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I. INTRODUCTION

The purpose of this Request for Proposal (RFP) by the City of Harrisonburg, Virginia (City) is to solicit sealed proposals from licensed, qualified firms (Offeror) for the provision of employee medical services. Interested Offerors may submit a proposal for as many or as few of the requested services as they wish.

II. BACKGROUND

The City of Harrisonburg was established in 1780 and was named for Thomas Harrison, who donated the land for the Rockingham County Court House, which became the permanent county seat of Rockingham County in 1781. The City was incorporated in 1849 and was proclaimed a city of the first class in April 1990. It now encompasses 17.3 square miles and serves a population of approximately 51,200. The City of Harrisonburg manages a workforce of approximately 790 employees responsible for providing government services to our citizens.

It is the policy of the City that applicants to whom a conditional offer of employment has been extended, and current employees, may be required to undergo medical tests, procedures, or examinations whenever management determines that these are necessary for the safe or efficient operation of the organization.

The City adheres to U.S. Department of Transportation (DOT) medical standards only for Commercial Driver's License (CDL) fitness determination, not agency or Offeror 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 Omnibus Transportation Employee Testing Act of 1991 requires drug and alcohol testing of employees performing safety-sensitive duties which will include approximately 225 employees of the City of Harrisonburg. The City shall require job applicants and current employees to take an appropriate test(s) to determine the presence of drugs, narcotics, or alcohol, as necessary.

The City has established an alcohol and controlled testing program. All new employees are expected to participate in a pre-employment/post-offer drug screening. Additionally, the City has applied the safety-sensitive designation to non-mandated employees (approximately 300 employees). The overall goal of this program is to ensure safe and drug-free public utilities, public works, public safety, child-care and transportation environments, and to attract and maintain a work force that is free of alcohol and controlled substances.

Employees may be subject to testing in the following situations:

- Pre-employment/post-offer
- Reasonable Suspicion/Cause
- Return-to-work
- Follow-up
- Post-Accident
- Random

III. SCOPE OF SERVICES

The Scope of Services is organized into sections based on the Offeror's primary responsibilities and expectations, overall needs of the City including items needed by multiple departments, and then each department has its own section for specific needs related to their department.

A. OFFEROR'S GENERAL RESPONSIBILITIES

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 to 5:00pm, Monday through Friday. Extended operational hours before 7:00am and/or after 5:00pm and weekend hours are highly preferred for drug and alcohol testing. The Offeror should have the flexibility of performing services after hours when needed. If the extended hours are not possible, then Offeror shall notate in their proposal submission how they intend to compensate for the extended hours (i.e. BAT rentals, etc.).
2. The Offeror shall have the ability to schedule employee/patient follow-up appointments, as needed.
3. Provide full service drug and alcohol testing and Medical Review Officer (MRO) services. Training, assistance and the supply of necessary equipment for off-site collections, as needed.
4. Organize, coordinate and supervise professional aspects of the medical services contract in cooperation with the designated department representatives.
5. Examine employees and make recommendations regarding the employee's:
 - a. Ability to perform duties of their current position (Fitness-for-duty);
 - b. Possibility and restrictions for employees to Return-to-work;
 - c. Verify return-to-work orders from employees' private physicians.
6. Comply with all City, State and Federal laws and regulations regarding the provision of medical services. Legal references and resources for this document are listed in Attachment J.
7. Offeror(s) shall include in their proposal 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.

8. Offeror must have a facility located within thirty (30) minutes normal driving distance from the Harrisonburg City Hall Building (located at 409 South Main Street, Harrisonburg, VA 22801).

B. DRUG TESTING

The Offeror will provide drug testing services for City employees. The Offeror must have the ability to provide facilities for unobserved and observed drug testing and be capable of performing the services listed below:

1. Ability to design and manage random drug testing programs that comply with city or federal requirements from the Department of Transportation (DOT) or Non-DOT, as well as the Federal Transportation Administration (FTA) and the Federal Motor Carrier Safety Administration (FMCSA), including:
 - a. Random selection monthly generation report using appropriate software program;
 - b. Convenient sites for specimen collection;
 - c. Forensic laboratory analysis;
 - d. Chain of custody and laboratory procedures;
 - e. MRO services;
 - f. MRO follow-up with employees testing positive;
 - g. Records maintenance and statistical reports that comply with state and federal regulations.
2. Provide pre-employment, random, post-accident, reasonable suspicion, return-to-work and follow-up testing that comply with city or federal guidelines.
3. Provide an electronic database of employees in the various pools and testing programs along with their test results. The Offeror must be capable of transmitting and receiving drug testing information electronically. Access of data via a secured website connection is desirable.
4. The Offeror(s) must provide delivery of the results of the drug tests within the time limits specified in the final contract. The Contractor(s) must provide test results to each program administrator or his/her designees.
5. Approved Laboratory and Tests to be performed for Drug Testing:
 - a. The Offeror(s) must meet all federal requirements and guidelines established by the following entities:
 - Substance Abuse and Mental Health Services Administration (SAMHSA)

- Department of Health and Human Services (HHS), and
- National Laboratory Certification Program (NLCP).

The Offeror(s) must use an initial screen for drugs as well as a gas chromatography/mass spectrometry confirmation of positive tests, only.

Five panel testing for CDL holders. The certified laboratory will test for the following five drugs or classes of drugs: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites and phencyclidine (PCP). Cut-off levels for drug panels will be those established by DOT. Split specimen collection services shall also be provided.

- b. The Offeror must follow guidelines established for the City of Harrisonburg Drug Testing Program and follow guidelines established by the Department of Health and Human Services (HHS) certified laboratory.

The Offeror(s) must use an initial screen for drugs as well as a gas chromatography/mass spectrometry confirmation of positive tests, only.

Ten panel testing for Non-DOT. The certified laboratory will test for the following drugs or classes of drugs: marijuana, phencyclidine, amphetamines, cocaine, opiates, barbiturates, benzodiazepines, methadone, methaqualone, and propoxyphene. Cut-off levels for drug panels will be those established by industry standards for non-DOT panels. Split specimen collection services shall also be provided.

C. PRE-PLACEMENT/BASELINE & PERIODIC MEDICAL EXAMINATIONS

Prior to work assignment, the applicant may undergo a medical examination. The periodic examination will include some or all of the following components as specified by employee category detailed below:

1. Specific protocols for each employee category are detailed below.
 - a. **All Departments**
 - Pre-Employment / Post Offer drug testing only
 - 5 panel DOT
 - 10 panel Non-DOT
 - b. **Emergency Communications Center (ECC)**

- Pre-Placement/Post-Offer Physical
- c. **Police Department - Pre-Placement/Post-Offer**
- Physical assessment
 - Pulmonary Function Test
 - Questionnaire Review
 - Vision Check
 - Electrocardiogram (EKG)
 - Tuberculosis screening with Purified Protein Derivative (PPD) skin test
 - Chest X-ray (Posterioranterior, or PA, wherever possible)
 - Audiogram
 - Lab work: cholesterol, liver function, CPK, Kidney function, CBC and urinalysis – 50 years old and older also include Prostateic Specific Antigen (PSA)
- d. **Fire Department - Pre-placement/Post-Offer and Annual/Periodic**
- Medical evaluations to determine suitability of candidate based on the most current version of the National Fire Protection Association (NFPA) Standards. ([NFPA 1582](#))
- Medical History, including Family History
 - Occupational History Physical Examination
 - Blood Tests
 - CBC with differential, RBC indices and morphology, and platelet count
 - Electrolytes (NA, K, CL, HCO₃ or CO₂)
 - Renal Function (BUN, creatinine)
 - Glucose
 - Liver function tests (ALT, AST, total or direct and indirect bilirubin alkaline phosphatase)
 - Total cholesterol, HDL, LDL, lipid rations and triglycerides
 - PSA after age 40 for positive family history, or otherwise clinically indicated; after age 50 for all other male members
 - Complete Urinalysis
 - Audiogram
 - Pulmonary Function Test
 - Chest x-ray PA and Lateral
 - Treadmill Stress Test, as indicated by physician if necessary.
 - Tuberculosis screening with PPD skin test
 - Initial Hepatitis C Anti-Body Test
 - EKG

e. **Transportation Department**

- School Bus Driver Requirement: Pre-placement and 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 K.
- Pre-placement 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 K.

f. **Public Works**

- Pre-placement 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 K.

D. BREATH-ALCOHOL TESTING

The Offeror(s) will provide alcohol testing services for approximately 75 employees annually. The Offeror(s) must be able to provide breath alcohol testing and be capable of performing the following services:

1. Design and manage a random alcohol testing program that complies with federal requirements for DOT testing, including:
 - a. Random selection by computer;
 - b. Establish a private testing area to prevent unauthorized people from hearing or seeing test results;
 - c. Use only a DOT approved Evidential Breath Testing (EBT) device
 - d. Maintenance and statistical reports that comply with state and federal regulations
 - e. Provide BAT training and supplies if needed

2. Report any result of 0.02 or greater immediately to the designated Program Manager or his or her designee. The Program Manager for the Public Transportation Department shall be the Director of the Public Transportation Department. The Program Manager for the rest of the City departments shall be the Director of Human Resources.
3. Comply with all federal and state requirements pertaining equipment and staff. Provide the City of Harrisonburg designated Program Managers with the following:
 - a. Records pertaining to the calibration, inspection, and maintenance of each EBT;
 - b. Records of the training and proficiency testing of each BAT (Breath Alcohol Technician; and
 - c. Log books required by section DOT.

E. SPECIAL EXAMINATION, TESTING & TRAINING

1. All examinations shall be performed in accordance with employee's exposure and current regulations:
 - Asbestos Testing in accordance with current 29 CFR 1910.1001
 - Audiometric Testing in accordance with requirements of the current 29 CFR 1910.95.
 - 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
 - Post-exposure evaluation and follow-up in accordance with current occupational exposure to the current Bloodborne Pathogens, 29 CFR Part 1910.1030

F. CONTROL/PREVENTION OF BLOODBORNE DISEASE

1. Emergency Response Teams and employees who handle potentially infectious materials may be at risk of exposure to the human immunodeficiency virus (HIV) and the Hepatitis B virus (HBV). In accordance with current 29 CFR Part 1910.1030, Occupational Exposure to Bloodborne Pathogens, these workers may be offered education, training and the Hepatitis B vaccination series, as well as post-exposure evaluation and follow-up of an exposure incident. Hepatitis vaccinations and protocols for HIV/HBV post-exposure incidents must be in accordance with U.S. Public Health Service recommendations.

G. FITNESS-FOR-DUTY/RETURN-TO-WORK CLEARANCE

1. After an absence from work due to a non-work-related injury or treatment,

an employee may be required to obtain clearance from an examining physician for return-to-work. Additionally, the City may require a physical examination for an employee related to his/her ability to perform the required duties of the position.

A fitness for duty clearance after an employee completes alcohol or controlled substance treatment requires approval from a Substance Abuse Professional (SAP).

2. The examining physician shall review medical records, a copy of the classification specification/job descriptions and any supplemental documents provided and provide/complete a written statement on the employee's abilities/limitations regarding the essential job functions. The employee must provide a medical release and may be required to furnish medical records from his/her treating physician. If the examining physician indicates that additional tests would be necessary to determine if an employee may return to work, or be able to continue in their current capacity, City of Harrisonburg will determine on a case-by-case basis if those tests will be covered under this contract.

H. EXAMINATION FREQUENCY

Periodic medical monitoring will be scheduled based on the employee's job requirements.

I. MEDICAL REPORTS

1. Reports to Applicant / Employee:
 - a. The examining physician shall report results of the examination to the applicant/employee. 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 Offeror(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.
2. Reports to the City of Harrisonburg:

Each report/log listed below shall be sent to the respective Program Manager for the respective department(s) or his or her designee. See above Section III., D., 2. for information regarding Program Managers.

- a. At a minimum, the Offeror shall provide a Drug Audit Log once every six (6) months. The Drug Audit Log shall include:

- The Exam Date
- Employee ID
- Test Results
- Testing Reason
- Type of Test Administered (5 Panel or 10 Panel testing)

The Drug Audit Log shall also include the following information for Post Offer (pre-employment) and Accident or Unsafe Practice testing:

- The number of positive tests
- The number of negative tests
- The number of refused tests
- The number of adulterated tests
- The number of substituted tests
- The number of cancelled tests
- The number of pending tests
- The number of invalid tests

Each of the testing categories shall be totaled for the report.

b. At a minimum, the Offeror shall provide a Breath Alcohol Testing Summary once every six (6) months. The Breath Alcohol Summary shall include:

- Type of Test
- Results of test ≥ 0.02 but < 0.04
- Results of test ≥ 0.04
- Total of tests administered

c. Annualized Laboratory Testing Results. This information should be shared directly from the laboratory utilized by the Offeror and should include the following totaled information:

- Pre-employment testing
- Random testing
- Return-To-Work testing
- Post-Accident Testing
- Reasonable Suspicion/Cause Testing
- Follow-Up Testing
- Specimens Reported Negative
- Number of Negative and Dilute Specimens
- Number of Specimens reported as rejected due to:
 - Fatal Flaws
 - Uncorrected Flaw

- Adulterated Specimens
- Substituted Specimens
- Number of invalid results
- Number of specimens reporting positive for each element of either the 5 panel test or the 10 panel test administered.

J. CONSULTING SERVICES

The Contractor's staff, including MROs and physicians, must be available for consultation with the City of Harrisonburg staff on an as-needed basis between 8:00 AM and 5:00 PM, Eastern Standard Time, Monday through Friday. The chosen contractor will be expected to provide all necessary documentation regarding staff credentials with proposal submission.

K. OTHER SERVICES

In the event City of Harrisonburg staff is operating motor vehicles outside of the City on official City business, i.e., school field trips or transporting vehicles, and urine or breath tests are needed, the Contractor(s) must be able to arrange for and provide urine/breath specimen gathering services outside of the local area within eight (8) hours of notification by the City's Administrators. The local area for this purpose is defined as a 100 miles from the City of Harrisonburg.

The Offeror may submit information on additional services they offer and would recommend to the City in addition to the services listed in this RFP.

IV. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this solicitation.

V. TECHNICAL PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm for provision of medical services.

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

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. 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. 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.

The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror(s) may deem appropriate:

TAB 1	<ul style="list-style-type: none"> • Cover Sheet (first page of this RFP), completed; • Table of Contents – all pages are to be numbered; • Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
TAB 2	EXPERIENCE & QUALIFICATIONS OF FIRM <ul style="list-style-type: none"> • Attachment L. References List
TAB 3	CONTRACT MANAGEMENT PLAN
TAB 4	EXPERIENCE & QUALIFICATIONS OF PERSONNEL
TAB 5	REQUIRED FORMS <ul style="list-style-type: none"> • Attachment B. Proprietary/Confidential Information Identification Form • Attachment C. State Corporation Commission (SCC) Form • Attachment D. Insurance Requirements Form • Attachment F. Federal Transportation Administration (FTA) Clauses • Attachment G. System for Award Management (SAM) Form • Attachment H. Minority Status of Business Ownership Form • Attachment I. Non-Collusion Affidavit
TAB 6	Addenda , signed (if any)
TAB 7	Other Services (<i>optional</i>)
(SEPARATE)	Cost Proposal (*Bound & sent in separate envelope, submitted with proposal) <ul style="list-style-type: none"> • Attachment M. Cost Proposal

Below are the items that should be covered in each of the above-listed TAB sections:

- A. TAB 2: EXPERIENCE & QUALIFICATIONS OF FIRM:**
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. Average number of annual occupational health medical examinations provided during the last three years;
5. Laboratory license number;
6. Substance Abuse and Mental Health Services (SAMHSA)/Health and Human Services (HHS) certification;
7. Evidence Breath Testing (EBT) and Breath Alcohol Technician (BAT) certifications
8. MRO certifications
9. Attachment L. References List

B. TAB 3: CONTRACT MANAGEMENT PLAN:

1. Internal quality assurance program, including staff background checks, to ensure that requirements are met.
2. Description of who will do what (roles of project personnel), including organizational and functional charts reflecting line of management responsibility.
3. Description of occupational therapy protocols, including interfaces to third party insurance carriers, Virginia Workers' Compensation officials, and client managers, employees and attorneys.
4. Description of equipment and laboratories (including name, location, and licensure) to be used for examinations and testing described in the Scope of Work.
5. Description of services available to respond to hazardous materials and/or bloodborne pathogen exposure.
6. Description of internal substance abuse policy and procedures.
7. Copies of all internal forms used to perform this contract.
8. Demonstrated ability to respond in a timely manner to requests for services. Quality and completeness of services to be provided, including operational plans for service provision, both scheduled services and 24 hour services as required in the Scope of Services.

C. TAB 4: EXPERIENCE & QUALIFICATIONS OF PERSONNEL:

1. Project Manager
2. Medical Director
3. Medical Review Officer
4. Nurses, other technicians
5. Physical/Occupational Therapy Personnel
6. Case Manager
7. Physicians

Note: The personnel named in the proposal will remain responsible throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Contract Administrator.

D. TAB 7: OTHER SERVICES (optional):

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.

E. IDENTIFICATION OF PROPRIETARY/CONFIDENTIAL INFORMATION

Offerors shall identify any and all proprietary and/or confidential information in Attachment B. If any proprietary and/or confidential information is identified, the Offeror is required to submit one (1) additional redacted hard copy and one (1) additional redacted electronic copy of their proposal submission.

VI. COST PROPOSAL REQUIREMENTS

***NOTE: THIS SECTION SHOULD BE BOUND & SENT IN A SEPARATE ENVELOPE FROM THE TECHNICAL PROPOSAL. IT SHOULD BE SUBMITTED ALONG WITH THE TECHNICAL PROPOSAL.**

Information must be fully supported by data adequate to establish the reasonableness of the proposed fee.

The Offeror(s) should explain and provide details of any conditions which might increase or reduce the cost of the proposed services.

The detailed basis for the proposed cost of these services, such as per hour cost or professional time, travel, data processing, forms, printing, or other expenses should be included in your proposed cost.

Best and final negotiated prices submitted shall be valid for a period of ninety (90) calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

VII. INSURANCE REQUIREMENTS

Offerors shall complete and return with their proposal Attachment D. Insurance Requirements Form.

VIII. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JUNE 2013)

Offerors shall review and take into consideration all aspects of the City's General Terms and Conditions listed in Attachment A.

IX. INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Medical Services RFP 2016004-HR-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 three (3) identical paper copies and one (1) identical electronic copy (on CD or thumb drive) of the proposal documents. Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 409 South Main Street, Third Floor, 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 **November 19, 2015 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.

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) or by fax (540-432-7779). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City’s website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **November 12, 2015 at 12:00pm (noon) local time**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

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. Capabilities and Skill

Including, but not limited to: background information, size and location of the office that will serve the City of Harrisonburg employees, Offeror’s qualifications to perform the services, qualifications and resumes of team members and other employees who will be managing and performing the services under this contract, average appointment time, lab result turnaround time, time between request for appointment and actual appointment time, and availability.

2. Services to be Provided

Including, but not limited to: Offeror's understanding of the scope of services to be provided under this contract, best practice approaches to providing services to the City that enhance efficiency and effectiveness.

3. References

4. Required Certifications and/or Licensure, Experience & Qualifications

5. Ability to Follow Directions

The Offerors' ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Offerors' ability to follow instructions should they receive an award as a result of this solicitation. Any Contract between the City and an Awarded Vendor requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of the City evaluators is implicit in this process.

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. Non-binding cost estimates may be part of the discussion.

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. The City reserves the right to waive any informality in any proposal.

At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. The City will pick in the order of preference from two or more offeror(s) whose professional qualifications and proposed services are deemed most meritorious.

XII. 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 and also on eVA at www.eva.virginia.gov.

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

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

The City reserves the right to award a contract(s) to as many Offeror(s) as deemed necessary to fulfill the anticipated requirements of the City of Harrisonburg.

XIII. CONTRACT TERM

The subsequent contract will be a firm-fixed price contract for an initial five (5) year term with the anticipated contract(s) start date of January 1, 2016. The fee(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The City shall have the option to renew the contract for two (2) additional one (1) year terms. Changes in cost for year six (6) and seven (7) renewals will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request.

XIV. ORDER OF PRECEDENCE

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

XV. 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.

XVI. ACCESS TO & INSPECTION OF WORK

The City Procurement Manager and using departments will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

XVII. ADDITIONAL GOODS & SERVICES

The City may acquire other goods or services that the supplier provides than those specifically solicited. The City reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract. The City also reserves the right to remove, discontinue or cancel any goods and/or services under this contract at any time.

XVIII. PROJECT AUDITS

The contractor shall maintain books, records and documents of all costs and data in support of the services provided. The City or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:

- A. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
- B. In the event of a disagreement between the contractor and the City on the amount due the Contractor under the terms of this contract;
- C. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the contractor's efficiency or effectiveness under this contract; and,
- D. If it becomes necessary to determine the City's rights and the contractor's obligations under the Contract or to ascertain facts relative to any claim against the contractor that may result in a charge against the City.

These provisions for an audit shall give the City unlimited access during normal working hours to the contractor's books and records under the conditions stated above.

Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the City for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the City, all its books, records, documents and other evidence bearing on the costs and expenses of the services relating to the work.

The City's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require the same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

Should the contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the City's rights, the contractor shall be liable to the City for all reasonable costs, expenses and attorney's fees which the City may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to the City from said persons under this clause. Such audit may be conducted by the City or its authorized representative.

XIX. REPORTS & INVOICING

The contractor must maintain all records in compliance with federal and state regulations.

The contractor must provide a usage report and an itemized invoice to each Program Manager by the 10th of each month. Invoices for all users of the contract must meet the City requirements, unless otherwise indicated. All invoices shall include:

- Employee name;
- Identifying the City and the individual department (in accordance with established protocols) as requesting the examination or evaluation;
- Date of examination or evaluation
- The type of test, examination or evaluation required; and,
- The itemized cost for each employee.

The contractor(s) must submit to each program manager, monthly usage reports and an annual tabulated report, for invoicing purposes.

In addition, the contractor will provide the City with a monthly and year-to-date utilization report which lists all tests, examinations and evaluations performed by employee name, frequency and amount billed. Billing is to be separated by employee department and also by type of service.

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

The City will pay the contractor on monthly basis upon completion, acceptance, and approval by the City of each task.

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

City of Harrisonburg Department of Public Transportation
Attn: Accounts Payable
475 East Washington Street
Harrisonburg, VA 22802

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

City of Harrisonburg Human Resources
Attn: Accounts Payable
409 South Main Street, Third Floor
Harrisonburg, Virginia 22801



ATTACHMENT A. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JUNE 2013)

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

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

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement

can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that

will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.



ATTACHMENT B. 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.

Note: If proprietary/confidential information is identified, Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested.

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



ATTACHMENT C. 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. **Attach opinion of legal council to this form.**

****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 City 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 D. 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 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 proposal submission.***



ATTACHMENT E. 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: By: _____ CITY OF HARRISONBURG, OWNER: By: _____
Title: _____ Title: _____

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



ATTACHMENT F. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES

Third party contract clauses are required per FTA Circular 4220.1F, 11/01/2008, Revised, 04/14/2009.

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.

FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD

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.

ACCESS TO THIRD PARTY CONTRACT RECORDS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

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).

CHANGES TO FEDERAL REQUIREMENTS

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.

TERMINATION

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.

CIVIL RIGHTS (TITLE VI, EEO, ADA)

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.

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.

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.

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.

RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION

49 CFR Part 18
FTA Circular 4220.1F

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Harrisonburg's attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by HDPT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between HDPT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which HDPT is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by HDPT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to

report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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.

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



ATTACHMENT G. SYSTEM FOR AWARD MANAGEMENT (SAM) FORM

WHAT IS SAM?

The **System for Award Management** (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the link provided below. User guides and webinars are available under the Help tab. You must have an active registration in SAM to participate in this procurement.

<https://www.sam.gov/portal/SAM/#1>

System for Award Management – [SAM] registration information:

The undersigned Offeror:

is registered in SAM – provide DUNS Number _____

is in process of registering in SAM - provide DUNS Number _____

Signature: _____ Date: _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

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



ATTACHMENT H. MINORITY STATUS OF BUSINESS OWNERSHIP FORM

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 I. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the bidder or a partner of the bidder, or an officer or employee of the bidding corporation with authority to sign on its behalf;
- (2) That the attached bid or bids have been arrived at by the bidder and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the bid or bids have not been communicated to any person not an employee or agent of the bidder on any bid furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Title _____

Firm Name _____

CITY OF HARRISONBURG
COMMONWEALTH OF VIRGINIA, to wit:

I, _____, a Notary Public, do certify that _____ whose name is signed to the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20____.

My Commission expires _____.

Notary Public

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



ATTACHMENT J. LEGAL REFERENCES & RESOURCES

The Drug-Free Workplace Act of 1988, 49 CFR §29 Subpart F
<http://www.fhwa.dot.gov/HEP/49cfr29.htm#sec.29.600>

The Omnibus Transportation Employee Testing Act of 1991
<https://www.transportation.gov/odapc/omnibus-transportation-employee-testing-act-1991>

NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments, approved as an American National Standard on August 17, 2006.
<http://www.phsource.us/PH/OC/FireFighters/NFPA%201582.pdf>

The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655 as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result.
<http://www.fta.dot.gov/>

The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40 as amended, setting standards for the collection and testing of urine and breath specimens.
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfrv2_02.tpl

The Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation has published 49 CFR Part 382 as amended, to update its drug and alcohol testing procedures and to avoid duplication.
<http://www.fmcsa.dot.gov/regulations/title49/part/382>

Controlled Substance Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15 - Schedules I through V of Section 202
<http://www.fda.gov/regulatoryinformation/legislation/ucm148726.htm>

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>

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

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

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

Bloodborne Pathogens, 29 CFR Part 1910.1030

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051

State List of HHS Certified Laboratories (38 LABS)

<http://www.samhsa.gov/workplace/lab-list>

U.S. Dept. of Transportation Office of Drug & Alcohol Policy & Compliance (Employee Handbook for DOT Testing)

<https://www.transportation.gov/sites/dot.dev/files/docs/ODAPC%20EmployeeHandbook%20En.pdf>



ATTACHMENT K. 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

http://www.doe.virginia.gov/support/transportation/resources/forms/bus_driver_physical.pdf



ATTACHMENT L. REFERENCES LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #2

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Reference #3

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

Reference #4

Company: _____ Contact Person: _____

Phone #: _____ Email: _____

Project: _____ Dates of Service: _____

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



ATTACHMENT M. COST PROPOSAL

Note: Cost Proposals should be bound and sent in a separate envelope, submitted with the technical proposal. Submit prices only for the services which you are proposing.

Cost	Service Description
	Pre-placement/Post-Offer Examination
	Annual or Periodic Examination
	Fitness-for-Duty
	Return-to-Work
	Pre-placement – Firefighters in accordance with NFPA 1582
	Periodic – Firefighters in accordance with NFPA 1582
	Asbestos Surveillance Examinations
	Hazardous Materials Surveillance Examinations
	Pre-placement – Police
	School Bus Driver’s Physician Certificate (Form EB.001)
	Medical Examination for Commercial Driver Fitness Determination Form 649-F (6045)
	DOT Drug Testing (5 panel test)
	Non-DOT Drug Testing (10 panel test)
	Breath-Alcohol Test
	Network Fee (Arranging out of area testing)
	Lab Only for Drug Test urine specimen collected by the City of Harrisonburg
	Hepatitis B Immunization (3 shots)
	Titer Test
	Hearing Exam
	Vision Testing
	BAT Rental
	BAT Supplies
	BAT Testing
	After Hours (before/after 8:00am – 5:00pm):
	Drug Testing
	Alcohol Testing
	Pre-placement – Firefighters in accordance with NFPA 1582
	Periodic – Firefighters in accordance with NFPA 1582
	Other:

****This document must be completed & returned with proposal submission in separate, sealed envelope.***