



DEPARTMENT OF FINANCE AND PURCHASING

345 S. Main St., Room 201
Harrisonburg, VA 22801
540-432-7794
540-432-7778 Fax

RFP Cover Page

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

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Form fields for firm information: Telephone/Fax No., Federal Employer Identification #, State Corporation Commission#, Prompt Payment Discount, Email.

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

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

Signature and Date lines, Print Name and Title lines.

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

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City of Harrisonburg
Request for Proposal RFP-W&S-2012-9
Water and Sewer Utility Billing Services
September 4, 2012

I. NAME OF SOLICITING PUBLIC BODY

City of Harrisonburg
Dept of Public Utilities
2155 Beery Road
Harrisonburg, VA 22801

II. PURPOSE

This Request for Proposal (RFP) by the City of Harrisonburg Department of Public Utilities, (City), requests proposals from qualified firms who perform water and sewer utility bill printing and mailing services.

The City's primary goal is to obtain water and sewer bill printing services from an experienced firm committed to reliable, accurate and easy to use services. A secondary goal is to engage the firm in other support functions that allow the City to maintain its efficient use of technology and explore new advances in bill printing functions. Oversight and project management for these services will be provided by the Harrisonburg Department of Public Utilities. Detailed specifications are contained in the Section V of the RFP. The successful offeror shall perform all services as directed by the specifications.

The purpose of this RFP is to solicit proposals from firms able to provide the required water and sewer utility billing services and to set forth the terms and conditions whereby the City may contract with the most qualified Offeror(s) to provide the services described herein.

III. INSTRUCTIONS TO OFFERORS

A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the City of Harrisonburg Purchasing Manual.

B. A digital copy on CD or flash drive of the proposal , if possible, and six (6) copies of proposals shall be submitted to:

City of Harrisonburg Purchasing Department
345 S Main St Room 201
Harrisonburg, VA 22801

Hours of operation 8:00 am to 5:00 pm Mon-Fri

C. Questions related to the Water and Sewer Utility Billing Services should be directed to:

Sherri Sherman
Department of Public Utilities
Phone: (540) 434-6783
Fax: (540) 434-9959
E-mail: Sherri.Sherman@harrisonburgva.gov

Questions related to the technology requirements should be directed to:

Paul Malabad
345 S Main St
Harrisonburg, VA 22801

(540) 432-7706
Paul.Malabad@harrisonburgva.gov

Questions related to this RFP and the Contractor selection process should be directed to:

Pat Hilliard, Purchasing Agent
Phone: (540) 432-7756
Fax: (540) 432-7778
E-mail: Pat.Hilliard@harrisonburgva.gov

Questions may be faxed or emailed. All questions must be submitted in writing. Responses to relevant questions will be posted on the Purchasing web page at www.harrisonburgva.gov/bids as addendums.

D. All Proposals must be in a sealed envelope or box and clearly marked on the envelope: "Sealed Proposal RFP-W&S-2012-9, Utility Bill Printing and Mailing Services". Proposals shall clearly indicate the name and address of the offeror (company, firm, partnership, individual). All expenses for making Proposals to the City shall be borne by the offeror. **All Proposals shall be received on or before 2:00 P.M. on Monday, September 24, 2012.** 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 of Harrisonburg Purchasing Department at the above address and by the above stated time and date.

Clearly identify proprietary information in the proposal. Proprietary information will not be disclosed during the selection process.

- E. Definitions:
1. Contractor:
The successful offeror who enters into a contract with the City to provide the services as specified in this RFP.
 2. City:
Wherever the word "City" appears, it shall be understood to mean the City of Harrisonburg.
 3. Owner:
Wherever the word "owner" appears, it shall be understood to mean the City of Harrisonburg.
- F. Offerors are responsible for familiarizing themselves with the requirements for this RFP, and terms and conditions of this procurement.
- G. As a guideline, the City anticipates the following timetable for selection of a firm for this RFP procurement.

<u>Date</u>	<u>Activity/Event</u>
September 4, 2012	Request For Proposal Issued
September 18, 2012	Deadline for Questions is 12:00 noon

September 24, 2012	Proposals Due Prior to 2:00 p.m. Deadline
October 1, 2012	Evaluation of Proposals Completed by City Selection committee
October 15, 2012	Interviews / Oral Presentations of selected firms
October 26, 2012	Contract Negotiations with selected Offeror(s)
October 31, 2012	City Approval to award contract October 31, 2012

IV. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for the City to evaluate the qualifications, experience, and expertise of the proposing firm and sub contractors to perform the services specified in this RFP.

The Offeror or Proposer is to make a written proposal which presents an understanding of the work to be performed. The Offeror is asked to address each evaluation criteria contained in Section VI Proposal Evaluation Criteria and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm’s capabilities to provide the required services. Proposal shall be limited to 25 pages. If possible, please provide a digital copy on CD or flash drive of the proposal in addition to the six (6) copies.

The Offeror should include in their proposal the following:

- A. Table of Contents – number all pages of the proposal.
- B. Introduction – Cover page (provided), signed by a person with the corporate authority to enter into any contract which results from the RFP.
- C. Proprietary Exclusion Letter – Letter on company letterhead stating exclusions within the proposal. Identify the specific data or other materials for which protection is sought.
- D. Narrative – to include as a minimum the following
 - 1. The Offeror shall address each requirement of the Scope of Services or the area(s) of expertise proposed to be provided.
 - 2. The Offeror shall provide evidence that demonstrates their ability to provide the services within reasonable completion dates and within budget.
 - 3. The Offeror shall provide its current workload with particular reference to personnel and other resources being proposed.
 - 4. Proposed approach to provide the requested services.
 - 5. The Offeror shall provide information on the corporate structure of its firm as well as any proposed subcontractors required to perform the required work.
 - 6. The Offeror shall include a schedule of values and associated pricing for services stated in the proposal as related to Scope of Services.
 - 7. The Offeror shall complete the questionnaire in section VII.

V. SCOPE OF SERVICES

The City of Harrisonburg Department of Public Utilities is seeking written proposals from qualified firms to perform water and sewer utility bill printing and mailing services. The City currently has approximately 28,000 water & sewer utility customers and sends out on average 14,875 bills monthly. Each customer is billed on a monthly basis for their water, sewer, refuse and solid waste management. Periodic off-cycle billing may be required. In addition, the City includes in the bills on average 500 cutoff notices monthly. We use the City’s Sungard Pentamation Revenue Management System billing software to generate data files for electronic

submission to our current contractor's off-site location. Statements are then printed, sorted and mailed in the most cost effective and time efficient manner available in the marketplace.

A. Utility Service Billing Requirements:

1. Supplier must provide programming and bill design services as required. The design should be able to accommodate the use of graphics, bar graphs and color where feasible.
2. Services must be compatible with the City's Sungard Pentamotion Revenue Management System billing software system.
3. The supplier must provide a means for secure data transmission and confirm receipt of data.
4. The supplier will be required to print, insert, meter and mail via first class postage the completed statements within one business day. Supplier must contractually guarantee to this schedule.
5. Supplier must store/warehouse all forms and envelopes used to process City bills and cutoff notices.
6. The supplier must allow for the City to view and approve the bills online before they are printed and mailed. Supplier must provide the capability to selectively pull invoices prior to mailing if necessary.
7. The supplier must support bill insert services. City departments have occasionally needed special inserts printed and mailed with the monthly statements. The inserts range from 1/3 sheets to full sheets. These services should be charged at an all inclusive per-unit fee, please refer to #5. Supplier should provide the capability of selective insertion and allow for pre-printed inserts to be provided by the City.
8. Supplier must pre-process data for address certification and pre-sort mail for lowest possible first class rate. Software used to pre-sort must be USPS approved. Any non-certified addresses should be reported to the City within 30 days for correction in future billings.
9. Supplier must provide conditional selection/suppression of return envelopes for ACH customers.
10. Supplier must combine multiple statements for one customer into one envelope upon request.
11. Supplier must allow for conditional messaging. The City uses several message areas on the bill for; (1) impromptu notices that will be provided by the City, (2) notification of water service termination, and (3) bill identification i.e. Final Bill, Bank Draft, and Prenote.
12. Provide electronic file of completed bills for archiving in City Document Management Software.
13. Supplier must offer EBilling.
14. Supplier must offer Outbound IVR call System.

B. Description of additional requirements:

1. Proof of Concept – The Offeror needs to provide information how they generate the water and sewer bill in the desired format by submitting a draft copy of a bill and any other proofs as examples with submission of the proposal. The awarded offeror will be required to submit a proof of the billing format and all other formats before they are issued.
2. How easy will it be to change the back of the bill, with the current system the back and part of the front of the bill are preprinted and we had to watch the inventory of stock to make changes to the back of bill (rate changes, etc)
3. What other features can you offer beyond what we have asked, archiving, on line bill viewing and payment, Email capabilities, online tracking and etc.
4. Currently the bill is issued with one meter per page, provide us with a method to have multiple meters on one page (approximately 3000 accounts have multiple meters).

C. Description of procedural and implementation costs:

Prices shall include all costs associated with performing the requirements stated in the specifications and there can be no additional charges for jammed/wasted materials or other overhead. The description of the water and sewer utility billing statement processing services and mailing of monthly customer statements are listed. Please include all cost that is associated with the water and sewer utility billing statement processing services and mailing of monthly customer statements and any other costs that may be

associated to implement this process.

1. Set Up Fees:

- a. Initial Programming Setup fee
- b. Software usage and support fee
- c. Additional Programming (if needed) fee
- d. Document tracking fee
- e. Data storage fee
- f. Proof of Concept fee
- g. Returns and Forwards fee
- h. Document Imaging fee
- i. Selective Messaging Setup fee
- j. Selective Insert Setup fee
- k. Additional Insert Setup fee
- l. EBilling Setup fee
- m. EBilling Processing fee
- n. IVR set up fee
- o. IVR software usage and support fee
- p. Special Handling fee
- q. Job cancellation fee
- r. Offline folding (inserts provided by customer, etc) fee
- s. Cutting fee
- t. Sorting fee
- u. Data Entry fee
- v. Scanning fee
- w. NCOA processing fee
- x. Insert stocking fee
- y. USPS postal statement scan and archive fee
- z. USPS postage documentation fee
- aa. Physical returned mail services fee

Additional Pricing

- i. Price per notice including paper, security envelope, and return envelope. Based on current configuration.
- ii. Price per notice including paper, security envelope, return envelope and 1 to 4 inserts (insert provided by Vendor). Based on current configuration.
- iii. Price per notice including paper, security envelope, return envelope and 1 to 4 inserts (insert provided by City). Based on current configuration.
- iv. Vendor Charge for item design as currently configured.
- v. Vendor charge for one-sided and two-sided items. Based on current configuration.
- vi. Vendor charge for multi-color text.
- vii. Vendor charge for multiple bills in one (1) security envelope.
- viii. Vendor charge for data file set-up and fees.
- ix. Vendor must indicate postage discount available.
- x. Vendor charges for Internet tracking system (if offered).
- xi. Vendor additional charge for job under a certain number minimum? What is the minimum?
- xii. Estimated mailing cost per document.
- xiii. Vendor charge for after cut-off time billing. (What is the cut-off time?)
- xiv. Additional charges, if any. List charge and amount.

2. Services & Materials (currently used):

Bill Statements:

- a. Paper Customer Statement: Duplex, 2 color on face, backer 1 color, 8.5 X 11 white stock w/3.5 perforation at bottom. Bill remittance at bottom of statement with scan line font (OCR A Extended)
- b. Processing, folding, inserting, presorting
- c. Outgoing envelope: #10 USPS recommended single window with security tint
- d. Remittance envelope: #9 USPS recommended envelope in blue
- e. Postage (Cass certified and sorted to Carrier Route)
- f. Delivery to USPS facility

Cut-off Notices:

- a. Paper Customer Statement: Single side, black print on face, 8.5 X 11 in color
- b. Outgoing envelope: #10 USPS recommended double window with security tint

3. Additional Services:

- a. Printing Insert
- b. Inserting Insert
- c. Additional impressions for full, ½, 1/3 page inserts
- d. Archive utility bills in Electronic format to search, view, reprint
- e. Modification to bill backer
- f. Other fees (describe)

4. Contractor Performance Data:

- a. Describe the procedure the timeline from receipt of data from City to delivery of processed customer statements to contractor's local USPS facility.
- b. Describe where City and State customer statements are mailed from.

5. System Compatibility File Layouts:

- a. The file layouts are attached as Attachment A to this RFP.

D. Proposal shall include responses from the following questions.

The offeror shall specifically describe and define the proposed utility customer billing services. Literature, drawings and/or specifications describing the materials, features and performance may be included in the proposal.

1. Method of Data Transfer/Receipt Verification/Security
2. Disaster Recovery Plan
3. What is maximum number of pages per envelope of your system?
4. Are there any time restrictions to your Bill Messaging capability?
5. Is the City able to send a Word (Version 97 or higher) document electronically to be printed as an insert at your location?
6. How much notice is required to pull a bill before mailing?
7. How is the customer billing statement accuracy maintained?
8. Do you have a website where the bills can be submitted and statement processing monitored? If applicable, what other features does your website offer?
9. What is the timeframe for EBills to be generated?
10. Approach to Data Security (see section IX. – J)

VI. PROPOSAL EVALUATION CRITERIA

- A. The City’s final selection will not be dictated on any single factor including price. The City’s RFP team will evaluate proposals and will include both objective and subjective analysis. Proposals will be evaluated on the basis of: experience, qualifications, technology and resources, and any innovative ideas presented for making the utility billing process proceed quickly and smoothly.
 - 1. Understanding of Requirements and Proposed Solutions. The degree to which the offeror has responded to the purpose and scope of specifications such as services to be provided, flexibility of offeror to meet City of Harrisonburg’s needs, conformance in all materials respects to this Request for Proposal, etc.
 - 2. Experience: Offeror’s experience in providing the services as requested in these specifications. Past performance, project scheduling performance, and general overall completion of past projects on time and on budget. Include three references including any government entities.
 - 3. Capability and Skill: Offeror’s capability, flexibility and skill to provide quality services. The available technology and resources necessary to perform both utility bill design and format service as well as monthly utility bill printing and mailing services.
 - 4. Cost Containment Initiatives: Offeror’s printing and mailing management initiatives.
 - 5. Costs: Offeror’s overall fees.

- B. The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from offerors as required. 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 purchasing agent shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the purchasing agent determine in writing and in his or her 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.

The City reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the Request for Proposal if it is in the best interest of the City of Harrisonburg.

VII. QUESTIONNAIRE

- A. Proposed Solutions
 - 1. Relative to your firm’s geographic location, how do you envision providing support to the City of Harrisonburg?
 - 2. Identify how your firm may improve efficiencies and lower costs relative to print and mail services

provided by your firm.

B. Experience and Stability

1. Provide an organizational chart of your firm.
2. Has our firm, or any officer of your firm, been involved in any transaction in which the firm defaulted on a contract? If yes, explain.
3. Has your firm, or any office of your firm, been involved in a contract that was cancelled by the customer? If yes, explain.
4. Describe the process by which problems are resolved with your clients.
5. How long has your firm been in business, providing bill printing and mailing services?
6. Describe what type of jobs that you typically run. Include job sizes, frequency, etc. For those jobs, what is the typical "turn-around" time from receipt of data to receipt of the document by the postal patron?
7. Provide a listing of references, including contact names and phone numbers, of clients for whom you have provided similar services.

C. Capability and Skill

1. Describe the resources (equipment, staff (number of staff and their qualifications) and facilities) that you have to fulfill the requirements of this contract.
 - i. Data Processing
 - ii. Printing
 - iii. Postal
2. Describe how you currently retrieve client data and process/convert information for printing.
3. What processes and procedures do you utilize to ensure quality?
4. Identify any special awards, commendations or certifications that your firm holds.
5. Are you capable of consolidating two (2) sets of data files into one (1) notice "and/or" consolidating two (2) sets of notices into one (1) envelope for mailing?
6. Once data is retrieved, will you process it through a CASS to certify the list and code of each record with carrier route, zip code plus four and DPBC?
7. Describe how you will standardize records.
8. Do you currently provide an internet-based project visibility, control and tracking system? Please describe. Is any special hardware or software required for Client to utilize your web-based system?
9. Do you have the capability to accumulate totals, aggregate on field value change and control format based on field contents and types? Please elaborate.
10. What Security procedures will be utilized in the performance of this contract?
11. What disaster recovery procedures do you currently have in place?

D. Cost Containment Initiatives

1. Describe any past initiatives that you have taken to reduce costs for your clients.
2. What ideas do you have to help the City of Harrisonburg contain costs for this contract?

E. Other Information

1. Briefly describe other services not directly identified that might be of benefit to the City your firm offers.
2. Provide Samples of documents that you produced similar to the documents that your firm would provide under this contract.
3. If there is any additional information that you wish for the City to consider when evaluating your proposal that has not been covered by responding to the above, you may provide it within your submittal.

VIII. Additional Work Clause:

The City reserves the right to ask the awarded firm to provide service information and pricing to other City departments on as needed basis at any time during the contract period. This may include the Commissioner of Revenue and the City Treasurer and any other City Department.

IX. SPECIAL TERMS AND CONDITIONS

A. RFP Proposal and Clarification

The City reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to the City Purchasing Agent by 12:00 noon September 18, 2012. The City shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum issued by the Purchasing Agent is the only official method whereby interpretation, clarification, or additional information can be give

B. Contract Award

The City reserves the right to award the contract to the most qualified, responsible, and responsive offeror(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and the City's decision shall be final. The city also reserves the right to award to one offeror or to multiple offeror's for the Public Utilities Dept and Commissioner of Revenue.

C. Contract Forms and Renewal of Contract

The contract entered into by the City and the Contractor shall consist of all of the Request For Proposal, any addendum issued, the proposal submitted by the Contractor, the signed contract page and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents.

The contract resulting from this RFP shall be for Water and Sewer Utility Billing Services described in the scope of services of this RFP. Any contract resulting from this RFP shall be for an initial three (3) year term with the option to renew for two (2) additional one year extensions.

Renewal of Contract: This contract may be renewed by the City for under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Any price increase requests must provide written justification of increase. Written notice of the Owner's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

D. Contract Completion Date

Nothing herein, or in the process, shall be construed as having obligated the City to pay for any expenses incurred by respondents to this RFP, prior to the City's approval of a services contract.

If work authorized under the contract has not been completed by the end of the Agreement timeframe, the specific project or task may be extended at the discretion of the City. In

addition, at the City's discretion, there will be the option to continue the contract on a month to month basis for a period of up to (6) six months, at the current contract rate, to allow time for the City to transition.

E. Cancellation of Contract

The City shall have the right to terminate at the City's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of the City.

F. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of the City either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-on negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

G. Assignment of Interest

The Contractor shall not assign any interest in the resulting Contract and shall not transfer any interest in the same without prior written consent of the City, of which the City shall be under no obligation to grant.

H. Release of Data

No reports, information or data given to or prepared by the Contractor under the resulting Contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City, which approval the City shall be under no obligation to grant.

I. Release and Ownership of Information

The City reserves its rights of ownership to all material given to the Contractor by the City and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this RFP.

J. Data Security

If available, the Vendor shall provide its most recent service auditor's report (commonly referred to as a SAS 70 or SSAE 16 report) or similar document that describes the effectiveness of the vendor's internal control environment as it relates to data security. The city will request and the vendor shall provide annual updates of these reports. The Vendor shall include in the proposal their approach to data security.

K. Subcontractors and Assignments

No portion of the work shall be subcontracted without prior written consent of the City. In the event that the Contractor desires to subcontract some part of the work specified wherein, the Contractor shall furnish the City with the names, qualification and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the

contract.

L. Examination of Records

The Contractor agrees that the City or any duly authorized representative shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to any Contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent Contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claim.

M. Utilization of Information

As may be allowed by law, any information, ideas, or concepts that the City receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of the City. The City may use this information for any purpose without compensation to the offeror from whom the information was received.

N. Acceptance, Invoicing and Payment

Unless otherwise negotiated, payment will be made not more frequently than monthly, with invoice terms of Net 30.

X. GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

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

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.

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>.

XI. STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

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

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

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

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

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____



CITY OF HARRISONBURG, VA

Attachment A: 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(s):

#1, dated: _____

- (3) The Contractor's Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

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

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____

By: _____

Title: _____

Title: _____