CITY OF HARRISONBURG
FINANCE & PURCHASING

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REQUEST FOR QUALIFICATIONS (RFQ) COVER PAGE

ISSUE DATE: May 18, 2022	**DESIGN-BUILD CONTRACT NUMBER:** 2022028-PW-DB	**FOR:** Public Safety Building Security Fence Project
DEPARTMENT: Public Works	**DATE/TIME OF CLOSING:** June 16, 2022 on or before 3:00pm local time	**CONTRACT ADMINISTRATOR:** Tom Hartman, Director of Public Works
DATE/TIME LAST DAY FOR QUESTIONS: June 9, 2022 on or before 12:00pm (noon) local time	**DATE/TIME PROJECT INFORMATION MEETING:** June 1, 2022 at 10:00am local time	**PROJECT INFORMATION MEETING MANDATORY:** ☐ Yes ☑ No ☐ N/A

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

VENDOR INFORMATION

Name of Vendor:_____ Telephone #:_____

Address: _____ Federal Employer Identification #:_____

_____

Contact Name: _____ Contact Email Address:_____

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

_____ _____
VENDOR'S LEGALLY AUTHORIZED SIGNATURE **DATE**

_____ _____
PRINT NAME **TITLE**

Please take a moment to let us know how you found out about this Request for Qualifications (RFQ) – Check one:

☐ eVA Website ☐ Bid Room (Please List) _____

☐ The Daily News Record Newspaper ☐ Notified by City Directly ☐Other (Please List) _____

Complete & return this document with proposal submission.

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1.0 INTRODUCTION

The purpose of this Request for Qualifications (RFQ) by the City of Harrisonburg, Virginia (City) is to solicit Statements of Qualifications (SOQs) from interested vendors (Offeror) to serve as the Design-Builder for the Harrisonburg Public Safety Building Security Fence Project. The purpose of this RFQ is to solicit information that will enable the City to determine which Offerors: (a) are best qualified to successfully execute the design and construction of the Project; and (b) will be invited to submit proposals in response to the City's Request for Proposals (RFP).

Offeror's SOQs must meet all requirements established by this RFQ. Requirements of this RFQ generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with an Offeror's SOQ. Failure to meet an RFQ requirement may render an Offeror's SOQ non-responsive while the extent to which an Offeror meets or exceeds evaluation criteria will be rated by the Evaluation Committee and be reflective of the Evaluation Committee's scoring of Offeror's SOQs.

Offerors shall take note that the RFQ is being provided for information purposes only. All documents included therein are subject to change; therefore, these documents shall not be relied upon for the purposes of developing a Proposal.

1.1.CITY'S DESIGN-BUILD PROCUREMENT PROCESS

This RFQ is being issued in accordance with Virginia Code 2.2, Chapter 43.1 and with the City of Harrisonburg's Design-Build Procedures as adopted by Resolution from the Harrisonburg City Council effective January 1, 2022.

The City of Harrisonburg will use a two-phased selection process for the selection of a Design-Builder for the Project. This RFQ represents the first phase in the selection process, during which Offerors will submit Statements of Qualifications for the project. Upon completion of this Step 1, the City intends to short-list at least two (2) Offerors. Only the short-listed Offerors will receive the Request for Proposal (RFP) and be allowed to submit a proposal. In the event the SOQs of fewer than two (2) Offerors are determined to be responsive, then the City reserves the right to not proceed to Step 2 of the D-B process.

Step 2 of the selection process will entail the submission of two (2) separately-sealed parts: a Technical Proposal and a Cost Proposal from each short-listed Offerors. While the RFP will contain specific requirements for the separately-sealed Technical and Sealed Cost Proposals, as well as specific selection criteria, the City anticipates that: (a) Technical Proposals will include, among other things, the Offeror's design/conceptual plans and a Project schedule; and (b) Cost Proposals will include, among other things, the fixed price for the design and construction of the Project. The City further anticipates that upon completion of the evaluations of the separately-sealed Technical and Cost Proposals, the City will recommend the top-ranked Offeror for an award of a fixed price design-build contract.

Offerors are on notice that the City may negotiate and award a design-build contract to an Offeror if, upon a written determination, the City determines that such Offeror is the only Offeror fully qualified to perform the proposed design-build contract, or that such Offeror is clearly more highly qualified than the others under consideration.

2.0 BACKGROUND

The City wishes to construct a 6' (six foot) tall black vinyl security fence, mechanically operated vehicle and person gates that are connected to the City's IT network, and parking lot reconfiguration to increase the number of available parking spaces within newly fenced area. The City has prepared a 60% design of these improvements and has included this site plan as an attachment to this RFQ document. Additional details concerning specific fence type, gate type, network and power connections, security cameras, and parking lot reconfiguration will be provided to the short-listed firms during the RFP phase of this design-build selection process.

3.0 SCOPE OF WORK

The management, design, and construction services will be performed as a single contract with one entity identified as the Team. Services will include all necessary tasks/activities to manage, design, and construct the project, including but not limited to: project planning, permits, fees, inspections, bonding, engineering, and construction services to deliver a complete, usable, and fully-operational building.

The RFQ phase of the procurement process is intended to enable Offerors to demonstrate their qualifications to perform the Project, and to enable the City of Harrisonburg to evaluate those qualifications in arriving at a short-list. Offerors are advised that the SOQ should include specific information that will demonstrate the qualifications and experience required by this RFQ. Offerors should note that it is not the intent of the City to receive Project-specific design or engineering recommendations as part of this RFQ. The SOQ shall include all information required under this Section. Offerors shall be aware that the City reserves the right to conduct an independent investigation of any information, including prior experience, identified in a Statement of Qualifications by contacting project references, accessing public information, contacting independent parties, or any other means. The City also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's SOQ.

3.1.ANTICIPATED PROJECT SCOPE

Offeror shall provide all plant, labor, superintendence, materials, tools, equipment, supplies, incidentals, and other ancillary items necessary, for complete turnkey development of the Public Safety Building security fence and site preparation to include design and construction of the fence and reconfigured parking including, but not limited to:

- Provide all design, engineering, and planning related to the construction of the security fence and reconfigured parking.
- Environmental studies and permits, as needed
- Any additional engineering studies, as needed
- Bonding and permitting, including any fees
- Provide documentation and manuals per specifications
- Provide a detailed Statement of Work (SOW) after the successful offeror has been selected, which will be included in the final contract.
- Provide coordination between the City, subcontractors, and other stakeholders to assure a quality project, timely delivery, safe implementation and to ensure that all contractual and warranty commitments are fulfilled.

3.2.OFFEROR'S QUALIFICATIONS & TEAM STRUCTURE

The Offeror should provide sufficient information to enable the City to understand and evaluate the Offeror's Team. In accordance with the City's Design-Build Procedures, all Offerors must have a licensed Class "A" contractor and an Architect or Engineer registered in the Commonwealth of Virginia as a part of their Project Team.

Functioning as an integral member of the project that will include representatives from the City of Harrisonburg and other consultants as required, it will be the responsibility of the awarded Team to integrate the management, design, and construction phases, utilizing skills and knowledge of design and general contracting to provide design, code analysis, value engineering and constructability reviews, develop schedules; prepare detailed project construction estimates; study labor conditions; and, in any other way deemed necessary, to contribute to the development of the Project during the pre-construction/design phase. The Team assumes design and construction risk and has direct authority over the subconsultants and subcontractors and is responsible for construction means and methods.

The Offeror should respond to the following requirements in their Statement of Qualification Submittal:

3.2.1. Provide the identity of and information about the Key Personnel listed below. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Design-Build Contract. This information is to be provided on the Key Personnel Resume Form attached hereto as Attachment 3.3.1. Resumes for individuals who are not identified as Key Personnel should not be included in the SOQ. At the time of SOQ submittal, the Key Personnel shall be an employee of the respected firm shown on the Organizational Chart and dedicated to the Project.

a. Design-Build Project Manager (DBPM) – This individual shall be responsible for the overall Project design and construction and shall have the necessary expertise and experience required to supervise and exercise a degree of control of the Work. Work is comprised of all Design-Builder's design, construction, quality management, contract administration and other services required by the Contract Documents, including procuring, and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents in a timely manner. The individual should be capable of answering questions/inquiries relevant to the project. The DBPM shall be responsible for meeting the Design-Builder's obligations under the Contract and avoiding and resolving disputes. This individual shall also coordinate any required public outreach and public meetings. The City prefers that the DBPM be certified as a Design-Build Professional by the Design-Build Institute of America (DBIA).

b. Disciplined Engineer in Charge (EIC) – The EIC is responsible for ensuring that all engineering work for the Project is integrated, is in conformance with the Contract Documents, and otherwise delivers a safe, constructible, and functional Project. The EIC shall compile the complete, aggregate collection of the final Released for Construction Plans, Specifications, and other documents for the entirety of the Work and seal and sign the Final Plan Submissions and Construction Plans submitted to the City. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia and shall be an employee or subconsultant of the Design- Builder.

The EIC shall have the necessary expertise and experience required to ensure that complex engineering decisions involving multi-disciplinary work are made by a professional engineer licensed in the State and that such engineer is well experienced working with the various disciplines involved in such decision. The EIC also shall ensure that all responsible charge engineer work is performed by qualified engineers and otherwise in compliance with Legal Requirements.

The EIC will make engineering decisions as needed for the Project, or otherwise cause such decisions to be made by skilled and qualified responsible charge engineers and ensure that any such decisions relating to one component for the Project are evaluated for impacts to the Project as a whole. The EIC also will ensure that engineering decisions are not made by non-engineers. Consistent with the requirements of 18 VAC §§ 10-20-740.B and -760B.2, the EIC shall be directly involved in or have personal supervisory direction and control authority in making and approving engineering decisions during construction; shall be capable of answering inquiries about all such engineering decisions; shall have the authority to stop work.

The EIC shall be available, or otherwise ensure that responsible charge engineers are available, to take immediate action to resolve matters involving potential hazards. The EIC shall report directly to the Project Manager and shall have direct lines of communication with the Design Manager, Construction Manager, and the Quality Assurance Manager. The EIC's duties are independent of the Design Builder's required Quality Assurance and Quality Control obligations.

The individual serving as the Project Manager or the Design Manager may perform the role of the EIC, provided such individual has the qualifications and requirements described in this Section.

c. Quality Control Manager (QCM) - This individual shall be assigned to the Project and is required to be on the Project site full-time when the construction is occurring. The QCM should be shown on the organizational chart and be supported by other QC Inspectors under his/her direction to ensure that time all construction operations and QC activities are being observed.

d. Design Manager (DM) – This individual shall be responsible for coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents. The DM shall be responsible for establishing and overseeing a QA/QC program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, shop drawings, specifications, and constructability for the Project. This individual shall be a registered, licensed, Professional Engineer in the Commonwealth of Virginia. The individual serving as the Project Manager, Entrusted Engineer in Charge or the Construction Manager may perform the role of the DM, provided such individual has the qualifications and requirements described in this Section.

e. Construction Manager (CM) – This individual, who will be required to be on the Project site for the duration of construction operations, shall be responsible for managing the construction process, to include all Quality Control (QC) activities to ensure the materials used and work performed meet contract requirements and the "approved for construction" plans and specifications. The CM shall hold or identify someone that holds a Virginia Department of Environmental Quality (DEQ) Responsible Land Disturber (RLD) Certification and a VDOT Erosion and Sediment Control Contractor Certification (ESCCC) or a statement shall be included indicating this individual will hold these certifications prior to the commencement of construction. The individual serving as the Project Manager, Entrusted Engineer in Charge or the Design Manager may perform the role of the CM, provided such individual has the qualifications and requirements described in this Section.

The Offeror shall provide proof that they have constructed, by any method of project delivery, at least three (3) projects similar in program and size.

3.3.EXPERIENCE OF OFFEROR'S TEAM

Provide sufficient information to enable the City to understand and evaluate the experience of the Offeror's team on projects of similar scope and complexity. The City intends to select an Offeror which best demonstrates previous experience in the following parameters:

- Finishing contracts on time or earlier than the original contract fixed completion date
- Experience in successfully coordinating with adjacent projects
- Delivering projects in developed urban corridors
- Use of innovative design solutions and construction techniques
- Limiting impacts to the traveling public and affected businesses and communities, including commitments to effective strategies to minimize congestion and community impacts during construction
- Developing and managing effective communication strategies with business owners and other key stakeholders

Identify three (3) relevant projects by the Lead Contractor for this Project, focusing on what the Offeror considers most relevant in demonstrating the Lead Contractor's qualifications to serve as the Lead Contractor for this Project. The three (3) projects shall be projects delivered by Design-Build methodology. If the Offeror is a joint venture, at least one work history form shall be provided by each member of the joint venture. If work identified was performed by an affiliated or subsidiary company of the Lead Contractor, explain the justification for utilizing an affiliated or subsidiary company to satisfy the relevant project experience on this Project and the control the Lead Contractor will exercise over the affiliated or subsidiary company on this Project. Additionally, identify the full legal name of the affiliated or subsidiary company, describe their role on this Project, indicate their responsibilities on the organizational chart and discuss how the Lead Contractor will be responsible for the work performed by the affiliated or subsidiary company on this Project. For all projects, identify the prime design consultant responsible for the overall project design of the projects listed.

Identify three (3) relevant projects by the Lead Designer for this Project, focusing on what the Offeror considers most relevant in demonstrating the Lead Designer's qualifications to serve as the Lead Designer for this Project. For all projects, identify the prime/general contractor responsible for overall construction of the projects listed.

A narrative description should be included for each project. The description shall include only one singular project. Projects/contracts with multiple phases, segments, elements (projects), and/or contracts shall not be considered a single project. If the Offeror chooses to submit work performed as a Joint Venture or Partnership, identify how the Joint Venture or Partnership was structured and provide a description of the portion of the work performed only by the Offeror's firm. Any deviations from the requirements noted herein may render a SOQ non-responsive.

3.4.REQUIREMENT TO KEEP TEAM INTACT

The team proposed by Offeror, including but not limited to the Offeror's organizational structure, Lead Contractor, the Lead Designer, Key Personnel, Sub-Contractor and/or Sub- Consultant and other individuals identified pursuant to Section 3.2 above, shall remain on the Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. The Offeror shall not change or substitute any Key Personnel except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved by the City. Any proposed change of Key Personnel must be submitted in writing to the City's Contract Administrator, who will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Contract.

3.5.OFFEROR'S SCOPE OF WORK

The Scope of Work to be undertaken by the Design-Builder under the design-build contract for this Project will be identified in the RFP. This work includes, among other matters, all work required to support the design and construction of the Public Safety Building security fence and reconfigured parking.

3.6.PROJECT RISKS

Provide sufficient information to enable the City to understand and evaluate the Offeror's understanding of the Project's risks.

Identify and discuss three (3) unique risks for this Project, focusing on what the Offeror's team considers the most relevant and critical to the success of this Project. Provide a narrative for each risk that describes why the risk is critical, indicates the impact the risk will have on the Project and discusses the mitigation strategies the Offeror's team may implement to address the risk. Describe the role that the Offeror expects the City or other agencies may have in addressing these Project risks. Each risk identified should be a unique, singular risk and should not include multiple subsets under a risk category. If subsets of a critical risk are provided, only the first risk subset will be evaluated.

3.7.ANTICIPATED SCHEDULE

The City currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as it finds necessary.

Advertise RFQ	May 16, 2022
Project Information Meeting	June 1, 2022 at 10:00am
SOQ Deadline to Submit Questions	June 9, 2022 on or before 12:00pm

SOQ Submission Due Date	June 16, 2022 on or before 3:00pm
Anticipated release of Short-List	July 5, 2022
Anticipated RFP release date	July 20, 2022
Anticipated D-B Contract Award Date	September 22, 2022
Final Project Completion	October 2023

4.0 NON-MANDATORY PROJECT INFORMATION MEETING

A project information meeting will be held on the date and time listed on the cover page of this RFQ. The meeting will be held at the City Hall Building, located at 409 South Main Street, Room 011, Harrisonburg, Virginia 22801. A representative from every interested contractor intending to submit a statement of qualifications package in response to this RFQ is recommended to be in attendance for the entire meeting. A list of questions and answers will be generated from the meeting and posted as an addendum on the City's website at www.harrisonburgva.gov/bids-proposals.

5.0 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This section describes specific information that must be included in the Statements of Qualifications. The submittal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to provide design-build services for Public Safety Building Security Fence project. Failure of any Offeror to submit its SOQ in accordance with this RFQ may result in rejection of its Statements of Qualifications.

There is no page limit for the Statement of Qualifications and required forms, however it is the City's preference for all submittals to be prepared simply and economically, providing a straightforward, concise description of the Offeror's 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. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Proposals shall be signed by an authorized representative of the Offeror. In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required.

The Offeror shall not submit more than one Statement of Qualifications for this Project. If more than one Statement of Qualifications is submitted by an individual, partnership, Corporation, or any party of a Joint Venture, then all Statement of Qualifications submitted by that individual, partnership, Corporation or Joint Venture shall be disqualified. If more than one Statement of Qualifications is submitted by an affiliate or subsidiary company of an individual, partnership, Corporation, or any party of a Joint Venture, then all Statement of Qualifications submitted by that individual, partnership, Corporation or Joint Venture shall be disqualified.

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

TAB 1	• Cover Sheet (first page of this RFP), completed. • Table of Contents – all pages are to be numbered. • Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFQ.

	• Identify the name, title, address, phone and fax numbers, and e-mail address of an individual who will serve as the Point of Contact for the Offeror.
TAB 2	**EXPERIENCE & QUALIFICATIONS** • Attachment F. References List • List of affiliated & subsidiary companies • Copies of DPOR supporting registration/license documentation • Key Personnel Resume Forms (Not to exceed 2 pages for each key personnel) • Work History Forms (Not to exceed 1 page per project for the lead contractor & lead designer) • Copy of Contractor's RLD Certificate • Copy of Contractors ESCCC Certificate
TAB 3	**REQUIRED FORMS** • Attachment B. Proprietary/Confidential Information Identification Form • Attachment C. State Corporation Commission (SCC) Form • Attachment D. Non-Collusion Affidavit • Attachment F. Affiliated & Subsidiary Companies of the Offeror
TAB 4	**ADDENDA**, signed *(if any)*
TAB 5	**OTHER SERVICES** *(optional)* The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal.

6.0 GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA

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

7.0 INSURANCE REQUIREMENTS

Offerors shall have the ability to obtain appropriate insurance coverage and bonding capacity for the project to include, but not be limited to general liability insurance, automobile liability insurance, workers compensation insurance, builder's risk insurance, and performance and payment bonds.

8.0 INSTRUCTIONS TO OFFERORS

All submittals must be in an opaque, sealed envelope or box and clearly marked: "**Qualifications Submittal: Design-Build Services for Public Safety Building Security Fence Project RFQ 2022028-PW-DB**". Submittals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide five (5) identical paper copies and one (1) identical electronic PDF copy (on CD or thumb drive) of the submittal documents. If proprietary/confidential information is identified (Attachment B), Offeror is required to submit a redacted copy of their submittal in addition to the required number of copies requested. Redacted copy should be provided in hard copy and in electronic PDF format on CD or thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

Submittal documents shall be mailed or hand-delivered to the **Purchasing Office located at 409 South Main Street, Third Floor, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm, except City holidays (www.harrisonburgva.gov/city-holidays). Faxed or emailed submittals will not be accepted. SOQs shall be received by the Purchasing Office no later than the date and time listed on the cover page of this RFQ. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date. Proposals will not be publicly opened.

All documents contained within the submission shall be completed in their entirety and signed and dated where required.

8.1. OWNERSHIP OF DOCUMENTS

Any professional or conceptual engineering or architectural drawings, plans or design ideas shall become property of the City of Harrisonburg at the time of bid/proposal opening.

The City of Harrisonburg may consider paying those Offerors who submit a responsive Proposal, but are not awarded the Design-Build Contract, a Proposal Payment. The Proposal Payment amount, if any, will be identified in the RFP and the Proposal Payment Agreement Form included in the RFP. The Proposal Payment is only paid to unsuccessful Offerors on the Short-List that submit a responsive Proposal. When a Proposal Payment is accepted, the City shall retain the right to use technical solutions, design concepts, or any other proprietary information contained in Design-Build Proposals from unsuccessful Offerors. Under no circumstances will the City be liable for or reimburse any costs incurred by Offeror in developing a Proposal unless otherwise noted in the RFP.

9.0 QUESTIONS

Questions related to the RFQ or requests for clarification shall be directed to the Procurement Manager for the City of Harrisonburg, by email (Questions@harrisonburgva.gov). Oral questions outside of scheduled RFQ meetings will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals. All questions must be received no later than the date and time listed on the cover page of this RFQ. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their submission.

10.0 SUBMITTAL EVALUATION CRITERIA

An Evaluation Committee will be appointed to rate and score the SOQs. The Evaluation Committee shall consist of at least three (3) members, including a licensed design professional if possible. In addition to the appointed Evaluation Committee, the City may use any appropriate technical resources to aid in evaluating the submittals.

The Evaluation Committee will rate and score the Offeror's Statements of Qualifications and any other relevant information and shall determine which Offerors are fully qualified and suitable for the project based upon the evaluation criteria found in this RFQ and in accordance with the City's Design-Build Policy. Failure to meet all RFQ requirements may render a Statement of Qualification nonresponsive while the extent to which an Offeror meets or exceeds evaluation criteria will be rated by the Evaluation Committee and will be reflective of the

Evaluation Committee's scoring of the Statements of Qualifications submitted by Offerors. The City may hold interviews, ask written questions of the Offerors, seek written clarifications, conduct discussions on the SOQs and solicit updated SOQs during the evaluation and short-listing process.

The Statements of Qualifications will be evaluated based upon the following selection criteria:

Evaluation Criteria	**Points Available**
Experience of Offeror's Team	40
Offeror's Team Structure	20
Project Risks	20
Experience of at least 3 projects similar in program & size	15
DBPM is Certified as Design-Build Professional by DBIA	5
TOTAL:	100

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions. Non-binding cost estimates may be part of the discussion.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City. The City reserves the right to waive any informality in any proposal.

11.0 SHORT LIST OF VENDORS TO RECEIVE THE RFP

The evaluation of SOQs shall result in a short list of at least two (2) Offerors to receive the Request for Proposals (RFP) from the City. An Offeror may be denied prequalification only as specified under § 2.2-4317 or those capabilities or qualifications beyond licensure set out in the RFQ, but the short list shall consist of those deemed best qualified. It is possible for an Offeror to be found qualified, but not be selected to the short list.

At least thirty (30) days prior to the date established for the submission of proposals, the City shall advise in writing each Offeror which sought prequalification whether that Offeror has been prequalified. In the event that an Offeror is denied prequalification, the written notification to such Offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.

The City shall send an RFP to the Design-Build Offerors on the short list for the project and request formal proposals from them (Step 2 of the Design-Build process).

12.0 CONFLICT OF INTEREST

12.1. Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and the City relative to the Project or the City's Design-Build program may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to the City's POC.

12.2. The City will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a Design-Build team member for the Project. Failure to abide by the City's determination in this matter may result in a proposal being declared non-responsive.

12.3. Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, for example, may include, but are not limited to the following situations:

a. An organization or individual hired by the City of Harrisonburg to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.
b. An organization or individual hired by the City of Harrisonburg to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for the City's Design-Build program, and as a result has a unique competitive advantage relative to the Project.
c. An organization or individual with a present or former contract with the City of Harrisonburg to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.
d. An organization or individual with a present contract with the City of Harrisonburg to assist in Design-Build contract administration for the Project.

12.4. The City of Harrisonburg reserves the right to make determinations relative to potential conflicts of interest on a project specific basis.

12.5. The City of Harrisonburg may determine that a conflict of interest or a real or perceived competitive advantage may be mitigated by disclosing all or a portion of the work product produced by the organization or individual subject to review under this Section. If documents have been designated as proprietary by Virginia law, the Offeror will be given the opportunity to waive this protection from disclosure. If an Offeror elects not to disclose, then the Offeror may be declared non-responsive.

12.6. The firms (including their subsidiaries and affiliated companies) listed below will not be allowed to participate as a Design-Build team member due to a conflict of interest.

a. None

The following firms (including their subsidiaries and affiliated companies) may have a real or perceived conflict of interest. However, no conflict-of-interest determination request has been submitted for The City of Harrisonburg's decision and should be considered conflicted.

a. None

ATTACHMENT A. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (REV. 09-20-19)

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

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DEFINITIONS

ADDENDUM/ADDENDA: Addition(s) or supplement(s) to a solicitation to clarify, modify or support information which becomes part of the contract.

BID: The offer of a prospective vendor/supplier to an Invitation To Bid to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization who submits a response to an Invitation to Bid or a Request for Proposal and offering to enter into a contract with the City.

COLLUSION: A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful purpose.

CONFLICT OF INTEREST: An actual or potential situation in which the personal interests of a vendor, employee or public official are, or appear to be, in conflict with the best interests of the City.

CONTRACTOR: The entity that has a direct contract with the City to furnish goods, services or construction for a certain price.

CITY or OWNER: City of Harrisonburg, Virginia.

DAY(S): Defined as calendar days unless otherwise specified as business days.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION TO BID (ITB): A formal request which is made to prospective suppliers (bidders) for their quotation on goods, services, or construction desired by the City. The issuance of an ITB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

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

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

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

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

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

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

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

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

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

CONDITIONS OF BIDDING

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

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

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

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

CLARIFICATION of TERMS: 2.2-4316 If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the person identified in the solicitation no later than five (5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.

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

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

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

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

ETHICS IN PUBLIC CONTRACTING: 2.2-4371 By submitting their bids/proposals, the bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

MANDATORY USE of CITY FORMS AND TERMS and CONDITIONS for ITBs AND RFPs: Failure to submit a bid/proposal on the official City form(s) provided or in the format identified, for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the ITB or RFP may be cause for rejection of the bid/proposal. The City reserves the right to decide, on a case by case basis, in it's sole discretion, whether to reject any bid/ proposal which has been modified. As a precondition to its acceptance of an ITB response, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification to the provisions of the contract shall be effective unless the modification is incorporated into the contract document.

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

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

   If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.

8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

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

REVISIONS to the OFFICIAL ITB/RFP: No bidder/offeror shall modify, revise, edit or make any unauthorized change(s) to the original official ITB/RFP. ~~The official solicitation document and the Addenda(um) are the documents posted on the eVA website (www.eva.virginia.gov).~~ Due to the eVA upgrade and subsequent system shut down, all official solicitation documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals). Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the bidder/offeror by the City of Harrisonburg.

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

AWARD

CONTRACT AWARD

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

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

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

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

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

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

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

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Office will publicly post such notice and/or will notify all responsive bidders/offerors and records are available for public inspection in accordance with the VA Freedom of Information Act (VA Code 2.2-3700 et seq).

~~The City posts all Notice of Awards on eVA at www.eva.virginia.gov~~. Due to the eVA upgrade and subsequent system shut down, all Notice of Award documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals).

CONTRACT PROVISIONS

ANTI-DISCRIMINATION: 2.2-4311 By submitting their bids/proposals, bidders/offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act.
In every contract over $10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

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

expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

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

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

COOPERATIVE PROCUREMENT: 2.2-4304 This procurement is being conducted in accordance with the provisions of 2.2-4304 Code of VA. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. The City, its officials and staff are not responsible for placement of orders,invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the City, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a City Contract. The City assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification. Other public bodies desiring to use this contract must make their own legal determination as to whether the use of this contract is consistent with their laws, regulations, and other policies

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure items of a comparable quality from other sources and hold the contractor responsible for any resulting additional costs above the contract price when purchases are made in the open market. This remedy shall be in addition to any other remedies, which the City may have.

DRUG-FREE WORKPLACE: 2.2-4312 During the performance of this contract, the contractor agrees to: (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

IMMIGRATION REFORM and CONTROL ACT OF 1986: 2.2-4311.1 By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including attorney's fees, resulting from or arising out of Contractor's or it's agent's and subcontractor's negligent activities or omissions, or from which the Contractor would have legal liability outside of contract.

INSURANCE: By signing and submitting a bid/proposal under this solicitation, the bidder/offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time of contract execution. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with **2.2-4332** and **65.2-800** et seq. of the Code of Virginia. The bidder/offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost

wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

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

PAYMENT: 2.2-4352 – 2.2-4354

1. To Prime Contractor:
   Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

   The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City. The City requires an updated IRS Form W-9 be filed with the Purchasing Office at or before the contract is signed.

   Unreasonable Charges: Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

   The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute **(2.2.4363).**

2. To Subcontractors:
   A contractor awarded a contract under this solicitation is hereby obligated to pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or;

   Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
   The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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

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

1. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.
2. Termination for Cause: Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.
3. Termination Due to Unavailability of Funds: Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SPECIFICATIONS

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

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

USE OF BRAND NAMES: 2.2-4315 Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation. The City reserves the right to determine the suitability of substituted items for those specified and to accept in whole or in part any and all bids/proposals received.

DELIVERY

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

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

TRANSPORTATION AND PACKAGING: All materials shipped to the City must be shipped Free On Board (FOB) Destination unless otherwise stated in the contract. By submitting their bids/proposals, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

Code of Virginia 2.2-4342F *(updated 07/01/18)*: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices."

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested. The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Bidder/Offeror:_____

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

**Bidder/Offeror may attach additional sheets if necessary*

☐ **Check this box if there are none.**

****Complete & return this document with proposal submission.***

ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia 2.2-4311.2 subsection B, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid/proposal the identification number issued to it by the State Corporation Commission (SCC) and shall not allow the identification number to lapse, be revoked or cancelled at any time during the term of the contract. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. A link to the SCC site is at http://www.scc.virginia.gov.

Select one of the following boxes. **The undersigned Offeror :**

☐ is a corporation or other business entity with the following SCC identification number: _____ .

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.

☐ 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).

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

☐ has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The City reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

****Complete & return this document with proposal submission.***

ATTACHMENT D. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

(1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;

(2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;

(3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____
(Print)

Name of Firm: _____

CITY / COUNTY OF _____,

STATE OF _____, to wit:

I, _____, a Notary Public, do certify

that_____whose name is signed to

the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this_____day of_____, 20___.

My Commission expires_____.

_____
Notary Public

****Complete & return this document with proposal submission.***

ATTACHMENT E. REFERENCES LIST

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

Reference #1

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

Reference #2

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

Reference #3

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

Terminated Reference ***(if applicable)***

Indicate below a listing of at least one (1) recent client/account that has terminated your company's services within the last three (3) years. Account(s) are preferred to be government accounts of a similar size and nature.

Company:_____ Contact Person:_____

Phone #:_____ Email:_____

Project:_____ Dates of Service:_____

COMPANY BACKGROUND ***(Attach additional sheets if necessary.)***

Number of Years in Business:_____

Overview of Work History, Experience & Background of Company: _____

_____

_____

_____

_____

****Complete & return this document with proposal submission.***

ATTACHMENT F. AFFILIATED & SUBSIDIARY COMPANIES OF THE OFFEROR

Offerors shall complete the table and include the addresses of affiliates or subsidiary companies as applicable. By completing this table, Offerors certify that all affiliated and subsidiary companies of the Offeror are listed.

Check this box if the Offeror does not have any affiliated or subsidiary companies: ☐

Relationship with Offeror *(Affiliate or Subsidiary)*	**Full Legal Name**	**Address**

Complete & return this document with proposal submission.