



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street

Harrisonburg, VA 22801

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

\*\*A MANDATORY PRE-PROPOSAL MEETING WILL BE HELD ON OCTOBER 27, 2014 BEGINNING AT 8:30AM\*\*

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

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

\_\_\_\_\_

Federal Employer Identification # :

\_\_\_\_\_

State Corporation Commission #:

E-mail:

\_\_\_\_\_

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

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

Vendor's Legally Authorized Signature

Date

Print Name

Title

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

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

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

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*\*Denotes documents that must be completed & returned with proposal submission*

## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) by the City of Harrisonburg, Virginia (City) is to solicit sealed proposals from qualified Offerors to provide inspection, testing and maintenance of fire suppression/sprinkler systems, fire sprinkler and domestic backflow preventers, one fire pump and yard hydrants.

It is the intent to award a contract no later than November 2014.

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

## **II. SCOPE OF WORK**

The City is seeking qualified vendors who can demonstrate competence and possess the ability and experience necessary to provide inspection, testing and maintenance of fire suppression/sprinkler systems, fire sprinkler and domestic backflow preventers, one fire pump, yard hydrants and irrigation backflow preventers.

### **A. Definitions**

Most recent versions of:

1. DPOR – Department of Professional and Occupational Regulations
2. FDC – Fire Department Connection
3. VSFPC – Virginia State Fire Prevention Code
4. LAHJ – Local Authorities Having Jurisdiction
5. NFPA – National Fire Protection Association
6. NICET – National Institute for Certification in Engineering Technology
7. VCC – Virginia Construction Code

### **B. Services to be Performed**

The vendor will provide testing, inspections, preventive maintenance, and repair services for the following systems:

- Fire Suppression/Sprinkler
- Fire Sprinkler Backflow Preventers
- Domestic Backflow Preventers
- Fire Pump
- Yard Hydrants
- Irrigation Backflow Preventers

In order to ensure minimal downtime caused by equipment malfunction, the vendor, when notified or requested, shall respond on site within two (2) hours from the time the call is received by the Vendor for emergency repair service. Unless otherwise indicated, vendor will respond within forty-eight (48) hours after receiving a request for normal

repair services by providing a technician at the appropriate location. The City will notify the vendor when emergency service is required. After award, the City will provide to the vendor a list of personnel authorized to request service.

It is the vendor's responsibility to contact the Local Authorities Having Jurisdiction (LAHJ) to ensure adherence to all applicable and current codes and requirements. For the purposes of this RFP, the LAHJ shall be the Fire Marshal or his designee for Fire Protection Systems. For the purposes of this RFP, the LAHJ shall be the Building Official or his designee, for all backflow prevention devices and yard hydrants.

The vendor shall furnish all materials, labor, equipment, maintenance, supervision and related incidental work to provide inspection, testing and maintenance of fire suppression/sprinkler systems, fire sprinkler and domestic backflow preventers, one fire pump, yard hydrants and irrigation backflow preventers. Service activities include, but are not limited to, the following: monitoring, technical support, inspections, testing, maintenance, product/systems support, informal training or review equipment operations and controls.

#### C. Schedule of Work

Vendor shall work with City to setup schedule for each building or location the work (inspection, maintenance, etc.) will take place. A minimum of one (1) week advance notice will be required to be given to the Contract Administrator prior to the work being performed. Vendor will coordinate with Contract Administrator to secure a date and time to perform the work.

#### D. Building Locations

A listing of all City buildings and their corresponding addresses has been made available as *Attachment I* of this document. Please note that this list does not include City vehicles, buses, equipment or other City property. New locations/equipment may be added at any point during the term of this contract and any subsequent renewals. Any location/equipment may be removed from this contract at any point in time, should it be deemed in the best interest of the City.

#### E. Documentation Tags

All documentation tags shall be the vendor's official company tag only. No generic tags will be accepted. Sizes and locations of devices will be on the master list provided by the vendor each year.

#### F. Inspection & Service Reports

Such reports shall be completed for every regular inspection and service call provided by the vendor. The reports shall indicate the date of inspection or the service provided, and the location of the service. This report shall note any further repairs required on the

equipment serviced. The City must approve all repair work before work begins. The legible report shall be signed by City representatives where services were provided. Once the annual inspection or contracted services are complete, the vendor shall have not more than two (2) business days to send report to the Contract Administrator and the LAHJ.

#### G. Requirements

1. All work in this section shall be in accordance with the latest version of the following:
  - NFPA 13 for Sprinkler Systems
  - NFPA 14 for Standpipe and Hose Systems
  - NFPA 15 for Fixed Water Spray and Sprinkler Systems
  - NFPA 25 for Inspection, Testing & Maintenance of Water Based Systems
  - City of Harrisonburg Cross Connection & Backflow Prevention Control Program
  - Virginia Uniform Statewide Building Code
  - Virginia Maintenance Code
  - City of Harrisonburg Charter & Code

2. Fire Sprinkler Systems Requirements

Inspections are to be performed meeting the quarterly and annual requirements of the latest version of NFPA 25. Vendors shall provide in their proposal what they will do and when it will be done to meet these requirements.

3. Fire Sprinkler and Domestic Backflow Devices Requirements

Vendor shall be required to test all backflow devices annually according to the latest version of City of Harrisonburg Cross Connection/Backflow Prevention Control Plan for the buildings listed in *Attachment I* of the RFP document.

4. Fire Pump Requirements

Inspections are to be performed meeting the quarterly and annual requirements of the latest version of NFPA 25. Vendors shall provide in their proposal what they will do and when it will be done to meet these requirements.

5. Yard Hydrant Requirements

Inspections are to be performed meeting the annual requirements of the Virginia Uniform Statewide Building Code, Virginia Maintenance Code, and the City's Cross Connection and Backflow Prevention Control Program. A copy of the City's Cross Connection & Backflow Prevention Control Program may be found on the City's website at: <http://www.harrisonburgva.gov/backflow-prevention-device>. An exact count of the City's yard hydrants is not available at this time.

## 6. Irrigation Backflow Preventer Requirements

Vendor shall be required to test all backflow devices annually according to the latest version of City of Harrisonburg Cross Connection/Backflow Prevention Control Plan for the buildings listed in *Attachment I* of the RFP document. A copy of the City's Cross Connection & Backflow Prevention Control Program may be found on the City's website at: <http://www.harrisonburgva.gov/backflow-prevention-device>. An exact count of the City's irrigation backflow preventer devices is not available at this time.

### H. Inventory of Current Devices

*Attachment I* provides a current systems' inventory of buildings to be covered under this section. No inventory is available currently for the City's yard hydrants.

### I. Cost Effective Decision Making

The vendor shall be responsible for ensuring that cost effective decisions are made when servicing a unit. The vendor shall provide a detailed estimate of any repair work before proceeding. In such cases, the vendor shall consult with the Contract Administrator and recommend the best solution for the City before proceeding.

### J. Vendor's Qualifications

1. The vendor shall have technically qualified staff and be capable of performing required work in accordance to all federal, state and local regulations. The vendor shall comply with all applicable sections of the latest edition of the National Fire Protection Association (NFPA), including but not limited to sections thirteen (13), fourteen (14), fifteen (15) and twenty five (25). Vendors are also expected to comply with the latest edition of the Virginia Statewide Building Code, Virginia Statewide Fire Prevention Code, the City of Harrisonburg Cross Connection/Backflow Prevention Control Program, and the Virginia Maintenance Code.
2. The vendor shall have all required certifications for requested services and maintain all certifications over the life of the contract. The vendor shall staff employees for this contract who have a minimum of three (3) years experience in the inspection, testing, and maintenance of life safety systems, and shall provide a list of all company employees who would perform the services outlined in this RFP, their role in the contract, their professional certifications, licensing, and a description of their relevant industry experience. Should there be a change in staff during the term of this contract, vendor shall notify Contract Administrator and provide copies of certifications and licenses for new staff member prior to the staff member being allowed on City premises and performing any City inspections.

3. The vendor shall provide a description of prior experiences with the various systems included in the contract in settings similar to the City's within the last three (3) years and no less than four (4) references to support that experience (*Attachment G*).

### III. MANDATORY PRE-PROPOSAL MEETING & SCHEDULE

A mandatory pre-proposal meeting will be held on **October 27, 2014, beginning at 8:30am local time**. Vendors are asked to meet at City of Harrisonburg Public Transportation Administration Building, located at 475 E. Washington Street, Harrisonburg, VA 22802. The initial meeting will commence in the large conference room in this building—follow the signs to the visitor's entrance. A tour of City facilities will follow, please allow enough time in your schedule to visit all listed City locations. The tour will be conducted by the Contract Administrator. Vendors are encouraged to bring a copy of the RFP document and any questions they may have related to such.

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](http://www.harrisonburgva.gov/bids-proposals)) and also on eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)).

Tentative tour schedule:

Time*	Building	Tour Facilitator
8:30am	Department of Public Transportation Administration	Adam Wright
	Department of Public Transportation Central Garage	Adam Wright
9:30am	Lucy F. Simms Continuing Education Center	Stephanie Howard
10:15am	Fire Department Station 3	Mike Landis
10:45am	Public Safety Building	Nelson Dean
11:45am	BREAK FOR LUNCH	N/A
1:00pm	Municipal Building	Ron Schuett
	Hardesty Higgins House	Ron Schuett
2:00pm	Community Activities Center	Ed Steele
2:45pm	First Tee	Randy Combs
3:30pm	Central Stores Warehouse	Jeffrey Moyer

*\*all times listed are approximate*

### IV. INSURANCE REQUIREMENTS

Vendors shall review and complete the attached Insurance Requirements Form (*Attachment C*) and return with proposal submission.

## **V. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES & MINORITY STATUS OF BUSINESS OWNERSHIP**

Vendors shall review and complete the attached Federal Transportation Administration (FTA) Clauses as well as the Minority Status of Business Ownership Form and return requested copies with proposal submission (*Attachments E & F*).

## **VI. INVOICING**

Vendor shall invoice the City after work is completed. Invoices and reports shall be sent to the Contract Manager and shall show detail of work completed, listing each City Building location separately.

## **VII. PROPOSAL REQUIREMENTS**

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm and subconsultants to perform the work required in the Scope of Work (*Section II*).

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal.

The Offeror is asked to address each evaluation criteria contained in *Section XI. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services.

A. The Offeror should include in their proposal the following:

1. A completed Proposal Cover Sheet which is the first page of this RFP.
2. Table of contents. All pages are to be numbered.
3. Executive Summary: This part of the response to the RFP should be limited to a brief narrative highlighting the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. Please include a statement regarding your firm's interest and ability to provide services as required by this RFP. Executive Summary is to be provided on company letterhead signed

by a person with the corporate authority to enter into any contract which results from the RFP.

4. Proposal – the Proposal submitted by Offeror shall include at a minimum, the following:
  - a. Scope of Services: This section should include a full description of the product(s), services and methodology offered by your company that meet the City’s detailed Scope of Work requirements. Vendor shall include their understanding of and experience with the current Virginia Construction Code, National Fire Prevention Code, and the Virginia State Fire Prevention Code and applicable National Fire Protection Association codes.
  - b. Business Information: The vendor shall include a history of the firm, including number of customers in business and size of the firm. This also includes the location of the head office and any branch offices. Contractor shall have a minimum of three (3) years’ experience in providing the requested products or services. This information shall be provided in the appropriate section of *Attachment G*.
  - c. Experience: The vendor shall provide a description of prior experiences with the various systems included in the contract in settings similar to the City’s within the last three (3) years and no less than four (4) references to support that experience. This information shall be provided in the appropriate section of *Attachment G*.
  - d. Capability/Skill: Describe the qualifications and skills of the vendor to provide each of the required services listed in the Scope of Work. Vendor shall provide evidence that the firm has the resources and personnel available to respond to and fulfill the two (2) hour emergency response time for services.
  - e. Employees: Provide a list of all company employees who would perform the services outlined in this RFP, their role in the contract, their professional certifications, licensing, and a description of their relevant industry experience. This information shall be provided in the appropriate section of *Attachment G*.
5. Vendor shall complete and return the Cost Proposal (*Attachment D*). Prices shall be given for the entire scope of work and listed by individual facility, as specified in the attachment.
6. The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal. Additional

services should be provided with cost listed as well as details and description of the offering.

7. The Offeror shall include signed copies of any and all addenda to the RFP.
8. The Offeror shall complete, and include with their proposal, the State Corporation Commission (SCC) Form (*Attachment B*).
9. The Offeror shall complete, and include with their proposal, the Proprietary/Confidential Information Identification Form (*Attachment A*). The Offeror shall identify any proprietary information contained in their proposal. If no proprietary information is included in the proposal, the Offeror shall mark the appropriate box on the form.
10. The Offeror shall complete, and include with their proposal, the Insurance Requirements Form (*Attachment C*).
11. The Offeror shall complete and include with their proposal, the Federal Transportation Administration (FTA) Clauses and Minority Status of Business Ownership Form (*Attachments E & F*).

## **VIII. 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 ITBs AND RFPs**

1. (For Invitation For Bids(ITB):) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals(RFP):) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

## **IX. INSTRUCTIONS TO OFFERORS**

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Sprinkler and Backflow Preventer Inspections RFP, RFP#: 2015012-PT-P**”. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide **one (1) paper copy and one (1) IDENTICAL digital copy (on CD or thumb drive)** of the proposal documents. Proposal documents 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. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **Friday, November 14, 2014 at 3:00pm local time**. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

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

\*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.

## **X. QUESTIONS**

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email ([Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov)) or by fax (540-432-7778). 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](http://www.harrisonburgva.gov/bids-proposals) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). All questions must be received no later than **Friday, November 7, 2014 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.

## **XI. PROPOSAL EVALUATION CRITERIA**

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a below/meets/exceeds scale, using the following minimum selection criteria:

- 1. Responsibility:** The capability, in all respects, to perform fully the contract requirements, the moral and business integrity and reliability which will assure good faith performance as required by the specifications contained herein, including vendor references. *(35 Points)*
- 2. Experience:** Experience by the firm in performing the services required. *(30 Points)*
- 3. Cost:** Cost will not be the sole deciding factor in the selection process, but will be considered in the case of this RFP. *(20 Points)*
- 4. Responsiveness:** The degree to which the vendor has responded to the purpose and scope of work and conformance in all respects to this RFP. *(15 Points)*

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City.

## **XII. CONTRACT TERM**

The resulting contract will have an initial three (3) year term. The City reserves the right to renew the contract(s) for two (2) additional one (1) year terms if negotiated pricing is agreeable to both parties. Prices shall remain firm for the first term of the contract; however, this shall not preclude the contractor from offering firm prices for a longer term.

For the term of the Contract, pricing for all services will be no greater than the prices quoted in the Contractor's Proposal submission. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Contract Administrator must be given immediate benefit of such lower prices and rates.

At the end of the initial three (3) year term, price shall remain constant for any subsequent terms unless vendor provides substantial written justification for the requested price increase. A contract price for any subsequent terms shall be mutually agreed upon by both the City and the Contractor.

## **XIII. AWARD OF CONTRACT**

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Once the selection has been made as to which Offeror will be awarded the contract, the Procurement Manager will post a Notice of Award on the City's website at [www.harrisonburgva.gov/bid-proposal-award-notifications](http://www.harrisonburgva.gov/bid-proposal-award-notifications) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov).

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Successful Offeror shall contact the Commissioner's Office to obtain proper business licensing for the City of Harrisonburg, if it does not already possess (540-432-7707).

The City desires to award to one qualified vendor for all services.

## **XIV. EXCEPTIONS TO THE RFP**

All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP. Any exceptions from the RFP guidelines, requirements and

specifications shall be clearly identified in this section and must be submitted in writing. Written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the City, and the description of the advantages or disadvantages to the City as a result of exceptions. All exceptions must be submitted by the due date of the proposal. The City, at its sole discretion, may reject any exceptions or specifications within the proposal. Vendor should not incorporate by reference its entire, standard contract document.

All exceptions must be identified in *Attachment H* and be approved before the contract is signed or they are considered non-binding. Any exceptions from the RFP requirements that are being included within the proposal submission will require a written notice to be included in the proposal. This written notice in no way authorizes the proposed exception or exceptions without a written acknowledgment from the City. These exceptions notices must be brought to the attention of the City by the requestor of the exceptions. The City reserves the right to approve or deny any and all exceptions from the RFP requirement. Once the contract has been signed by both parties no exceptions will be considered without City approval.

#### **XV. INSPECTION SCHEDULE & DEVICE LISTING**

The successful vendor shall provide via email, a current inventory and inspection schedule for all devices associated with this contract. The list shall include the device, any details about it, the specific location of the device and the inspection schedule for the device (past and future). The inventory and inspection schedule spreadsheet shall be in Microsoft Excel format and submitted to the Contract Administrator. This inventory must be provided within one (1) year from date of contract award. Vendor shall update the listing as necessary and provide an updated copy regularly to the Contract Administrator.



**ATTACHMENT A. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM**

Name of Firm/Offeror: \_\_\_\_\_

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

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

Check this box if there are none.

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



**ATTACHMENT B. STATE CORPORATION COMMISSION (SCC)  
FORM**

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

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_

**-OR-**

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

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

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

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

**Title:** \_\_\_\_\_

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

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



## ATTACHMENT C. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

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

### BIDDER/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 proposal submission.***



**ATTACHMENT D. SAMPLE STANDARD CONTRACT RFP**

This Contract entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

dated: \_\_\_\_\_

If applicable, any Official City Addenda:

#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.*



## ATTACHMENT E. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES

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.

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

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

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### 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. Suspension and Debarment

## 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.

(1) Records of Grantees and Subgrantees. FTA, DOT Office of Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any books, documents, papers, or other records of the grantee which are pertinent to the grant, in order to perform audits, or make examinations, excerpts, or transcripts.

(2) Expiration of Right of Access. The right of access in this section is not limited to the required retention period but continues as long as the records are retained.

Contract Records. The retention period for all required contract records commences after the grantees or subgrantees make final payments, and all other pending matters are closed (49 CFR 18.36(i)(11)).

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. SUSPENSION AND DEBARMENT

**49 CFR Part 29**  
**Executive Order 12549**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:**

The certification in this clause is a material representation of fact relied upon by the City of Harrisonburg. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Harrisonburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



## ATTACHMENT F: MINORITY STATUS OF BUSINESS OWNERSHIP

### Minority Status of Business Ownership Bidders List Information

The City of Harrisonburg Department of Public Transportation must maintain a Bidders List with information about the minority status of firms bidding on/receiving contracts/purchases with the City. Please identify your business below, and then complete the Bidders List minority status and income information about your business, by checking on the applicable line. Information provided will be confidential, and will be used only by the City of Harrisonburg to maintain bidders' records as required per 49 CFR Part 26.11.

Name of Business: \_\_\_\_\_

City/State of Business Location: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Age of Business (years), Since Establishment: \_\_\_\_\_

1. Business Owned (51% or more) by a minority? \_\_\_\_ Yes \_\_\_\_ No

(Minorities include: Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration.)

2. Is business certified as a Disadvantaged Business Enterprise? \_\_\_\_ Yes \_\_\_\_ No

If yes, when was the business certified, and by which agency? \_\_\_\_\_

Annual Gross Income of Business

\_\_\_\_ Less than \$500,000

\_\_\_\_ \$500,000 to \$1 million

\_\_\_\_ \$1 million to \$2 million

\_\_\_\_ \$2 million to \$5 million

\_\_\_\_ \$5 million to \$10 million

\_\_\_\_ \$10 million to \$15 million

\_\_\_\_ \$15 million to \$19.5 million

\_\_\_\_ \$19.5 million or above

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



**ATTACHMENT G. VENDOR DATA & REFERENCE SHEET**

The following information is required as part of your response to this solicitation. If additional space is required to complete this form, vendor may attach additional sheets to this form and submit.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy full all of the contractual requirements. Additionally, completion and submission of this form certifies that I have been in business for a minimum of three (3) years with experience in the specific product or service industry being contracted.

2. **Vendor's Primary Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service.

Years: \_\_\_\_\_ Months: \_\_\_\_\_

4. **Additional Business Information:**

Number of Customers: \_\_\_\_\_ Size of Firm: \_\_\_\_\_

Head Office Address: \_\_\_\_\_

Branch Office Addresses (closest 3): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. **Prior Experience:** Describe your prior experience within the last three (3) years with the specific product or service being contracted:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Indicate below a listing of at least four (4) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

- A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_
- B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_
- C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_
- D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

7. Employees: Indicate below all company employees who would perform the services outlined in this RFP, their role in the contract, their professional certifications, licensing, and a description of their relevant industry experience. Please note that a copy of all licensures and certificates are expected to be submitted with your proposal submission.

- A. Employee: \_\_\_\_\_ Role: \_\_\_\_\_  
Professional Certifications/Licensure: \_\_\_\_\_  
Experience: \_\_\_\_\_
- B. Employee: \_\_\_\_\_ Role: \_\_\_\_\_  
Professional Certifications/Licensure: \_\_\_\_\_  
Experience: \_\_\_\_\_
- C. Employee: \_\_\_\_\_ Role: \_\_\_\_\_  
Professional Certifications/Licensure: \_\_\_\_\_  
Experience: \_\_\_\_\_
- D. Employee: \_\_\_\_\_ Role: \_\_\_\_\_  
Professional Certifications/Licensure: \_\_\_\_\_  
Experience: \_\_\_\_\_

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



## ATTACHMENT I. COST PROPOSAL

This document will be posted separately from the main RFP document. It will be posted in MS Excel format to assist Offerors in calculating their Cost Proposal. The document can be found with the RFP posting on the City's website at [www.harrisonburgva.gov/bids-proposals](http://www.harrisonburgva.gov/bids-proposals) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov).