

Table of Contents

1.0	PURPOSE.....	2
2.0	BACKGROUND INFORMATION	2
3.0	SCOPE OF SERVICES.....	2
	GROUP #1 WATER SYSTEM PLANNING AND ANALYSIS	2
	GROUP #2 SEWER SYSTEM PLANNING AND ANALYSIS	3
	GROUP #3 UTILITY CONSTRUCTION DESIGN	3
4.0	INSTRUCTIONS TO OFFERORS	4
5.0	PROPOSED EVALUATION CRITERIA.....	5
6.0	PROCEDURE OF AWARD.....	6
7.0	PAYMENT TERMS.....	7
8.0	CITY OF HARRISONBURG GENERAL TERMS & CONDITIONS.....	7
9.0	SPECIAL TERMS AND CONDITIONS.....	7
	ATTACHMENT A. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016).....	10
	ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM.....	18
	ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM	19
	ATTACHMENT D. INSURANCE REQUIREMENTS FORM	20
	ATTACHMENT E. NON-COLLUSION AFFIDAVIT	21
	ATTACHMENT F. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT RFP	22
	ATTACHMENT G. GROUP CONSIDERATION REQUEST FORM	23
	ATTACHMENT H. EVALUATION CRITERIA – GROUP #1.....	24
	ATTACHMENT I. EVALUATION CRITERIA – GROUP #2	26
	ATTACHMENT J. EVALUATION CRITERIA – GROUP #3	28
	ATTACHMENT K. REFERENCES LIST	30

1.0 PURPOSE

The City of Harrisonburg Department of Public Utilities (City) is seeking sealed proposals from Consulting Professional Engineering Firms (Offerors) who wish to be considered to provide on-call professional engineering services for multiple scopes of service on an as-needed basis under a basic task ordering agreement. The Offeror may choose to propose on one, all or any combination of the Scope of Service groups in which the Offeror has an interest. Competitive negotiations may result in awards to more than one offeror within each Scope of Services group. The criteria for award of these Scope of Services Contracts are defined in Section 6.0 below. The criteria for award of Project Task Orders (available to only those who have been awarded under the Scope of Service Contract) are further defined in Section 9.2.7.

“Scope of Services” Contracts may be renewable for four (4) additional one (1) year terms at the option of the public body. The fair and reasonable prices as negotiated shall be used in determining the cost of each project performed and the sum of all projects performed in a one-year contract term shall not exceed \$500,000 per contract group and \$100,000 per single project.

2.0 BACKGROUND INFORMATION

The Department of Public Utilities is responsible for providing water and sewer services to residences and businesses in the City of Harrisonburg and some in neighboring Rockingham County. Currently, this department manages approximately 16,000 accounts. The City owns and operates its own Water Treatment Plant and distribution pumps and owns 300 plus miles of pipe. Our water supply is surface water. This department not only provides water for drinking, bathing, cleaning, recreational use, industrial supply, and fire protection but also provides waste disposal in the form of sewer services. The mission of the City of Harrisonburg, Virginia Department of Public Utilities is to provide reliable delivery of safe potable water that meets the Water Works Regulations, Virginia Administrative Code, Chapter 590, and a quantity of water that will enhance fire suppression as determined according to ISO rating. The mission also includes the conveyance of sanitary sewer service to our citizens in accordance with Sewage Collection and Treatment Regulations, Virginia Administrative Code, Chapter 790. The City does not have its own sewage treatment plant but is a member of the Harrisonburg Rockingham Regional Sewer Authority.

3.0 SCOPE OF SERVICES

The scope of services are as outlined below and each description of services is general in nature. All services shall meet all applicable local, state, or federal regulations.

GROUP #1 WATER SYSTEM PLANNING AND ANALYSIS

The City requires engineering planning and analysis, supported by computerized hydraulic modeling using the City’s existing system model in the Bentley Water-CAD format. Services shall provide evaluation of existing system performance as well as the impact of various proposed system changes such as increases or reconfiguration of the network piping or addition of new pumping or storage facilities. Evaluation and optimization may consider flow delivery, pressure, energy

management, and water quality.

Planning and analysis of treatment, pumping, storage, instrumentation, and control may be required. Assistance with the City's Water System Management Plan (WSMP) and Raw Water System Management Plan (RWSMP) will be required.

GROUP #2 SEWER SYSTEM PLANNING AND ANALYSIS

City is requesting engineering services to assist with all aspects of its Sanitary Sewer Management Plan (SSMP) which is available on line at www.Harrisonburgva.gov. Specific interest will apply to performing Sanitary Sewer Evaluation Studies (SSES). This will require consulting and execution of temporary sewer flow monitoring and analysis to determine whether the existing sewer collection system has adequate capacity to safely convey typical dry weather and peak wet weather flows and to identify any areas that may be at risk of sanitary sewer overflows (SSO). Additionally, the flow monitoring evaluation shall determine the effects and removal of rainfall dependent inflow and infiltration (RDII) flows to the sanitary sewer system. The selected offeror will be wholly or partially responsible for managing the temporary sewer flow monitoring activities, collecting accurate sewer flow and rainfall data, preparing RDII analysis, and summarizing the results and engineering recommendations in a report.

GROUP #3 UTILITY CONSTRUCTION DESIGN

City Public Utilities Department is seeking engineering services for design of water and sewer facilities. Construction documents and project manual may be required for formal bid; however, most construction will be performed by "on-call construction contractor" or "force account". The latter, on a case by case, may require less formal construction documents and may be needed on short notice. Typical work shall include, but is not limited to:

- (i) Survey
 1. Full Topographic and Boundary Survey
 2. Plat preparation, which include Fee Simple, Permanent and Temporary Easements
- (ii) Geotechnical Investigations – Subcontractors will be allowed pursuant to Section 8.4.
- (iii) Limited Hydraulic Analysis: Local Area
 1. Water system modeling
 2. Sewer system modeling
- (iv) Utility Design
 1. Water and sewer plan and profile construction drawings
 2. Water storage construction drawings
 3. Pumping and associated equipment construction drawings
 4. Water system instrumentation drawings
 5. Erosion and sediment control drawings
 6. Other construction drawings as required to complete utility projects
- (v) Stakeholder Management and Permitting

1. Regulatory: VDH,DEQ,VDOT,
2. Coordination of other utilities
3. Assistance with internal City stakeholders
4. Assistance with external City stakeholders
5. Assistance with end user stakeholders

4.0 INSTRUCTIONS TO OFFERORS

4.1 One (1) paper copy and one identical (1) electronic copy (on CD or thumb drive) of the proposal shall be submitted to:

City of Harrisonburg Purchasing Office
Ms. Pat Hilliard, CPPB, Procurement Manager
409 South Main Street
Harrisonburg, VA 22801

If the proposal contains proprietary information offerors shall provide a copy clearly marked “**REDACTED COPY**” in addition to the provided hard copy. Refer to section 4.6.

4.2 There will be no Pre-proposal meeting.

4.3 Questions related to the RFP and the selection process should be in writing and directed to:

Ms. Pat Hilliard, CPPB, Procurement Manager
Fax: (540) 432-7779
E-mail: Purchasing@harrisonburgva.gov

Questions or requests for clarification may be faxed or emailed to the contact listed above by **August 3, 2016 at 12:00pm (noon)**, local time. All relevant questions and responses to inquiries will be posted as addenda on the City’s Purchasing web page at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. 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 proposals.

4.4 The RFP response shall be bound in any arrangement provided that the pages remain attached in proper order. The format of the response shall be:

- 4.4.1 Cover page
- 4.4.2 Table of Contents
- 4.4.3 General Qualifications; (See Section 5.1)
- 4.4.4 Proprietary/Confidential Information Form (Attachment B)
- 4.4.5 State Corporation Commission Form (Attachment C)
- 4.4.6 Insurance Requirements Form (Attachment D)
- 4.4.7 Non-Collusion Affidavit (Attachment E)

- 4.4.8 Group Consideration Form (Attachment G) and Understanding of Work and Plan of Approach (Attachments H, I, J as applicable). (See section 5.4)
- 4.4.9 References List (Attachment K. See Section 5.5)

4.5 All proposals must be in an opaque, sealed envelope or box and clearly marked: “On-Call Term Contract for Consulting Engineering Firms RFP 2017019-PU-P”. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership or individual). All expenses for making this proposal to the City shall be borne by the Offeror. **All proposals shall be received at the address listed above by August 10, 2016 at 3:00pm, local time.** Any proposal received after this time and date will not be considered. The Offeror has the sole responsibility to have the proposal received by the City’s Procurement Manager at the above address and by the above stated time and date.

4.6 Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment B provides a place to identify any proprietary information. If proprietary information is included in the proposal, a copy of the proposal shall be included with proprietary information redacted. This copy must clearly be labeled “REDACTED COPY”.

4.7 All expenses for making proposal to the City shall be borne by the Offeror.

5.0 PROPOSED EVALUATION CRITERIA

5.1 The proposal shall provide information necessary for the City to evaluate the qualifications, experience, and the expertise of the proposing firm to perform Professional Engineering Services on an as-needed basis.

5.2 The City intends that responses to the RFP be concise, informative and inexpensive to prepare. Responses must contain the following information:

5.3 General Qualifications

- 5.3.1 A broad statement of the firm’s qualifications, organizational chart, staffing levels, and any other information deemed desirable by the Offeror.
- 5.3.2. Qualifications of key personnel available by the offeror to provide services, staff expertise, and any other special experience relative to this RFP.

5.4 Understanding of Work and Plan of Approach

- 5.4.1 Group Consideration Request form (Attachment G)
- 5.4.2 Include Attachment H, complete if responding to Group #1

5.4.3 Include Attachment I, complete if responding to Group #2

5.4.4 Include Attachment J, complete if responding to Group #3

5.5 Past Performance

5.5.1. Past performance relative to ability to complete projects on schedule and within estimated costs.

5.5.2. Listing of at least three previous clients who can be contacted as reference (Attachment K References List) for whom similar service has been provided. The listing shall include the name and address of the organization, point of contact and phone number.

6.0 PROCEDURE OF AWARD

6.1. Selection of the successful Offeror(s) will be based upon submission of proposals meeting the evaluation criteria. The evaluation criteria is as follows:

<i>EVALUATION CRITERIA</i>		<i>WEIGHT</i>
1.	Specific experience, technical capabilities, professional competence, and qualifications of the proposing firm and key project personnel assigned to provide services outlined in the Scope of Services.	25%
2.	Clearly demonstrated understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the Scope of Services.	50%
3.	Past performance including general completion on past projects on time and on budget for selected categories in the RFP response.	25%
<i>TOTAL</i>		100%

6.2. Initial Evaluation of Proposals: Following the receipt of proposals, the Evaluation Committee will evaluate each responsive proposal with respect to Evaluation Criteria 1- 3. Each committee member will complete a proposal evaluation matrix form for each proposal received and for each category/discipline submitted. After all proposals are evaluated, a composite proposal rating will be developed which indicates the group's collective ranking of the written proposals in a descending order for each category/discipline.

6.3. Discussions with Offerors: When all proposals have been reviewed and ranked, the City interviews will be conducted with the top Offerors, in each category/discipline, which the City deems to be fully qualified on the basis of initial responses. The City may engage in repetitive informal interviews with the Offerors. At the discussion stage, the City may also discuss nonbinding estimates of costs for services. Proprietary information from competing Offerors shall not be disclosed to the public or to a competitor.

6.4.Negotiation of Pricing Arrangements: Only Offerors selected for final contract negotiation when requested by the City shall submit their proposed hourly billing rates, direct cost mark-up rate and mark-up rates for subcontractors, other services and reimbursable materials.

6.5.Contract Award: At the conclusion of the discussions outlined in paragraph 6.4, and on the basis of the evaluation of the factors listed in paragraphs 6.1, 6.2 and 6.4., the City shall select a minimum of one or more Offerors for each Scope of Service Group to be retained under a Professional Engineering Services Contract. Contract(s) will be awarded to the most responsive and responsible Offeror(s) whose proposal(s) are deemed most advantageous to the City.

7.0 PAYMENT TERMS

Payments will be made in accordance with the EJCDC E-505 Exhibit C-Payments to Engineer for Services and Reimbursable Expenses. (Available upon request).

8.0 CITY OF HARRISONBURG GENERAL TERMS & CONDITIONS

Refer to Attachment A.

9.0 SPECIAL TERMS AND CONDITIONS

9.1 Contract Terms

9.1.1 Initial Term: The contract term shall be the earlier of twelve months from date of award or when the cumulative total of fees for Project Task Orders issued reaches the maximum fee total or if the Contract is terminated in writing by either party. The City reserves the right to cancel and terminate this Contract without penalty, upon ten (10) days written notice to the Contractor. The City and the Contractor are obligated to fulfill the requirement of all Project Task Orders issued, including change orders thereto, even though the term for issuing new Project Task Orders has concluded.

9.1.2 Contract Renewal: The parties understand and agree that the City, at its sole option, may renew this Contract for four (4) additional twelve (12) month contract terms. If the City exercises its option to renew, the Contract Term shall begin one year from the date of the execution of the Contract or previous renewal, or the date the City notifies the Contractor that the option to renew is being exercised, whichever occurs first. **Any unused amounts from the first Contract Term are forfeited and shall not carry forward to any renewal period.**

9.2. Project Task Orders: Services to be provided under this Contract will be authorized by the City through issuance of Project Task Orders per Group as follows:

- 9.2.1. The maximum fee to be allowed for any Task Order per group is \$100,000 which includes all fees, reimbursable expenses and contingencies. The work to be performed under each Task Order may include one or more phases of a project. Although the potential exists for multiple Task Orders during the Contract Term, the aggregate of fees per group shall not exceed \$500,000 per year.
- 9.2.2. Commencement of work prior to issuance of a Notice to Proceed or Purchase Order shall be at the Contractor's risk.
- 9.2.3. The Contract will document the negotiated acceptable labor rates for the various personnel classifications and disciplines. These rates will be used in arriving at Task Order fees and any hourly rate work that is authorized by the City under the Contract(s) resulting from this solicitation.
- 9.2.4. The City reserves the right to perform work in-house or to award projects through a separate procurement action.
- 9.2.5. If a Task Order is to be completed on a lump sum basis, the lump sum shall be based on the scope of services required, the estimated man-hours required of each personnel classification and discipline and the associated labor rates agreed upon in the Contract.
- 9.2.6. When the total value of all Project Task Orders issued to the Contractor during the contract term (or renewal term as applicable) reaches the contract limit for projects performed in the contract term, no further Project Task Orders may be issued during the contract term (or renewal term as applicable).
- 9.2.7. The City will use the same criteria to award Task Orders that it uses to award the Scope of Services Contract; however, with specific reference to the needs of the task at hand. The City will strive to distribute Task Orders to all Contractors awarded contracts. The City does not represent or guarantee however that the Contractor will receive any amount of work.
- 9.2.8. The fee for services to be provided for each Task Order shall be negotiated individually on a not-to-exceed fee basis considering the scope of services required, the estimated man- hours required and the labor rates agreed upon and listed in the Contract. If an estimate of work cannot be reasonably estimated, the City may direct the Contractor to proceed with the work on an hourly basis with a maximum or not-to-exceed amount based on the estimate. The compensation or fee shall be determined by negotiated labor rates for the various personnel classification and disciplines agreed upon in the Contract.

9.2.9. In the event the City and the Contractor cannot agree on a fee for the Task Order, the City may terminate negotiations with the Contractor on that Task Order and pursue obtaining the required services from another contractor.

9.2.10. The City may, but is not obligated to, request competing Project Task Order proposals from more than one Contractor when deemed appropriate. In cases where competing proposals are requested the factors listed above, will be used in the selection of the Contractor best qualified and suited to the assignment.

9.3 Ownership of Materials

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

9.4 Insurance Requirements

Refer to Attachment D– Insurance Requirements Form.

GENERAL TERMS AND CONDITIONS OF THE CITY OF HARRISONBURG, VA

These General Terms & Conditions shall apply to all purchases and be a part of every contract awarded by the City of Harrisonburg unless otherwise specified in writing. Bidders/Offerors are expected to inform themselves fully as to the conditions, requirements and specifications before submitting bids/proposals. Procurement by the City is subject to the Virginia Public Procurement Act (VPPA) Title 2.2, Chapter 43 of the Code of Virginia and the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg and any revisions thereto. If an inconsistency exists between the VPPA and the Purchasing and Contracting Policy Manual for the City, the VPPA Virginia Code sections take precedence.

TABLE OF CONTENTS

DEFINITIONS	CONTRACT PROVISIONS
CONDITIONS OF BIDDING	Anti-Discrimination
Bid Price Currency	Antitrust
Bid/Proposal Acceptance Period	Applicable Laws & Courts
Cancellation of Solicitations	Assignment of Contract
City Hall Closure	Changes to the Contract
Clarifications of Terms	Contract Execution
Conflict of Interest/Collusion	Contractual Disputes
Debarment Status	Cooperative Procurement
Discrimination Prohibited	Default
Errors in Bids	Drug-Free Workplace
Ethics in Public Contracting	Immigration Reform & Control Act of 1986
Excusable Delay	Indemnification
Licenses, Permits & Fees	Insurance
Mandatory Use of City Forms & T&C for ITB's & RFP's	Liability & Litigation
Modification & Withdrawal of Bids/Proposals	Non-Discrimination of Contractors
Public Inspection of Certain Records	Payment
Revisions to the Official ITB/RFP	Safety & OSHA Standards
Taxes	State Corporation Commission (SCC) ID Number
AWARD	Termination
Contract Award	SPECIFICATIONS
Negotiation with the Lowest Bidder	Condition of Items
Precedence of Terms	Formal Specifications
Qualifications of Bidders/Offerors	Use of Brand Names
Selection Process/Award	DELIVERY
	Defects or Improprieties
	Testing & Inspection
	Transportation & Packaging

DEFINITIONS

- ADDENDUM/ADDENDA:** Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.
- BID:** The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.
- BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.
- COLLUSION:** A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.
- CONFLICT OF INTEREST:** An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.
- CONTRACTOR:** The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.
- CITY or OWNER:** City of Harrisonburg, Virginia.
- DAY(S):** Defined as calendar days unless otherwise specified as business days.
- INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.
- INVITATION TO BID (ITB):** A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia). **2.2-4301**

PROPOSAL: The document submitted by the offeror in response to the RFP to be used as the basis for negotiations for entering into a contract.

PURCHASING AGENT: The individual employed and given authority by the Harrisonburg City Council by adoption of the City of Harrisonburg Purchasing and Contracting Policy Manual. Purchasing Agent may also be referred to as Procurement Manager.

REQUEST FOR PROPOSAL (RFP): A formal request for a proposal from prospective offerors which will indicate the general terms which are sought to be procured from the offeror and where negotiations are conducted to come to a final contract. The RFP will specify the evaluation criteria to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance.

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid/proposal which conforms in all material respects to the ITB or RFP.

SOLICITATION: A formal document issued by the City with the intent to purchase goods, services or construction. Can be either an Invitation To Bid or a Request For Proposal.

SWAM: Small, Women, and Minority-owned businesses.

SUBCONTRACTOR: A business entity that has a contract to supply labor or materials to the prime contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

CONDITIONS OF BIDDING

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/proposal prices in US dollars.

BID/PROPOSAL ACCEPTANCE PERIOD: Unless otherwise specified, all bids/proposals submitted shall be binding and may not be withdrawn for sixty (60) days following the bid/proposal opening date and time, unless extended by mutual consent of all parties. If the bid/proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

CANCELLATION OF SOLICITATIONS: **2.2-4319** An ITB, RFP or any other solicitation may be cancelled or rejected, but shall not be cancelled or rejected solely to avoid awarding a contract to a particular responsive and responsible bidder/offeror. The reasons for cancellation shall be made part of the contract file.

CITY HALL CLOSURE: If City Hall is closed for business at the time scheduled for the bid opening, for whatever reasons, sealed bid/proposal will be accepted and opened on the next business day of the City, at the original scheduled hour.

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 identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

CONFLICT OF INTEREST/COLLUSION: Contractor certifies by signing their bid/proposal submission to the City, that no conflict of interest or collusion exists between the Contractor and City that interferes with fair competition and no conflict of interest or collusion exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the City.

DEBARMENT STATUS: By signing their bid/proposal, the bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts from any agency, public entity/locality or authority of the Commonwealth of Virginia.

DISCRIMINATION PROHIBITED: **2.2-4310** In the solicitation or awarding of a contract the City shall not discriminate against a bidder/offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of SWAM and Veteran-Owned businesses (as defined in 2.2-4310(F) in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of SWAM/Veteran-Owned businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

ERRORS IN BIDS/PROPOSALS: When an error is made in extending total prices, the unit price will govern. Bidders/Offerors are cautioned to recheck their bids/proposals for possible errors prior to submission.

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the 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 or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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 unusually 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.

LICENSES, 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. At or prior to delivery of the signed contract, the bidder/offeror to whom the contract is awarded shall deliver to the City a copy of their City Business License (if applicable). The bidder/offeror shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Harrisonburg Commissioner of the Revenue's office at 540-432-7704. The bidder/offeror must have all necessary licenses to perform the services in the Commonwealth of Virginia and, if practicing as other than an individual, be authorized to do business in the Commonwealth of Virginia.

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid/proposal which has been modified. As a precondition to its acceptance of an ITB response, 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 to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.
8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

PUBLIC INSPECTION OF CERTAIN RECORDS: 2.2-4342 Public inspection of all records is strictly governed by Code of Virginia 2.2-4342 and in accordance with the Virginia Freedom of Information Act (VA Code 2.2-3700 et seq). Any inspection of procurement transactions shall be subject to reasonable restrictions to ensure the security and integrity of the records. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. The official solicitation document and the Addenda(um) are the documents posted on the City of Harrisonburg's web site, www.harrisonburgva.gov/bids-proposals. 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 bidder/offeror by the City of Harrisonburg.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. Virginia Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. The City may also be exempt from other taxes and fees.

AWARD

CONTRACT AWARD

For ITB: The award(s) made in response to an ITB will be made to the lowest responsive and responsible bidder(s) for each item, or group of items indicated in the bid. The City reserves the right to make the sole determination of whether the product and/or options offered meet the minimum specifications and is acceptable in accordance with the specifications. The City's decision shall be final. The City reserves the right to make a separate award for each item, a group of items or all items, and to make awards either in whole or in part, whichever is deemed by the City to be in its best interest. Delivery time lines may be a factor in making an award.

For RFP: The award(s) made in response to an RFP will be made to the highest qualified offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation criteria set forth in the RFP. After negotiations, the offeror who has made the best proposal and provides the best value shall be awarded the contract.

Professional services shall be procured and awarded by competitive negotiation as set forth in **2.2-4302.2 A 4**.

The City reserves the right to cancel a solicitation at any time and to reject any or all bids/proposals, in whole or in part, to waive any informality and to delete items prior to making the award(s), whenever it is deemed in the sole opinion of the City to be in its best interest.

NEGOTIATION WITH THE LOWEST BIDDER: 2.2-4318 Unless all bids are canceled or rejected, the City reserves the right to negotiate with the lowest responsive and responsible bidder to obtain a contract price within the funds available to the City whenever such low bid exceeds the City's available funds for the project. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and the City wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the City and the lowest responsive, responsible bidder.

PRECEDENCE of TERMS: General Terms and Conditions shall apply in all instances with the exceptions for projects funded by the Federal Highway Administration (FHWA) and by the Federal Transportation Administration (FTA). In the event there is a conflict between the General Terms and Conditions and any Federal, Special, Standard, or Supplementary Terms and Conditions in this solicitation, the Federal, Special, Standard, or Supplementary Terms and Conditions shall apply.

QUALIFICATIONS of BIDDERS/OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the responsibility and 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.

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing office will publicly post such notice and/or will notify all responsive bidders/offerors. The City posts all Notice of Awards on its website at www.harrisonburgva.gov/bids-proposals-award-notifications and also on eVA at www.eva.virginia.gov.

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 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.

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.
2. 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.

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.

APPLICABLE LAWS and COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions, and venue for litigation with any respect thereto shall be proper only in the Circuit Court of Rockingham County, Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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 by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer). **2.2-4309**
3. The Procurement Manager (or City delegated agent) may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, 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. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes

Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

CONTRACT EXECUTION: Per City Code (Sec 3-1-2, 3-1-1), the City Manager and the Deputy City Manager shall have authority to execute all contracts and agreements on behalf of the City except as otherwise directed by the Harrisonburg City Council in specific instances.

CONTRACTUAL DISPUTES: Contractual claim procedures shall be as per Code of VA **2.2-4363**.

COOPERATIVE PROCUREMENT: **2.2-4304** Except as prohibited by the current Code of Virginia 2.2-4304, all resultant contracts will be extended, with the authorization of the contractor, to other public bodies to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The City acts only as the "Contracting Officer" for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor's responsibility to notify the public bodies of the availability of the contract. The City shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

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 items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: **2.2-4312** 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.

IMMIGRATION REFORM and CONTROL ACT OF 1986: **2.2-4311.1** 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.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. 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/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.

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.

NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PAYMENT: 2.2-4352 – 2.2-4354

1. To Prime Contractor:

Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. 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.

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. 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. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

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 charges are not reasonable, the City shall promptly notify the contractor, in writing, 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 (**2.2.4363**).

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated 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;

Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia **2.2-4311.2** subsection B, a bidder/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/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any

bidder/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/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at <http://www.scc.virginia.gov>.

TERMINATION: Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation.

1. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
2. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) 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.

SPECIFICATIONS

CONDITION OF ITEMS: Unless otherwise specified in the solicitation, all items shall be new, latest edition/model in first class condition.

FORMAL SPECIFICATIONS: When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

USE OF BRAND NAMES: 2.2-4315 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. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

DEFECTS OR IMPROPRIETIES: In instances where there is a defect or impropriety in an invoice or in the goods or services received, the City shall notify the supplier of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within (30) thirty days after receipt of the invoice or the goods or services.

TESTING AND INSPECTION: 2.2-4302.1 The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Materials or components that have been rejected by the City, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the City.

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. 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.



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

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

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

BIDDER STATEMENT

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

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

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



ATTACHMENT E. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

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

Signed _____

Title _____

Firm Name _____

CITY / COUNTY OF _____,

STATE OF _____, 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 F. CITY OF HARRISONBURG 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.
- (4) EJCDC E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition, and City Exceptions to EJCDC E-505 may be used for individual task awards per project.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____

By: _____

Title: _____

Title: _____

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



ATTACHMENT G. GROUP CONSIDERATION REQUEST FORM

Offerors shall complete and include in response the Category Consideration Request Form. This form is to provide the offeror the opportunity to request consideration for one or more of the listed categories under Scope of Services. The City will use this form to assist in making its decision; however the City shall make the final determination as to which offeror will be selected for this category.

GROUP	REQUEST CONSIDERATION (Y/N)
#1 Water System Planning and Analysis	
#2 Sewer System Planning and Analysis	
#3 Utility Construction Design	

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



ATTACHMENT H. EVALUATION CRITERIA – GROUP #1

Group 1: Water System Planning

EVALUATION CRITERIA PERTAINING TO UNDERSTANDING OF THE WORK TO BE PERFORMED AND COMPLETENESS AND REASONABLENESS OF THE OFFEROR'S PLAN FOR ACCOMPLISHING THE SCOPE OF SERVICE.

OFFERING FIRM: _____

PREPARED BY: _____

Criteria 1: Harrisonburg Raw Water Supply and Potable Demand Forecasting

- 1) **Methodology:** (describe *the technical methodology that you will use.*)
- 2) **Attachments:** (Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)
- 3) **Efficiency:** (Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)
- 4) **Project Manager & Project Associated:** (Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)

Criteria 2: Harrisonburg Raw Water System Modeling for Flow Delivery and Pressure

- 1) **Methodology:** (describe *the technical methodology that you will use.*)
- 2) **Attachments:** (Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)
- 3) **Efficiency:** (Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)
- 4) **Project Manager & Project Associated:** (Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)

Criteria 3: Harrisonburg Potable Water System Modeling for Flow Delivery, Pressure and Water Quality

- 1) **Methodology:** (describe *the technical methodology that you will use.*)
- 2) **Attachments:** (Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)
- 3) **Efficiency:** (Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)

- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

Criteria 4: Harrisonburg Raw and Potable Water System Energy Management

- 1) **Methodology:** *(describe the technical methodology that you will use.)*
- 2) **Attachments:** *(Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)*
- 3) **Efficiency:** *(Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)*
- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

Criteria 5: Harrisonburg Raw and Potable Water System Asset Management By Risk

- 1) **Methodology:** *(describe the technical methodology that you will use.)*
- 2) **Attachments:** *(Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)*
- 3) **Efficiency:** *(Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)*
- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

****This document must be completed & returned with proposal submission if submitting for this Group.***



ATTACHMENT I. EVALUATION CRITERIA – GROUP #2

Group 2: Sewer System Planning

EVALUATION CRITERIA PERTAINING TO UNDERSTANDING OF THE WORK TO BE PERFORMED AND COMPLETENESS AND REASONABLENESS OF THE OFFEROR'S PLAN FOR ACCOMPLISHING THE SCOPE OF SERVICE.

OFFERING FIRM: _____

PREPARED BY: _____

Criteria 1: Harrisonburg Sewer Demand Forecasting

- 1) **Methodology:** *(describe the technical methodology that you will use.)*
- 2) **Attachments:** *(Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)*
- 3) **Efficiency:** *(Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of "on-call" engineering without losses in efficiency-cost and effectiveness-quality to the City.)*
- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

Criteria 2: SSES Plan including General Master Plan and Approach to Address Infiltration & Inflow. Scope shall include in Field Flow Monitoring (to be installed by City), Analysis of Results for RDII and Methodology for Recommendations.

- 1) **Methodology:** *(describe the technical methodology that you will use.)*
- 2) **Attachments:** *(Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)*
- 3) **Efficiency:** *(Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of "on-call" engineering without losses in efficiency-cost and effectiveness-quality to the City.)*
- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

Criteria 3: Harrisonburg Sewer Interceptor and Collection System Modeling for Analysis of Pipe Capacities and For Surcharges & Overflows

- 1) **Methodology:** *(describe the technical methodology that you will use.)*
- 2) **Attachments:** *(Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)*
- 3) **Efficiency:** *(Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of "on-call" engineering without losses in efficiency-cost and effectiveness-quality to the City.)*

- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

Criteria 4: Harrisonburg Sewer System Asset Management By Risk

- 1) **Methodology:** *(describe the technical methodology that you will use.)*
- 2) **Attachments:** *(Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)*
- 3) **Efficiency:** *(Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)*
- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

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ATTACHMENT J. EVALUATION CRITERIA – GROUP #3

Group 3: Utility Construction Design

EVALUATION CRITERIA PERTAINING TO UNDERSTANDING OF THE WORK TO BE PERFORMED AND COMPLETENESS AND REASONABLENESS OF THE OFFEROR'S PLAN FOR ACCOMPLISHING THE SCOPE OF SERVICE.

OFFERING FIRM: _____

PREPARED BY: _____

Criteria 1: Survey

- 1) **Methodology:** (describe *the technical methodology that you will use.*)
- 2) **Attachments:** (Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)
- 3) **Efficiency:** (Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)
- 4) **Project Manager & Project Associated:** (Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)

Criteria 2: Utility Design

- 1) **Methodology:** (describe *the technical methodology that you will use.*)
- 2) **Attachments:** (Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)
- 3) **Efficiency:** (Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)
- 4) **Project Manager & Project Associated:** (Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)

Criteria 3: Stakeholder Management and Permitting

- 1) **Methodology:** (describe *the technical methodology that you will use.*)
- 2) **Attachments:** (Insert reference to, and include within the proposal, any document that will emulate the required deliverable using the methodology referenced above.)
- 3) **Efficiency:** (Insert any advantage or approach that your firm will have or offer with regard to familiarity, location or other that will accommodate the need of “on-call” engineering without losses in efficiency-cost and effectiveness-quality to the City.)

- 4) **Project Manager & Project Associated:** *(Insert the name of the project manager and any associate that is listed under the qualification section of this RFP that will be assigned to the City of Harrisonburg.)*

This document must be completed & returned with proposal submission if submitting for this Group.



ATTACHMENT K. 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.***