sampling data will be used to make lime feed adjustments and optimize the lime feed for each MWCU.

We ask that each stack testing company bid this optional task using the proposed methodology as noted here. However, should you have an alternative methodology that you propose to achieve the same results, we ask that you include that as an ADDITIONAL cost/scope. We welcome all

alternative approaches (use of direct reading analyzers, CEMS, and others) to support our goal of gaining field data over the course of three days field testing to optimize lime feed while still achieving the pollutant emission limits.

**TABLE 1
Requirements for Stack Testing
CY2014 – City of Harrisonburg RRF**

Pollutant	Reference Test Method	Permit Limit (Concentration corrected to 7% O2)*	Additional information
<i>COMPLIANCE TESTING</i>			
Dioxins/Furans	Method 23	13 nanograms/dry standard cubic meter (dscm)	The minimum sampling time must be 4 hours per test run. A total of 3 test runs to be performed
SO2	Method 6C	30 ppmvd	Minimum of nine valid 21 minutes relative accuracy test runs
CO	Method 10	100 ppmvd	Minimum of nine valid 21 minutes relative accuracy test runs
<i>BOILER MACT PRELIMINARY TESTING</i>			
Filterable PM	1-3, 3A and 5	NA	Three runs on each boiler, each run 160 minutes (conduct concurrent with RM26A)
HCl	26A	NA	Three runs on each boiler, each run 160 minutes
Hg	29	NA	Three runs on each boiler, each run 200 minutes
CO	10	NA	Three runs on each boiler, each run 50 minutes
<i>OPTIONAL FIELD TESTING</i>			
HCl	Method 26 or 26A	25 ppmvd	Optional testing over three days to optimize lime feed. Five 1-hour runs per MWCU with field HCl analysis. Alternative methodology can be included as a separate cost/scope.

* Title V Permit No. VRO81016, effective January 15, 2014.

E. FACILITY RESPONSIBILITIES

- The facility will be responsible for providing appropriate access, sampling ports, and adequate power supply.

- The stack configuration allows for test ports and proper access to each of the two stacks which are separate liners within a common stack.
- During testing, the facility will be responsible for collecting and communicating operational information to the test vendor to include load levels, control equipment operating parameter levels, and any observed malfunctions of process or control equipment which would invalidate a test run.
- City of Harrisonburg personnel will conduct the annual performance evaluation of the continuous opacity monitoring systems (COMS) on each MWC exhaust stack following Performance Specification 1 in Appendix B of 40 CFR 60. A paragraph will be provided to the stack testing firm to include in the testing protocol on the approach to be utilized for the PS1 evaluation, and results provided for inclusion in the testing report.

III. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm and subconsultants to perform the RRF Stack Testing work.

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. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

The Offeror is asked to address each evaluation criteria contained in *Section VIII. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. 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.

The Offeror should include in their proposal the following:

- A. Table of Contents – number all pages of the proposal.
- B. 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.
- C. Proposal – the Proposal submitted by Offeror shall include a minimum, the following:
 1. The Offeror shall address each requirement of the Scope of Work or the area(s) of expertise proposed to be provided.

- a. Acknowledge and describe any proposed deviations from the Scope of Work.
 - b. Proposals should assume one mobilization for all testing with supplementary information for contingency.
2. The Offeror shall provide evidence that demonstrates their ability to provide the services within reasonable completion dates and within budget.
3. The Offeror shall provide its current workload with particular reference to personnel and other resources being proposed.
4. Proposed approach to provide the requested services.
5. The Offeror shall provide information on the corporate structure of its firm as well as any proposed subconsultants required to perform the required work.
 - a. Address of Offeror's primary supporting office and distance to the Resource Recovery Facility (RRF).
6. Include as appendices the following information:
 - a. Provide a minimum of three (3) references where similar work was performed over the last five (5) years. Information on references should include individual's name, company, title, address, phone number and email address. Indicate the Scope of Work provided to each reference.
7. The Offeror shall give their list of cost for the proposed project.
 - a. Offeror's shall include in the Proposal a description of any significant task not listed in the Scope of Work which they know to be necessary, either as a reimbursable expense under the Contract or as a service to be contracted for separately by the City.
8. Provide a definitive statement of intent to comply with Contract terms and Conditions as set forth in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.

Offeror's taking exception to the Contract terms and Conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms or conditions to which they take

exception or seek to amend or replace; and (b) include any additional or different language with their proposal.

9. Proprietary Information Form (Attachment A)
10. Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.
 - a. State Corporation Commission (SCC) Form must be completed and returned as part of the Proposal submission (Attachment B).
11. Insurance Form (Attachment C)
12. Proposals shall be signed by the authorized representative of the Offeror.
13. Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the RFP.
14. Proposals **MUST** be submitted by the date and time noted in *Section IV. Submission Instructions to Offerors*. Late submissions will **NOT** be accepted.

IV. SUBMISSION INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “Stack Testing RFP#: 2014031-PW-P.” Proposals shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide three (3) paper copies and one (1) electronic copy (on CD or thumb drive) of the bid documents.

Bid documents shall be mailed or hand-delivered to:

City of Harrisonburg
Purchasing Office
345 South Main Street, Room 201
Harrisonburg, VA 22801

Hours for the Purchasing Office are 8:00 am to 5:00 pm Monday – Friday.

Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **Monday, March 3, 2014 at 3:00 pm local time**. 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 their proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date. 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.

Below is a Proposal Submission Checklist intended to help ensure a complete proposal is submitted. All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

Proposal Submission Checklist

- Cover Page
- Proposal Requirements per Section III
- Proprietary Information (Attachment A)
- State Corporation Commission (SCC) Form (Attachment B)
- Insurance Form (Attachment C)
- Signed Addenda, if any

V. QUESTIONS

Any questions pertaining to this solicitation shall be directed **in writing** to:

Ms. Pat Hilliard, Purchasing Agent
Purchasing@harrisonburgva.gov

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 and also on eVA at www.eva.virginia.gov. All questions must be received no later than Monday, February 24, 2014 at 12:00pm (noon), local time. It is the responsibility of all Offeror to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

VI. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA

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.

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.

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>.

VII. INSURANCE REQUIREMENTS

Each Offeror shall submit with their proposal documents a completed and signed copy of the City's Insurance Requirements Form (Attachment C).

VIII. EVALUATION OF PROPOSALS

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

- 1. Experience:** Prior experience in providing similar services, including client references. Contractor must be familiar with the Waste to Energy (WTE) process.
- 2. Ability to provide the services:** Specific information on the company's ability to deliver the required services. Background on the company, including the number of years in business, past major projects completed, and biographies of any key staff members that will be involved in this project, should your company be awarded the contract.
- 3. Responsiveness:** The Vendor's ability to deliver the required services on time and in accordance with the Scope of Work.

4. Cost: Costs will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP.

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.

IX. CONTRACT AWARD

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.

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.

X. CONTRACT TERM

The term of the contract will be for a one (1) year period from the date of the Notice of Award. There will be no option to renew this contract.

XI. 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. Offerors may not deem the entire proposal proprietary. Attachment A provides a place to identify any proprietary information. If no proprietary information is included in the proposal, the Offeror shall mark the appropriate box on Attachment B and return the document with the submission of proposal materials.

XII. VENDOR INVOICING

Upon completion of the work, vendor shall submit an invoice for final payment no later than June 1, 2014.



ATTACHMENT A. 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

Check this box if there are none.

**This document must be completed & returned with proposal submission.*



ATTACHMENT B: 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 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.

****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 & returned with proposal submission.*



ATTACHMENT C: 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.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. 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 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.

3.) 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.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER 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: _____

****This form must be completed & returned with your proposal documents.****



**ATTACHMENT D.
CITY OF HARRISONBURG, VA
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: _____