



DEPARTMENT OF FINANCE AND PURCHASING

2111 Beery Road

Harrisonburg, VA 22801

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.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

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

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

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 2111 Beery Road, 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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METER TESTING REQUEST FOR PROPOSALS

RFP-PU-2012-METER

PURPOSE:

The City of Harrisonburg Department of Public Utilities (City) is soliciting sealed proposals from qualified companies for water meter testing and repair services. A Request for Proposal (RFP) is being utilized in lieu of an Invitation for Bid (IFB) as deemed it is in the best interest of the City due to the nature of the contract.

Sealed proposals will be accepted at the office of the Purchasing Agent, City of Harrisonburg, 2111 Beery Road, Harrisonburg, VA 22801 until March 16 at 3:00 pm. Proposals must be in a sealed envelope clearly marked "RFP for Meter Testing". Provide one (1) original and three (3) copies of the proposal. Proposers are responsible for insuring that the Purchasing office receives the proposal by the due date and time. Late proposals will not be accepted.

Any questions regarding the specifications of the proposal must be directed in writing, to Sherri Sherman, Utilities Supervisor. Any questions deemed relevant to the RFP will be posted as an addenda at www.harrisonburgva.gov/bids.

BACKGROUND:

There are approximately 453 large meters ranging in size from two inches to twelve inches to be tested each year with approximately 100 meters to be tested annually; 98% (ninety-eight percent) of them are field test ready – with accessible test outlets, bypasses, and operational valves which allow them to be completely isolated. Most of the meters were manufactured by Sensus (W series turbine, SRH compound, fireline and SR models). Utility personnel will be available to assist with locating meters and any unusual circumstances that arise.

STATEMENT OF NEEDS:

The City may also require testing of any number of positive displacement meters (5/8" through 2") to help determine its overall system accuracy. The costs associated with this group of meters will be considered in the decision to award, but the large meter testing costs and conditions will be the primary concern.

For a company to be considered responsive to this solicitation, it must:

- 1) Be a licensed contractor in the state of Virginia. The license number must be included as part of the labeling of the sealed envelope containing the proposal. Envelopes without a valid contractor's license number on the label will not be opened.
- 2) Must abide by City of Harrisonburg Business License Regulations. (For information call Harrisonburg Commissioner of Revenue (540) 432-7704).
- 3) Have extensive experience with accuracy testing and repair of large and small water meters. List all personnel who would be involved in this project, with details of their training and years of experience. As most of the utility's meters are Sensus brand, list specific experience with that manufacturer's SRH compound and W Series turbine models (testing and repair).

- 4) Provide in the proposal the methodology to be used. Testing and repair services must conform to manufacturers' recommendations and AWWA standards.
- 5) All work must conform to VOSH 16 VAC 25-140-10 – Virginia Confined Space Standard for Construction Industry. Contractor is responsible for compliance.
- 6) Provide as part of the proposal at least three references for whom the proposing company has performed these services. It is preferred that these reference projects involved one hundred or more large meters. Include utility name, location, key contact person, phone number, email address, number of meters tested and repaired, and brands of meters.
- 7) Timeliness of reports and test to be reported within 5 days of actual test, a running total shall be provided to the City on a daily basis.

Although the total cost of the project is a critical factor, the utility will evaluate each proposal based on the criteria below, and will award the project to the most qualified firm. The City may reject any or all proposals at its sole discretion.

EVALUATION CRITERIA:

1. Ability, capacity and skill of the vendor to perform the contract promptly, without delay or interference. Vendor must have financial resources, quality and availability of equipment to perform the contract
2. Experience in providing similar services, working with Rockwell/Sensus, Hersey, Metron and Kent meters. Include client references.
3. Methodology in regards to testing, repairs, documentation, and safety procedures.
4. Cost of services. Costs will not necessarily be the deciding factor in the selection process.
5. Ability of vendor to provide a six month warranty on all replacement parts.

AWARD:

Selection shall be made of two or more offerers 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.

CONTRACT TERMS:

The contract may be renewed annually by mutual agreement between the City and the vendor each year for a period of three (3) additional years. The contract will be for one (1) year with the option to renew yearly for three (3) additional yearly terms if both parties are in mutual agreement. Any price increases by the vendor must be justified with written documentation. The City maintains the right to ask for any information from the vendor they deem necessary that justifies any price increase. A new contract will be signed for each renewal period.

SPECIAL TERMS & CONDITIONS:

If there is a conflict between the General Terms & Conditions and the Special Terms & Conditions, the Special Terms and Conditions take precedence.

The City in its sole discretion, reserves the right to determine equivalency in any exceptions to the specifications. Repairs to meters shall be made using parts intended from the same brand and model and herein superseding use of brand name clause in General Terms and Conditions of City of Harrisonburg.

COST SUMMARY:

The contractor will supply all parts for repairs. Specify the costs of accuracy tests for each size and type of meter. Specify the costs of typical repairs of each size and type of meter. Repair costs will be on a flat rate, with both a “typical” and “not to exceed” amount.

The vendor cost summary shall include unit costs on the following at a minimum. Descriptions should be clear and complete. The costs must be guaranteed for one year from the date of award and optionally renewed on an annual basis as described in the RFP.

- 1) Field accuracy test on Sensus large meters
- 2) Field accuracy test on non-Sensus large meters
- 3) Removal, replacement, and testing of 5/8", 3/4" and 1" mtrs
- 4) Removal, replacement, and testing of 1 1/2" and 2" mtrs
- 5) Repair various Sensus large meters
- 6) Replace various Sensus large meters
- 7) Repair non-Sensus large meters
- 8) Replace non-Sensus large meters

Additional Requirements:

- 1) State whether or not the cooperative procurement option is agreeable and to what other utilities it would or would not be extended.
- 2) State the understanding of the contract renewability clause.

SCHEDULE OF PRICES

The contractor shall complete the following:

Positive Displacement Meters

Size	Test Only	Total	Size	Test-Repair & Retest	Total
2"	\$_____/ea x 34 =	\$_____(A)	2"	\$_____/ea x 4 =	\$_____(F)

Turbine Meters

Size	Test Only	Total	Size	Test-Repair & Retest	Total
2"	\$_____/ea x 5 =	\$_____	2"	\$_____/ea x 1 =	\$_____
3"	\$_____/ea x 5 =	\$_____	3"	\$_____/ea x 1 =	\$_____
4"	\$_____/ea x 5 =	\$_____	4"	\$_____/ea x 1 =	\$_____
6"	\$_____/ea x 5 =	\$_____	6"	\$_____/ea x 1 =	\$_____
8"	\$_____/ea x 5 =	\$_____	8"	\$_____/ea x 1 =	\$_____
Subtotal =			Subtotal =		
\$_____(B)			\$_____(G)		

Compound Meters

Size	Test Only	Total	Size	Test-Repair & Retest	Total
2"	\$_____/ea x 59 =	\$_____	2"	\$_____/ea x 6 =	\$_____
3"	\$_____/ea x 32 =	\$_____	3"	\$_____/ea x 3 =	\$_____
4"	\$_____/ea x 14 =	\$_____	4"	\$_____/ea x 2 =	\$_____
6"	\$_____/ea x 5 =	\$_____	6"	\$_____/ea x 1 =	\$_____
8"	\$_____/ea x 5 =	\$_____	8"	\$_____/ea x 1 =	\$_____
Subtotal =			Subtotal =		
\$_____(C)			\$_____(H)		

Fire Meters (Single Meters)

Size	Test Only	Total	Size	Test-Repair & Retest	Total
4"	\$_____/ea x 1 =	\$_____	4"	\$_____/ea x 1 =	\$_____
6"	\$_____/ea x 1 =	\$_____	6"	\$_____/ea x 1 =	\$_____
8"	\$_____/ea x 1 =	\$_____	8"	\$_____/ea x 1 =	\$_____
10"	\$_____/ea x 1 =	\$_____	10"	\$_____/ea x 1 =	\$_____
Subtotal =			Subtotal =		
\$_____(D)			\$_____(I)		

Fire Service Assemblies (1 Main line meter + 1 Bypass meter)

Size	Test Only	Total	Size	Test-Repair & Retest	Total
4"x2"	\$_____/ea x 1 =	\$_____	4"x2"	\$_____/ea x 1 =	\$_____
6"x2"	\$_____/ea x 1 =	\$_____	6"x2"	\$_____/ea x 1 =	\$_____
8"x2"	\$_____/ea x 1 =	\$_____	8"x2"	\$_____/ea x 1 =	\$_____
10"x2"	\$_____/ea x 1 =	\$_____	10"x2"	\$_____/ea x 1 =	\$_____
Subtotal =			Subtotal =		
\$_____(E)			\$_____(J)		

Install Test Outlets \$_____/ea x 5 = \$_____(K)

Total bid cost (A+B+C+D+E+F+G+H+I+J+K) = \$_____

Note: The above is inclusive of everything except parts; A spare parts and cost list shall accompany this schedule of prices.

SIGNATURE PAGE

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: _____ Fax: _____ Email: _____

Virginia Contractors License Number: _____

State Corporation Commission Number: _____

Responsible Representative: _____

Title: _____ Phone: _____

Fax: _____ Email: _____

I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative of the proposing vendor:

Signature: _____ Date: _____

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 the Purchasing office and in the Director of Finance office.

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 § 11-51 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.

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:) 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:) 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.

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. **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, § 11-69*).

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 Purchasing Agency 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.

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/offers) 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/offers) 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/offers) 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/offers) 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 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 §§ 11-46.3 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.)**

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 in writing by mail.

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.

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.

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

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 RFP 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
Insurance Requirements

INSURANCE:

By signing and submitting a bid under this solicitation, the provider certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance. The provider further certifies that they or 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.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an additional insured.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Commercial General Liability - \$1,000,000 combined single limit.
- c. Automobile Liability - \$1,000,000 combined single limit.
- d. Excess Liability - \$1,000,000

INDEMINIFICATION:

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