



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

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

Quotations - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the quotation is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

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

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

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Request for Quotation 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.

\*This document must be completed & returned with quotation submission.

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*\*Indicates documents that must be completed & returned with quotation submission.*

## **I. SCOPE OF SERVICES**

The purpose of this Request for Quotation (RFQ) is to enter into a short term contract from October 1, 2014 through June 30, 2015 with a licensed, qualified firm(s) for the provision of employee medical services for the City of Harrisonburg.

The required services shall include, but not be limited to, pre-employment physicals, school bus driver's physician certificate, exam for commercial driver fitness determination, and fitness for duty. The City adheres to U.S. Department of Transportation (DOT) medical standards only for CDL fitness determination, not agency recommendations. All offerors for CDL physicals must be listed on the National Registry of Certified Medical Examiners, as certified by the U.S. Department of Transportation Federal Motor Carrier Safety Administration.

The City of Harrisonburg manages a workforce of approximately 730 employees responsible for providing government services to our citizens. It is anticipated that approximately 100 employees will be serviced annually in some capacity under the resulting contract. This is just an estimate not a guaranteed number.

A. The Offeror(s) primary responsibilities are listed below:

1. Provide medical services operation on an "as needed" basis, minimally between the hours of 7:00am and 5:00 pm Monday through Friday. Some operational hours after 5:00 pm preferred. The offeror should have the flexibility of performing services after hours when needed. The offeror should have the ability to schedule employee/patient follow up appointments, as needed.
2. Organize, coordinate and supervise professional aspects of the Medical Services Program in cooperation with the designated department representatives.
3. Comply with all City, State and Federal laws and regulations regarding the provision of medical services. Legal references for this document are listed in Attachment A.
4. Offeror(s) shall include in the Quotation a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the City.
5. Offeror must have an office location within thirty (30) minutes normal driving distance from the Harrisonburg City Municipal Building (located at 345 South Main Street, Harrisonburg, VA 22801).

## **II. SERVICES TO BE PERFORMED**

### **A. Pre-employment Medical Examinations**

Prior to beginning work assignment, the applicant may be required to undergo a medical examination.

1. Transportation Department

- a. School Bus Driver Requirement: Pre-employment School Bus Driver's Application for Physician's Certificate, Form EB.001, as Revised. This form is required under the provision of Section 22.1-178 of the Code of Virginia and Regulations of the Board of Education. Sample Form Attachment D.
- b. Pre-employment and as required for CDL drivers: Medical Examination Report for Commercial Driver Fitness Determination, Form 649-F, as Revised. Employees must meet standards in 49 CFR 391.41 for a 2 year certificate. Driver may be qualified with monitoring required for 3 months, 6 months, 1 year or other timeframe. Drivers may be temporarily disqualified due to a condition or medications and may be required to return for follow up appointments. Sample Form Attachment D.
- c. Non-CDL physical exams, as-needed.

2. Public Works, Public Utilities & Parks & Recreation

- a. Pre-employment and as required for CDL drivers: Medical Examination Report for Commercial Driver Fitness Determination, Form 649-F, as Revised. Employees must meet standards in 49 CFR 391.41 for a 2 year certificate. Driver may be qualified with monitoring required for 3 months, 6 months, 1 year or other timeframe. Driver's may be temporarily disqualified due to a condition or medications and may be required to return for follow up appointments. Sample Form Attachment D.
- b. Non-CDL physical exams, as-needed.

**B. Periodic Medical Examinations for CDL Holders (multiple departments) & School Bus Drivers**

1. Periodic Medical Examinations for CDL Drivers: Annual School Bus Driver's Application for Physician's Certificate, Form EB.001, as Revised. This form is required under the provision of Section 22.1-178 of the Code of Virginia and Regulations of the Board of Education. Sample Form Attachment D.
2. Periodic Medical Examinations for School Bus Drivers: Medical Examination Report for Commercial Driver Fitness Determination, Form 649-F, as Revised. Employees must meet standards in 49 CFR 391.41 for a 2 year certificate. Driver may be qualified with monitoring required for 3 months, 6 months, 1 year or other timeframe. Drivers may be temporarily disqualified due to a condition or medications and may be required to return for follow up appointments. Sample Form Attachment D.

**C. Fitness for Duty**

A Fitness for Duty exam is a medical examination of a current employee to determine whether the employee is physically or psychologically able to perform their essential job functions based on their job description or to determine if the employee poses a direct threat to his or her own safety or the safety of others. If any follow up visits are necessary after the initial visit, the employee must be seen by the same medical personnel.

1. Offeror shall examine employees and make recommendations regarding the employee's:
  - a. Ability to perform duties of their current position;
  - b. Possibility and restrictions for employees to return to duty;
  - c. Verify return to work orders from employees' private physicians.

## D. Optional

1. The City may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Quotation as mutually agreed to at a price mutually agreed upon. The change must be approved by the Human Resource Director and a Contract Addendum issued by the Procurement Manager to change the contract.
2. May include, but not limited to:
  - a. Asbestos Testing
  - b. Audiometric Testing
  - c. Hazardous Materials Exposure Testing
  - d. Blood borne Pathogen Exposure Testing

## III. CONSULTING SERVICES

The Contractor's staff, including physicians, must be available for consultation with the City of Harrisonburg staff on an as-needed basis between 8:00am and 5:00pm local time, Monday through Friday.

## IV. INSTRUCTIONS FOR RESPONSE TO REQUEST FOR QUOTATION

All quotations must be clearly marked "**Request for Quotation: Medical Services RFQ #: 2015008-HR-Q.**" Quotes shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, or individual). All expenses for making quote to the City shall be borne by the offeror.

Offeror shall provide five (5) paper copies of the requested documents and quote. Quotes shall be mailed or hand-delivered to the Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801. Office hours are Monday through Friday, 8:00am to 5:00pm. Completed quotes may also be faxed with a cover sheet to the Purchasing Office at 540-432-7778 or may be emailed to [Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov).

Quotes will be accepted up until **Friday, September 19, 2014 at 3:00pm local time**. Any quotes received after this date and time may not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The offeror has the sole responsibility to have the quote received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

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

It is the offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Quotation. Offeror(s) are cautioned that organization of their response, as well as thoroughness is critical to the City's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

## V. AWARD CRITERIA

In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. The format of each response to the RFQ must contain the following elements, organized as the Offeror may deem appropriate:

A. **Experience and Qualifications of the Firm:** Experience in providing occupational health medical services required by Sections I & II of this RFQ. Includes:

1. Company philosophy, history and areas of expertise.
2. Numbers and types of medical and administrative staff, facilities and locations.
3. A description of what each facility provides.
4. Laboratory license number;

B. **Contract Management Plan:** Offeror(s) shall provide sufficient and detailed information to outline their plan. Responses shall include, but not be limited to, the following:

1. Internal quality assurance program, to ensure that requirements are met.
2. Description of who will do what (roles of project personnel).
3. Demonstrated ability to respond in a timely manner to requests for services. Quality and completeness of services to be provided, including operational plans for scheduled services.

Should vendor be offered a contract as a result of this RFQ, copies of all internal forms used to perform this contract will be required to be given to the Human Resources Director upon notification of award.

C. **Experience and Qualifications of Personnel:** Provide qualifications, certifications, licenses, specialized expertise information, specific years of occupational health experience for the personnel that will be assigned to provide services under the contract. Responses to include, but not limited to, the following:

1. Nurses, other technicians
2. Physicians

The personnel named in the technical proposal shall remain responsible throughout the period of this contract. Successful offeror shall notify in writing, the City's Human Resources Director of any personnel changes during the term of this contract.

As part of the response to this RFQ, offeror must provide a point of contact person to serve as facilitator of this contract and act as liaison between the City and the successful offeror. The response must include name, title, phone number and email address of the individual assigned to this duty.

D. **References:** This section of the Offeror's proposal should:

1. List or describe representative clients currently served focusing on clients similar in size and complexity to the City.
2. Provide the current name, address, and telephone number of at least three (3) specific references (preferably local government) the company has served either currently or in the past two years; preferably those where one or more of the project team provided the same or similar services as requested herein.
3. Each reference should indicate the scope of services provided to each referenced client.

#### **E. Cost Proposal**

Offerors shall complete and return with quotation a copy of Attachment F: Cost Proposal. Prices listed shall be firm and binding and shall include all costs associated with performing that service.

No services for which an additional cost or fee will be charged by the contractor shall be furnished without the prior written authorization of the Harrisonburg City Procurement Manager.

#### **VI. CONTRACT AWARD & CONTRACT TERM**

The contract with the successful offeror shall commence on October 1, 2014 and run through June 30, 2015. There shall be no option to renew at the end of the contract term. No price increases shall be allowed during the term of the contract.

Awards made in response to this RFQ will be made to the highest qualified offeror whose quotation is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the RFQ. The Procurement Manager reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all quotations and to waive any informality in quotations received whenever such rejection or waiver is in the best interest of the City. Award may be made to as many offeror(s) as deemed necessary to fulfill the anticipated requirements of the City of Harrisonburg. The City reserves the right to award two (2) primary contracts under this RFQ. The Procurement Manager also reserves the right to reject the quotation of an offeror deemed to be non-responsible.

The City reserves the right to arrange for discussions with any offeror(s) for the purpose of obtaining additional information or clarification.

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

#### **VII. QUESTIONS**

For questions related to this Request for Quotation, contact Ms. Pat Hilliard, the City's Procurement Manager via email at [Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov). Questions must be in writing.

## VIII. INSURANCE

As part of the quotation submission, offerors shall complete and return a signed copy of the City's Insurance Form (Attachment E).

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

The City's General Terms and Conditions are listed in Attachment B of this Request for Quotation document. Submission of a quotation signifies the offeror has read the terms in its entirety and has agreed to the General Terms and Conditions set forth.

## X. SPECIAL TERMS & CONDITIONS

A. INDEMNIFICATION: The provider (Indemnitor), in consideration of the City of Harrisonburg, (Indemnitee) do hereby release and forever discharge Indemnitee from any and all claims, demands, actions, or causes of action, of any kind whatsoever which we might have, or could hereafter have on account of or in any way growing out of personal injuries and property damages which may result at any time. In addition, Indemnitor hereby covenants and agrees to, and does hereby, indemnify and save Indemnitee harmless from and against any and all claims for death, injury or property damage which may occur upon the aforesaid property, to any persons whomsoever or entities whatsoever while the property is in the possession of or being used by the Indemnitor.

No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the City Procurement Manager and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

B. DATA SOURCES: The City will provide the contractor all available data possessed by the City that relates to this contract. However, the contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating City data.

C. SAFEGUARDS OF INFORMATION: Unless approved in writing by the City Procurement Manager, the contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the contractor under the final contract.

D. ACCESS TO AND INSPECTION OF WORK: The Harrisonburg City Procurement Manager and using departments/agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

E. TERMINATION FOR CONVENIENCE: A contract may be terminated in whole or in part by the City in accordance with this clause whenever the City Procurement Manager shall determine that

such a termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

F. **TERMINATION OF CONTRACT FOR CAUSE**: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

G. **HIPAA REGULATION & RELEASE OF INFORMATION**: The Contractor shall comply with all HIPAA regulations in performing services and obtain information and documentation necessary from the employee so the Contractor may release the necessary medical information with the City.

## **XI. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES**

The Federal Transportation Administration (FTA) Clauses are listed in Attachment C of this Request for Quotation document. Submission of a quotation signifies the offeror has read the terms in its entirety and has agreed to the FTA Clauses set forth.

In the event of conflict, the Federal Clauses of this contract shall take precedence over the General Terms and Conditions and over any Special Terms and Conditions.

## **XII.REPORTS AND INVOICING**

The examining physician shall report results all examinations and tests to the applicant/employee and the City's Human Resources Department. The examining physician shall refer any employee/applicant whose results indicate a need for further evaluation and/or follow-up to his/her personal physician. If the applicant/employee does not have a personal physician, the Offerer(s) may suggest appropriate providers. The City of Harrisonburg does not endorse specific referrals, and the applicant/employee is responsible for payment for such follow-up.

The Contractor must separately invoice the City of Harrisonburg Department of Public Transportation and all other invoices will be sent to the Department of Human Resources. Invoices for all users of the contract must meet the City requirements, unless otherwise indicated. The Contractor must send an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

- Employee name;
- Date of test, examination or evaluation;
- The type of test, examination or evaluation required; and,
- The itemized cost for each employee.

The City must receive the monthly invoices by the 10th of each month following the month the

Contractor(s) provided the service. Billing is to be separated by type of service.

Mail monthly invoices for the Harrisonburg Department of Public Transportation by the 10th of the month to:

City of Harrisonburg Department of Public Transportation  
Attn: Kara Bare  
475 East Washington Street  
Harrisonburg, VA 22802

Mail monthly invoices for all other departments by the 10th of the month to:

City of Harrisonburg Human Resources  
Attn: Karen Musselman  
345 South Main Street, Room, Second Floor  
Harrisonburg, Virginia 22801

The City is exempt from the payment of any Virginia sales tax.

## **ATTACHMENT A: LEGAL REFERENCES**

### **STANDARD**

8VAC20-70-280. Requirements for school bus drivers both for employment and continued employment

<http://leg1.state.va.us/cgi-bin/legp504.exe?000+reg+8VAC20-70-280>

### **OPTIONAL**

Asbestos Testing in accordance with current 29 CFR 1910.1001

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=9995](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9995)

Audiometric Testing in accordance with requirements of the current 29 CFR 1910.95

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=standards&p\\_id=9735](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=9735)

Hazardous Materials Surveillance testing in accordance with NIOSH/OSHA/-EPA regulations and recommendations under 29 CFR Parts 1900-1910 with particular attention to Part 1910.134, Respirator Protection

[http://edocket.access.gpo.gov/cfr\\_2001/julqtr/pdf/29cfr1910.134.pdf](http://edocket.access.gpo.gov/cfr_2001/julqtr/pdf/29cfr1910.134.pdf)

Bloodborne Pathogens, 29 CFR Part 1910.1030

[http://www.osha.gov/pls/oshaweb/owadisp.show\\_document?p\\_table=STANDARDS&p\\_id=10051](http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051)

**ATTACHMENT B: 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](http://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 C: FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSE  
REQUIREMENTS**

Harrisonburg Department of Public Transportation, HDPT, is responsible for ensuring full and open competition and equitable treatment of all potential sources in the procurement process. HDPT is also responsible for planning, solicitation, award, administration and documentation of all federally funded contracts.

As a recipient of federal funds, HDPT is required to comply with federal statutes and regulations applicable to their project or particular contract.

Because bids and offers can at times be ambiguous, in its solicitation documents, the Recipient reserves the right to request additional information before making an award. The Recipient also reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that the Recipient finds ambiguous.

In order to ensure compliance with applicable federal guidelines and requirements, the CONTRACTOR shall adhere to appropriate federal requirements.

The CONTRACTOR, \_\_\_\_\_, agrees to abide by the following FTA clauses.

Sign:\_\_\_\_\_

Date:\_\_\_\_\_

***\*This document must be completed & returned with quotation submission.\****

**FTA Contract Clause Requirements (1-10)**

**Third party contract clauses are required for this contract per FTA Circular 4220.1F, 11/01/2008, Revised, 04/14/2009. Signature of the cover page verifies bidders have read and will comply with the required federal clauses identified below. Federal Clauses take precedence over City of Harrisonburg General Terms and Conditions.**

1. No Federal Government Obligations to Third-Parties
2. Program fraud and false or fraudulent statements and related acts
3. Access to records
4. Federal changes
5. Civil Rights (EEO, Title VI, & ADA)
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of FTA Terms
8. Termination Provisions
9. Energy Conservation
10. Privacy Act

## 1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.  
**49 CFR Part 31 18 U.S.C. 1001**  
**49 U.S.C. 5307**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 3. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

**18 CFR 18.36 (i)**  
**49 CFR 633.17**

Access to Records. Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**4. FEDERAL CHANGES**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**5. CIVIL RIGHTS REQUIREMENTS**

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for

employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## 6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

### 49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .1%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Harrisonburg deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Harrisonburg. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City of Harrisonburg, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Harrisonburg.

## 7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

### [FTA Circular 4220.1F](#)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Harrisonburg requests which would cause the City of Harrisonburg to be in violation of the FTA terms and conditions.

## 8. TERMINATION PROVISIONS

49 U.S.C.Part 18

### [FTA Circular 4220.1F](#)

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

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver

supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Harrisonburg may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

**Opportunity to Cure (General Provision)** The City of Harrisonburg in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Harrisonburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City of Harrisonburg setting forth the nature of said breach or default, the City of Harrisonburg shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Harrisonburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach** In the event that the City of Harrisonburg elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Harrisonburg shall not limit the City of Harrisonburg's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Harrisonburg may terminate this contract for default. The City of Harrisonburg shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

## 9. ENERGY CONSERVATION

42 U.S.C. 6321 et seq.  
49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 10. PRIVACY ACT

##### **5 U.S.C. 552**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **ATTACHMENT D: FORMS**

Medical Examination Report for Commercial Driver Fitness Determination  
Form 649-F. Employees must meet standards in 49 CFR 391.41  
<http://www.fmcsa.dot.gov/documents/safetyprograms/medical-Report.pdf>

School Bus Driver's Application for Physician's Certificate, Form EB.001 (Rev. 9-12)  
[http://www.doe.virginia.gov/support/transportation/resources/forms/bus\\_driver\\_physical.pdf](http://www.doe.virginia.gov/support/transportation/resources/forms/bus_driver_physical.pdf)

**ATTACHMENT E: INSURANCE REQUIREMENTS FORM**

By signing and submitting a bid or proposal the contractor/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 Medical Malpractice coverage with limits of \$1,000,000. 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/OFFEROR STATEMENT**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Print)*

Name of Firm: \_\_\_\_\_

***\*This document must be completed & returned with quotation submission.\****

**ATTACHMENT F: COST PROPOSAL**

Submit prices only for the services which you are proposing.

COST	SERVICE DESCRIPTION
Pre-Employment Services	
\$	School Bus Driver’s Physician Certificate (Form EB.001)
\$	Exam for Commercial Driver Fitness Determination Form 649-F (6045)
\$	Non-CDL Physical Examinations, as-needed
Periodic Medical Examinations	
\$	School Bus Driver’s Physician Certificate (Form EB.001)
\$	Exam for Commercial Driver Fitness Determination Form 649-F (6045)
Fitness for Duty	
\$	Fitness for Duty Examination
Optional Services	
\$	Asbestos Testing
\$	Audiometric Testing
\$	Hazardous Materials Exposure Testing
\$	Blood Borne Pathogen Exposure Testing
Other Services Offered by Vendor (Optional):	
\$	
\$	
\$	
\$	

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print)

Name of Firm: \_\_\_\_\_

*\*This document must be completed & returned with quotation submission.\**