



**CITY OF HARRISONBURG
DEPARTMENT OF FINANCE
AND PURCHASING
345 SOUTH MAIN STREET
HARRISONBURG, VA 22801**

REQUEST FOR PROPOSAL (RFP) COVER PAGE

ISSUE DATE: May 22, 2015	REQUEST FOR PROPOSAL NUMBER: 2015050-FD-P	FOR: Architectural & Engineering Services for Fire Station Renovation
DEPARTMENT: Fire Department	DATE/TIME OF CLOSING: June 15, 2015 at 3:00 pm local time	CONTRACT ADMINISTRATOR: Fire Chief Larry Shifflett
DATE/TIME LAST DAY FOR QUESTIONS: June 8, 2015 at 12:00pm (noon) local time	DATE/TIME PRE-PROPOSAL MEETING: June 2, 2015 at 2:00 pm local time	PRE-PROPOSAL MEETING MANDATORY: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

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.

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Office, 345 South Main Street, 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.

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____

Address: _____ Federal Employer Identification #: _____

_____ State Corporation Commission #: _____

Contact Name: _____ Contact Email Address: _____

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

VENDOR'S LEGALLY AUTHORIZED SIGNATURE

DATE

PRINT NAME

TITLE

Please take a moment to let us know how you found out about this Request for Proposal (RFP) – Check one:

City of Harrisonburg Website eVA Website Bid Room (Please List) _____

The Daily News Record Newspaper Notified by City Directly Posted on Municipal Building bulletin board

Other (Please List) _____

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

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1.0. PURPOSE:

The City of Harrisonburg, Virginia (City) is soliciting qualified, interested firms to submit sealed proposals for Architectural and Engineering services (Firm) for the design of the renovation to the City of Harrisonburg Fire Station 1 project. The fire station is located at 80 Maryland Avenue, Harrisonburg, VA 22801. The project will entail a complete redesign of the interior of the building to meet the needs of the fire department personnel assigned to the station, as well as bringing the space in compliance with current building code regulations.

Requested Scope of Work includes Design Services (Schematic Design (SD) Phase, Design Development (DD) Phase, and Construction Document (CD) Phase), Pre-Construction Services, Construction Administration, and Project Inspection Services.

The City will host a pre-proposal meeting, which will be located at Harrisonburg Fire Station 1 for this RFP to further explain the Scope of Work and intent.

2.0. SCOPE OF WORK:

The City of Harrisonburg's Fire Station 1, is a two story structure located at 80 Maryland Avenue in Harrisonburg, Virginia and was built in 1970. The City wishes to renovate the interior of the working and living areas. The total area is approximately 6,000 sq ft (4,500 sq ft downstairs and 1,500 sq ft upstairs). The interior working and living area of this fire station were originally designed for two personnel per day assigned to the station. Currently there are seven to ten personnel utilizing this working and living area daily. The working and living areas are used for work spaces.

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

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

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

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

- Further development of the approved final Schematic Design.
- Begin to layout and plan for the mechanical, electrical, plumbing, structural, architectural, and site components of the renovation. Plans shall include all required demolition of existing space and address any items that require special attention.
- Continue to meet with Fire Department Staff throughout this phase to garner input on the design and materials being selected.
- Prepare presentation for Fire Department Staff at the end of this phase that will explain the renovation project and the design assumptions made.
- Prepare final Design Development plans and cost estimate for review and approval by the City.

Construction Document Phase – Shall include but is not limited to the following:

- Preparation of the final design based on the approved Design Development plans.

- Preparation of all required specifications, construction details, material lists, and design plans.
- Continue to meet with Fire Department Staff throughout this phase to garner input on the final design components.
- Prepare final Construction Documents, which will include construction plans, specifications, demolition plans and all required bid documents.

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

- Conduct Pre-Bid meeting on behalf of the City. This meeting shall be mandatory for any perspective bidders, and will include a presentation that will provide the bidders with a general overview of the scope of the project.
- Prepare answers to any bid Requests for Clarifications, and make any required adjustments to the plans as needed.
- Following the opening of bids, provide the City with an award recommendation based on the bids received.

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

- Conduct progress meetings on behalf of the City during the construction phase of the project.
- Review and respond to any Requests for Information submitted by the contractor, and make any required adjustments to the plans as needed.
- Provide review and recommendations for all contractor submitted Change Orders.

The scope of the renovation project shall be as follows:

- Renovation to first floor of the Fire Station
- Renovation to second floor of the Fire Station
- New apparatus bay garage doors
- Replacement of emergency generator
- Replacement of the roof of the Fire station
- Reroute and upgrade floor drain system throughout the Fire Station

3.0 MANDATORY PRE-PROPOSAL MEETING:

A mandatory pre-proposal meeting will be held on **Tuesday, June 2, 2015, beginning at 2:00 pm local time.** Offeror's are asked to meet at Fire Station #1, 80 Maryland Ave, Harrisonburg, VA 22801. The initial meeting will commence in the upstairs meeting room in this building.

A list of questions and answers will be generated from the meeting and be posted as an addendum along with the sign-in sheets to the City's website (www.harrisonburgva.gov/bids-proposals) and also on eVA (www.eva.virginia.gov).

4.0. INSTRUCTIONS TO OFFERORS:

4.1 Questions related to the RFP or request for clarification must be in writing and directed to:

Ms. Pat Hilliard, CPPB
 Procurement Manager
 Fax: (540) 432-7778
 E-mail: 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 June 8, 2015 at 12:00pm (noon) local time. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

- 4.2 All proposals must be in an opaque, sealed envelope or box and clearly marked: "**Sealed Proposal: A&E Services for Fire Station Renovation RFP # 2015050-FD-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.

Offerors shall provide three (3) identical paper copies and one (1) identical electronic copy (on CD or thumb drive) of the proposal documents. Electronic copy must be identical to the hard copy. If the proposal contains proprietary information, offerors shall provide an electronic copy clearly marked "**REDACTED COPY**". All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

- 4.3 Proposal documents shall be mailed or hand-delivered to:

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

Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted.

*PLEASE NOTE: The City of Harrisonburg Municipal Building (345 South Main Street) is currently undergoing construction around the facility. Parking options tend to be congested throughout the day. It is recommended to park on the North side of the building in visitor parking (follow signs). Please take this into account when submitting your bid/proposal document and give yourself enough time to park and take your bid/proposal to the correct office for acceptance.

- 4.4 Proposals shall be received no later than **Monday June 15, 2015 at 3:00pm, local time**. Any proposals received after this date and time will not be accepted. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.
- 4.5 Clearly identified proprietary information will not be disclosed during the selection process. Attachment B provides a place to identify any proprietary information.
- 4.6 Modification/Withdrawal of Proposal; Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals.
- 4.7 The RFP response shall be organized in the following order:
- Signed Cover Page
 - Cover Letter / Executive Summary

- Table of Contents
- Scope of Work
- Team Organization Chart
- Full size copies of DPOR supporting registration/licensing documentation for each firm (including that of each pertinent branch office)
- Full size copies of DPOR registration certificate for Key Personnel
- SCC Form (Attachment A)
- Proprietary Information (Attachment B)
- Insurance Form (Attachment C)
- Certification regarding Debarment (Attachment D)
- Exceptions to Terms & Conditions (Attachment E)
- Signed Addenda (if applicable)
- City of Harrisonburg Business License if awarded the contract

4.8 Any business entity other than a professional corporation, professional limited liability company or sole proprietorship that does not employ other individuals for which licensing is required must be registered in the Commonwealth of Virginia with the Department of Professional & Occupational Regulation (DPOR), Virginia Board for Architects, Professional Engineers, Land Surveyors and Landscape Architects (<http://www.state.va.us/dpor>). Board regulations require that all professional corporations and business entities that have branch offices located in Virginia which offer or render any professional services relating to the professions regulated by the Board be registered with the Board. Registration involves completing the required application and submitting the required registration fee for each and every branch office location in the Commonwealth. All branch offices, which offer or render any professional service, must have at least one full-time resident professional in responsible charge who is licensed in the profession offered or rendered at each branch. All firms involved that are to provide professional services must meet these criteria prior to submitting a proposal to the City of Harrisonburg. Individual engineers shall meet the requirements of Chapter 4, Title 54.1 of the Code of Virginia.

4.8.1 The offeror awarded the contract shall obtain a City of Harrisonburg Business License before executing contract.

5.0. PROPOSAL REQUIREMENTS

The City of Harrisonburg reserves the right to accept or reject any and all proposals, to waive any informalities or irregularities, and to accept a proposal which is deemed to be in the best interest of the City.

Responses should be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities to satisfy the requirements of this request. Each respondent should provide concise, easily identifiable responses to items identified in the evaluation criteria of the RFP.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

6.0. TENTATIVE SCHEDULE:

DESCRIPTION	DATE
Receipt of proposals for architectural and engineering services	June 15, 2015 @ 3:00 pm
Evaluation of written proposals	June 16-26, 2015
Interviews of firms selected	June 29 – July 10, 2015
Selection of architectural and engineering firm	By July 24, 2015
Plans are completed and construction cost estimates are complete	To Be Announced
Completion of construction	To Be Announced

7.0. EVALUATION CRITERIA:

Proposals shall be evaluated based on the criteria listed hereunder. Each firm shall respond to evaluation criteria in a concise and easily identifiable manner. Information and/or factors gathered during interviews, discussions and/or negotiations also shall be utilized in the final selection decision. The minimum selection criteria shall be:

- 7.1 Priority assigned to the project and current workload of the firm with particular reference to personnel and other resources being proposed. Ability to complete the required work within City time constraints.
- 7.2 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.
- 7.3 Qualifications of Staff.

This section shall include resumes of key individuals who would be involved in the project. Resumes should adequately describe individual's educational background and specific area(s) of experience and expertise, especially with regard to the project at hand. Areas of expertise shall include:

- Architectural
- Electrical Engineering
- Mechanical Engineering
- Structural Engineering
- Civil Engineering

- 7.4 Past performance record and relevant experience.

- List all similar projects completed by the firm in the past 5 years.

- References – show names, addresses and telephone numbers.
 - Quality of work, timeliness, diligence, ability to meet budget constraints. Past cost performance, project scheduling performance and general overall completion on time of past projects.
- 7.5 Please indicate, by executing and returning the attached Certification Regarding Debarment forms (Attachment E), if your firm, sub-consultant, subcontractor, or any person associated therewith in the capacity of owner, partner, director, officer or any position involving the administration of Federal or State funds:
- 7.6
- Is currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any local, state or federal agency.
 - Has been suspended, debarred, voluntarily excluded or determined ineligible by any local, state or federal agency within the past 3 years.
 - Does have a proposed debarment pending; or has been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.
- 7.7 Any of the above conditions will not necessarily result in denial of award, but will be considered in determining offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in Federal criminal prosecution or administrative sanctions.
- 7.8 Compliance with contractual terms. List any Exceptions to Terms on Attachment E.

EVALUATION CRITERIA	ASSIGNED WEIGHT
1. Priority	15%
2. Understanding of the Work	20%
3. Qualifications of Staff	25%
4. Past Performance/References	10%
5. Financial Responsibility	10%
6. Compliance with Contractual Terms	20%
TOTAL WEIGHT	100%

8.0. SELECTION PROCESS:

The review committee may engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence and experience, to provide the required services for this project. **Cost information is not to be submitted with the proposal.** however, “non-binding cost estimates” will be requested and considered at the discussion stage for those firms selected for interviews. Methods to be utilized in arriving at price for services may also be discussed. The offerors may be requested to make an oral presentation to the committee to explain their proposal and answer questions

At the conclusion of discussions and on the basis of evaluation factors as stated in the Request for Proposals and information developed in the selection process, the review committee shall develop a final ranking of the proposals/offerors. Negotiations shall be conducted beginning with the offeror ranked first for the project. If a

contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to the offeror. Otherwise, negotiations conducted with the offeror deemed first shall be formally terminated and negotiations conducted with the offeror deemed second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the City determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The contract document will incorporate by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

The City is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous or otherwise debrief any Offeror.

9.0. CONTRACT TERM:

Contract term shall begin immediately after contract signatures are executed through the project bid phase or as otherwise negotiated.

10.0. INSURANCE REQUIREMENTS:

Refer to Attachment C

11.0. PAYMENT TERMS:

The firm shall submit invoices at the completion of tasks and submission of deliverables; such statement to include a detailed breakdown of all charges for that deliverable.

All invoices shall be forwarded to the following address:

City of Harrisonburg Fire Dept
Public Safety Building
Attn: Larry Shifflett
101 North Main St
Harrisonburg, VA 22802

12.0. GENERAL TERMS AND CONDITIONS (6-20-13):

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.

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>.



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 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 form must be completed & returned with proposal submission.***



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.



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

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 bid documents.****

Attachment D: CERTIFICATION REGARDING DEBARMENT

PRIMARY COVERED TRANSACTIONS

(To be completed by a Prime Consultant)

Project: _____

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; and have not been convicted of any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property.
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1)b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

**This form MUST be completed and returned with your proposal submission documents.*

Attachment D: CERTIFICATION REGARDING DEBARMENT

LOWER TIER COVERED TRANSACTIONS

(To be completed by a Sub-consultant)

Project: _____

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The undersigned makes the foregoing statements to be filed with the proposal submitted on behalf of the offeror for contracts to be let by the Commonwealth Transportation Board.

Signature

Date

Title

Name of Firm

**This form MUST be completed and returned with your proposal submission documents.*



ATTACHMENT E: NOTICE OF EXCEPTIONS

Comments and exceptions substantially altering the terms and conditions will not be considered after conclusion of the proposal process and the award of a contract. Failure to submit this attachment with a bid proposal will be interpreted by the City as the offeror's acceptance of the terms and conditions provided herein.

List exceptions to any portions of RFP (General Terms & Conditions & Special Terms & Conditions):

Check this box if there are none.



**ATTACHMENT F.
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:

#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: _____

**Note: This form is just for reference and is not required to be submitted with your Proposal.*