



**DEPARTMENT OF PUBLIC WORKS**

320 East Mosby Road  
 Harrisonburg, VA 22801  
 540-434-5928  
 540-434-2694 Fax

<b>ISSUE DATE:</b> March 21, 2012	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2012-Emissions	<b>FOR:</b> Annual Stack Emissions Testing & Annual Continuous Emissions Monitoring System Quality Assurance Testing at Resource Recovery Plant
<b>DEPARTMENT:</b> Public Works	<b>DATE/TIME OF CLOSING:</b> Wed April 4, 2012 @ 2:00 pm	<b>CONTRACT ADMINISTRATOR:</b> Charlie Honaker

**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:**

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 Dept of Public Works, 320 East Mosby Rd, 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).

**CITY OF HARRISONBURG**  
**Office of Public Works Department**  
**320 East Mosby Road**  
**Harrisonburg, VA 22801**

**RFP2012-Emmissions**

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## SCOPE OF WORK

The following information relates to the work to be performed for complying with the annual testing requirements contained in the Title V Air Permit for the City of Harrisonburg, Resource Recovery Facility (RRF) at 1630 Driver Drive, Harrisonburg, VA 22801. Specifically, this includes the annual stack tests, and the annual continuous emissions monitor quality assurance, required by Conditions No. IV.D.1. through 6. of the January 15, 2009 Title V Permit No. VRO81016.

### ANNUAL STACK TESTING

1. The annual stack tests for 2012 consist of a test for hydrogen chloride (Method 26A), total suspended particulates (Method 5), cadmium, lead, mercury (Method 29), and opacity (Method 9) on each of the two municipal waste combustor (MWC) units, and a test for dioxin/furans (Method 23) on MWC Unit #2.
2. Three one-hour observations (visible emissions observation, or VEE) in accordance with Method 22 shall be conducted when the facility transfers fugitive ash from each MWC unit to the area where the fugitive ash is stored or loaded into containers or trucks.
3. Determination of the sampling locations shall be performed in accordance with 40 CFR 60, Appendix A, Method 1.
4. 40 CFR 60, Appendix A, Methods 2, 3, and 4 shall be used to convert emissions data to the appropriate standard units as outlined in Table 1.
5. It is planned that the testing will be conducted the week of May 14, 2012. All stack testing must be completed no later than May 25, 2011.
6. A draft test protocol must be developed and submitted to the City of Harrisonburg for review and comment at least 45 calendar days prior to the scheduled test date, and be prepared in accordance with Virginia DEQ methodology, including the DEQ Title V certification page to accompany the protocol. Comments will be addressed to finalize the protocol for submittal to the Virginia DEQ, Valley Regional Office at least 35 calendar days prior to scheduled test date.
7. A draft test report shall be prepared and submitted to the City of Harrisonburg for review and comment within 20 calendar days of completion of the field-testing. Comments will be addressed to finalize the testing report within 30 calendar days following the field-testing for submittal by the testing firm to Virginia DEQ.

### ANNUAL CEMS QUALITY ASSURANCE TEST

1. Concurrently with stack testing, the vendor will perform annual Relative Accuracy Test Audits (RATA) for each (MWC Unit No. 1 and MWC Unit No. 2) of the continuous emissions monitoring systems (SO<sub>2</sub>, CO, and O<sub>2</sub>; O<sub>2</sub> being the diluent for units of the standard) in accordance with the procedures described in 40 CFR Part 60, Appendices B and F.
2. It is planned that the testing will be conducted the week of May 14, 2012. All testing must be completed no later than May 25, 2012.
3. A draft test protocol must be developed and submitted to the City of Harrisonburg for review and comment at least 45 calendar days prior to the scheduled test date, and be prepared in accordance with Virginia DEQ methodology. Comments will be addressed to finalize the protocol for submittal to the Virginia DEQ, Valley Regional Office at least 35 calendar days prior to scheduled test date.
4. A draft test report shall be prepared and submitted to the City of Harrisonburg for review and comment within 20 calendar days of completion of the field-testing. Comments will be addressed to

finalize the testing report within 30 calendar days following the field-testing for submittal by the testing firm to Virginia DEQ.

**TABLE 1**  
**Requirements for Stack Testing**  
**CY2012 – City of Harrisonburg RRF**

<b>Pollutant</b>	<b>Reference Test Method</b>	<b>Permit Limit (Concentration corrected to 7% O2)*</b>	<b>Additional information</b>
Dioxins/Furans	Method 23	13 nanograms/dscm	The minimum sampling time must be 4 hours per test run. A total of 3 test runs to be performed
Cadmium	Method 29	0.02 mg/dscf	Each sampling run a minimum of 2 hours in duration with three sampling runs performed
Lead	Method 29	0.20 mg/dscf	Each sampling run a minimum of 2 hours in duration with three sampling runs performed
Mercury	Method 29	0.08 mg/dscf	Each sampling run a minimum of 2 hours in duration with three sampling runs performed
Particulate Matter	Method 5	24 mg/dscf	Minimum of 1-hour testing time per sampling run with three sampling runs performed
Opacity	Method 9	No more than 10%	Three-hour observation period (30 six-minute averages)
Hydrogen Chloride	Method 26 or 26A	25 ppmvd	Each sampling run a minimum of 1 hour in duration with three sampling runs performed
Fugitive Ash (VEE)	Method 22	Visible emissions for no more than 5% of hourly observation period	Three one-hour observation periods
SO <sub>2</sub>	Method 6C	30 ppmdv	Minimum of nine valid 21 minutes relative accuracy test runs
CO	Method 10	100 ppmdv	Minimum of nine valid 21 minutes relative accuracy test runs

\* Title V Permit No. VRO81016, effective January 15, 2009.

**FACILITY RESPONSIBILITIES**

- The facility will be responsible for providing appropriate access, sampling ports, and adequate power supply.
- The stack configuration allows for test ports and proper access to each of the two stacks which are separate liners within a common stack.
- During testing, the facility will be responsible for collecting and communicating operational information to the test vendor to include load levels, control equipment operating parameter levels, and any observed malfunctions of process or control equipment which would invalidate a test run.

- City of Harrisonburg personnel will conduct the annual performance evaluation of the continuous opacity monitoring systems (COMS) on each MWC exhaust stack following Performance Specification 1 in Appendix B of 40 CFR 60. A paragraph will be provided to the stack testing firm to include in the testing protocol on the approach to be utilized for the PS1 evaluation, and results provided for inclusion in the testing report.

#### PROPOSAL INSTRUCTIONS

- Proposals should assume one mobilization for all testing with supplementary information for contingency.
- Each proposal should include a Statement of Qualifications which outlines comparative projects performed and project personnel resumes, and identify any subcontractors to be used, their role, and associated qualifications.
- Proposals must be submitted for consideration by Wednesday, April 4, 2012 on or before 2:00 pm. Proposals must be received on or before the stated due date and received in a sealed envelope clearly marked "RRF Stack Emissions Testing". Late proposals will not be accepted. The City reserves the right to reject and and/or all proposals.
- The proposal should reference agreement to the Contractor and Insurance Requirements and the GENERAL TERMS AND CONDITIONS found herein.

For any questions regarding this RFP, please forward in writing, to Joe Painter, Environmental Compliance Manager at [jhpainter@harrisonburgva.gov](mailto:jhpainter@harrisonburgva.gov). At the City's discretion, any questions deemed to be significant and if the information would benefit all vendors, the answers will be posted as an addendum to the RFP at [www.harrisonburgva.gov/bids](http://www.harrisonburgva.gov/bids).

**RFP EVALUATION CRITERIA:**

1. Experience: Prior experience in providing similar services, including client references.
2. Ability to provide the services: Specific information on the company's ability to deliver the required services.
3. Responsiveness: The Vendor's ability to deliver the required services on time and in accordance with the Statement of Needs.
4. The proposed fee structure. Costs will not necessarily be the deciding factor in the selection process.

**AWARD:**

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.

Contract term will be for a period of one year.

## GENERAL TERMS AND CONDITIONS

- A. 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.
- B. 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.
- C. 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 in 1. and 2. 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.
- D. 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.
- E. 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.
- F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these 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.

L. 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.

M. 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.

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

O. 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.

- P. 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.
- Q. 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)
- R. 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)
- S. 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)
- T. 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.)
- U. 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.
- V. 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.
- W. 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.

- X. **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.
  
- Y. **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 will be required to provide these same items (services), at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia.
  
- Z. **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**  
**Return this form with proposal**

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

## **CONTRACTOR AND INSURANCE REQUIREMENTS**

### **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 the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's 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. A Certificate of Insurance needs to be filed with the city listing the City of Harrisonburg as an additional insured on the policy.

### **INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation – Statutory requirements and benefits.
2. Commercial General Liability - \$1,000,000 combined single limit.
3. Automobile Liability – \$1,000,000 combined single limit.
4. Excess Liability - \$1,000,000

### **INDEMNIFICATION:**

The Contractor (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.



**CITY OF HARRISONBURG, VA**  
**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 Request for Proposal dated :

Any Addenda Dated:

- (3) The Contractor's Proposal dated \_\_\_\_\_ and the following negotiated modifications 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: \_\_\_\_\_