APPENDIX F. GUIDELINES FOR THE IMPLEMENTATION OF PUBLIC PRIVATE EDUCATION FACILITIES & INFRASTRUTURE ACT OF 2002 (PPEA GUIDELINES)

The following are the adopted guidelines for the implementation of the Public-Private Education Facilities and Infrastructure Act of 2002. These guidelines are intended to encourage competition, guide selection of projects for the City of Harrisonburg ("City"), and channel innovative solutions to public problems through a multi-phase approach.

The PPEA grants a responsible public entity the authority to create public-private partnerships for the development of a wide range of projects for public use if the entity determines that there is a need for a project that such a partnership might provide the project to the public in a more timely or cost-effective manner than standard procurement under the Virginia Public Procurement Act ("VPPA"), It may also incorporate innovative and creative concepts in project delivery, operation, maintenance or finance. The City is a responsible public entity under the PPEA and adopts these guidelines to manage its implementation of the PPEA.

Because the PPEA is intended to encourage innovative partnerships between responsible public entities and private entities, the City is able to maintain an open dialogue with private entities to discuss the need for infrastructure improvements.

Although guidance with regard to the application of the PPEA is provided in this document, it is incumbent upon all entities, both public and private, to comply with the provisions of the PPEA and other applicable laws. In the event that the applicable law is amended in a manner that conflicts with these Guidelines or concerns material matters not addressed by these Guidelines, then these Guidelines shall be interpreted in a manner to conform to the law. The City may amend these Guidelines from time to time consistent with applicable law. If these Guidelines are not amended prior to the effective date of the new law, these Guidelines nonetheless shall be interpreted in a manner to conform to the PPEA as amended.

1.0 SUMMARY OF THE PPEA PROCESS

1.1 Solicited vs. Unsolicited

PPEA procurements may be structured either as "solicited" or "unsolicited." A solicited proposal features release and advertisement of a general request for proposals or invitation for bids, for which creative responses are sought and evaluated. The requirements for any particular solicited proposal shall be as specified in the solicitation document published by the City for that proposal. An unsolicited proposal is for a public-private solution where the public body has made it known that a problem exists that it needs to solve. This is often included in a locality's comprehensive plan, capital improvements program, or other strategic or long-term planning document.

For the purposes of these guidelines, a submission on an unsolicited basis is not an offer responding to the City's previously published solicitation.

1.2 Phases of the PPEA Process

Regardless of whether a proposal is solicited or unsolicited, the general phases are:

1. *Conceptual (Initial) Phase*. Firms or groups of firms make proposals to the public body for how they would solve the relevant infrastructure problem. An evaluation team is formed to analyze the proposals and meet with the Offerors and advise City Council on how best to proceed. This initial phase should contain information regarding the Offeror's qualifications and experience, project characteristics, project financing, anticipated public support or opposition, or both, and project benefit and compatibility.

2. *Detailed Phase*. The public body may—but need not—proceed to the detailed phase with one or more Offerors. The selected Offeror(s) and the public body's evaluation team might meet several more times

to refine ideas to meet the public body's needs. In the event that the conceptual proposal is sufficiently detailed to permit the City to proceed to negotiation of the interim or comprehensive agreement, the City may elect to dispense with the detailed phase and move directly to negotiation of an interim or comprehensive agreement.

3. *Interim Phase*. Based on the detailed phase, the public body may proceed to the interim phase with one or more Offerors. During the interim phase, design work; acquisition of real estate interests; arrangement of financing, permitting, and other contingencies; and negotiations of the comprehensive agreement, as appropriate and necessary to the project, begin in earnest. The Offeror(s) are typically paid for some of this work on a time-and-material, fixed-price, or mixed basis. In the event that contingencies have been sufficiently mitigated in the detailed phase, the City may elect to dispense with the interim phase and proceed directly to the comprehensive phase.

   An Interim Agreement may or may not be elected to be used. In the instance where an Interim Agreement is elected to be used, it may allow for the Offeror to commence activities relating to the Qualifying Project (i.e. planning & development, design & engineering, environmental analysis & mitigation, survey & ascertaining availability of financing for the facility). The Interim Agreement may establish the process and timeline of negotiating the Comprehensive Agreement.

4. *Comprehensive Phase*. The comprehensive phase is when the "work" of the agreement really happens. Depending on the nature of the project, there may be two sub-phases to the comprehensive phase:

   a. *Construction Sub-Phase*. This is when the physical work occurs.

   b. *Operations Sub-Phase*. This is the long-term operation and maintenance involved in achieving the goals of the project.

   A Comprehensive Agreement shall be executed with required information as addressed in 56-575.9. A copy of the Comprehensive Agreement must be submitted within 30 days of execution to the Auditor of Public Accounts electronically per 56-575.9 F & 56-575.18. The Comprehensive Agreement shall establish a date for commencement of activities as related to the Qualifying Project per 56-575.4 F.

Each of these phases is subject to numerous additional specific requirements. Nevertheless, because of the flexibility built into the PPEA processes, multiple considerations must be taken into account. PPEA proposals fall into several different types, and contain widely differing scopes of work.

1.3 Interim (Optional) & Comprehensive Agreements

Prior to execution of any Interim or Comprehensive Agreement, City Council shall review and approve the proposed agreement. In accordance with 56-575.17 C, after negotiation but before signature, the City shall post on the Commonwealth's e-procurement website, eVA, a copy of the Interim or Comprehensive Agreement.

1.4 Qualifying Project

In order for a project to come under the PPEA, it must meet the definition of a "Qualifying Project" as defined in 56-575.1. Delivery of services may be included as part of a Qualifying Project in accordance with 56-575.5. Other projects may only be deemed as Qualifying Projects by City Council per 56-575.4 C

1.5 Responsible Public Entity When Additional Agencies Involved

The City most often will be the responsible public entity under any PPEA project; however, under some circumstances the City might work with other political subdivisions or agencies of the Commonwealth to form positive partnerships for the community. If the proposal is submitted to multiple public entities, they shall make a determination within 60 days of submission of the proposal which entity will be the coordinating responsible public entity.

2.0 GUIDELINES FOR SUBMISSION

PPEA proposals may either be solicited (i.e., initiated by issuance of a solicitation by the City) or unsolicited (i.e., initiated by a potential private partner in response to a need expressed by the City).

The City Purchasing Agent shall serve as the point of contact to receive proposals submitted under the PPEA and to respond to inquiries regarding the PPEA or these Procedures. Except where a decision is expressly reserved to the City Council by law, the City Manager or Purchasing Agent has discretion to seek a decision or direction by City Council at any decision point in the PPEA process.

2.1 Solicited Proposals

The City may issue solicitations inviting proposals from private entities to develop, finance, operate, and/or maintain projects (Virginia Code §§ 56-575.4(B), 33.2-1803(B).). In such a case, the City will set forth in the solicitation the format and supporting information that is required to be submitted, consistent with the provisions of the PPEA. The timeline for advertisement and acceptance of conceptual proposals for a solicited PPEA will be set forth in the solicitation.

Under the PPEA, the City may issue a solicitation at any time it determines that the public interest may be served by solicitation of proposals. The solicitation should specify, but not necessarily be limited to, information and documents that must accompany each proposal and the factors that will be used in evaluating the submitted proposals (Virginia Code §§ 2.2-4302.1, 2.2-4302.2.). The solicitation will contain or incorporate by reference other applicable terms and conditions, including any unique capabilities or qualifications that will be required of the private entities submitting proposals. Pre-proposal conferences will be held as deemed appropriate by the City.

There is no proposal review fee for processing solicited proposals.

2.2 Unsolicited Proposals

The City's general policy is to reserve acceptance of unsolicited proposals for cases of truly innovative ideas, because, in other cases, traditional procurement processes are generally viewed as more likely to achieve full and open competition from the bidding community. Additionally, the City discourages unsolicited proposals for capital projects when the City has already paid for design of the project because such a proposal will duplicate work. Accordingly, the City will likely reject an unsolicited proposal that lacks truly innovative ideas or which is for a project wherein the design is substantially underway or completed (Virginia Code §56-575.3:1(B)(1).).

The detailed proposal should contain specified deliverables, namely, project benefits, scope of work and a financial plan that contains enough specificity so that the City may fairly evaluate the financial feasibility of the qualified project. The cost analysis of a proposal should not be linked solely to the financing plan, as the City may determine to finance the project through other available means.

Proposals should be prepared simply and economically, providing a concise description of the Offeror’s capabilities to complete the proposed Qualifying Project and the benefits to be derived from the project by the City. Project benefits to be considered are those occurring during the construction, renovation, expansion or improvement phase and during the life cycle of the project.

For a complete list of what should be included in the unsolicited proposal, see Annex 2. Unsolicited Proposal Checklist – Conceptual Stage.

Any unsolicited proposal shall be submitted to the City by delivering one (1) hard and one (1) electronic copies (additional copies may be requested by the City at the Offeror’s expense), together with any required review fees, to:

Attn: Purchasing Agent,
409 S. Main St., Third Floor,

Harrisonburg, VA 22801

2.3 Affected Jurisdictions (56-575.6)

Any "Affected Jurisdiction" as defined by 56-575.1 shall be notified by the Offeror within five (5) business days of submission of the proposal to the City. The Offeror shall provide at least one (1) copy of the proposal to the Affected Jurisdiction(s) by certified mail, express delivery, or hand delivery. The City reserves the right to request proof of delivery and receipt to the Affected Jurisdiction(s) from the Offeror. It is important that Affected Jurisdictions are part of the process and have input in potential Qualifying Projects. The private entity should consider the Qualifying Project's compatibility with any Affected Jurisdiction's comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.

Per 56-575-6 B, the Affected Jurisdiction(s) shall have sixty (60) days from receipt of the proposal to submit written comments to the City and to indicate whether the proposed Qualifying Project is compatible with the (i) local comprehensive plan, (ii) local infrastructure development plans, and/or (iii) capital improvements budget or other government spending plan. Comments received within the 60-day period shall be given consideration by the City prior to entering a comprehensive agreement pursuant to 56-575.9; however, the City may begin or continue its evaluation of any such proposal during the 60-day period for the receipt of comments from Affected Jurisdictions. No negative inference shall be drawn from the absence of comment by an Affected Jurisdiction(s).

2.4 Proposal Review Fee for Unsolicited Proposals (56-575.4 D)

The City may charge a fee to the private entity submitting an unsolicited proposal to cover the costs of processing, reviewing, and evaluating any unsolicited proposal or competing unsolicited proposal submitted under the PPEA, including but not limited to, City staff time, cost of materials or supplies expended, a fee to cover the costs of outside attorneys, consultants, and financial advisors. Any fee charged for such review of a proposal will be reasonable in comparison to the level of expertise required to review the proposal and will not be greater than the direct costs associated with evaluating the proposed qualifying project. "Direct costs" may include (i) the cost of staff time required to process, evaluate, review and respond to the proposal and (ii) the out-of-pocket costs of attorneys, consultants, and financial advisors.

The proposal fee may cover all or part of the initial review process. The City may require a proposal fee in an amount sufficient to cover all anticipated direct costs associated with evaluating the proposal, or may require a smaller initial processing fee with an additional proposal fee to be charged should the project proceed beyond the initial review.

> *(i) Initial fee*: Private Entities interested in submitting an Unsolicited Proposal are required to pay a non-negotiable Proposal Review Fee at the time of submitting the Unsolicited Proposal to the City. The Proposal Review Fee is $25,000.00 for all Unsolicited Proposals submitted with a total proposed and conceptual value of under $50M. For Unsolicited Proposals submitted with a total proposed and conceptual value of $50M and greater, the Proposal Review Fee will be $50,000.00. The form and manner of the Proposal Review Fee payment submission shall be determined and specified by the Responsible Public Entity. Offerors submitting multiple Proposals for unrelated projects will be required to submit a Proposal Review Fee for each Unsolicited Proposal submission. Payment of an initial fee must accompany the submission of the Unsolicited Proposal to the City in order for the City to proceed with its review.
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> (ii) *Additional fees*. Additional fees shall be imposed on and paid by the private entity throughout the processing, review, and evaluation of the Unsolicited Proposal if and as the City reasonably anticipates incurring costs in excess of the initial fee paid by the private entity. The City will notify the private entity of the amount of such additional fees as and when it anticipates incurring such costs. Prompt payment of such additional fees is required before the City will continue to process, review, and evaluate the proposal.

(iii) *Reimbursement of excess fees paid*. In the event the total fees paid by the private entity exceed the City's total costs incurred in processing, reviewing, and evaluating the proposal, the City shall reimburse the difference. Otherwise, the City shall retain all fees paid.

3.0 REVIEW & DETERMINATION OF ACCEPTANCE OF UNSOLICITED PROPOSAL

Upon review of the Unsolicited Conceptual Proposal, the Purchasing Agent or designee may choose to accept or not accept the unsolicited proposal for further consideration. (56-575.16)

3.1 Unsolicited Proposal Accepted By City Council

If the proposal is accepted for consideration, the Purchasing Agent or designee will notify the applicant of the decision. The Purchasing Agent or designee will coordinate a presentation of the proposal to City Council for final acceptance of proposal consideration pursuant to 56-575.16.

Upon acceptance by City Council, an Interim or Comprehensive Agreement will be executed.

3.2 Unsolicited Proposal Not Accepted By City Council

If the proposal is not accepted for consideration, the Purchasing Agent or designee will notify the private entity and City Council, with an explanation of why no further consideration is warranted and return the proposal along with any accompanying documentation. The City reserves the right to retain a copy of the proposal and any accompanying documentation for reference.

4.0 UNSOLICITED PROPOSAL ACCEPTED: CONCEPTUAL PROPOSAL PHASE

4.1 Public Posting of Conceptual Proposal (Notice Period) & Receipt of Competing Conceptual Proposals

Conceptual proposals submitted in accordance with PPEA § 56-575.17 and accepted by the City shall be posted on the Commonwealth's e-procurement website eVA within 10 working days after acceptance (56-575.17, A.2). At least one copy of the proposals shall be made available for public inspection.

Trade secrets, financial records, or other records of the private entity excluded from disclosure under the provisions of subdivision 11 of § 2.2-3705.6 shall not be required to be posted, except as otherwise agreed to by the responsible public entity and the private entity. (56-575.17, A. 2)

The notice should state that the City (i) has received an unsolicited proposal under the PPEA, (ii) intends to evaluate the proposal, (iii) may negotiate an interim or comprehensive agreement with the Offeror based on the proposal, and (iv) will receive for simultaneous consideration any competing proposals that comply with the procedures adopted by the City and the PPEA. The notice also must summarize the proposed qualifying project or projects, and identify their proposed locations.

4.2 Conceptual Proposal Review Evaluation

After reviewing the original proposal and any competing proposals submitted during the notice period, the City may determine:

1. Not to proceed further with any proposal;

2. To proceed to the detailed phase of review with the original proposal;

3. To proceed to the detailed phase with a competing proposal;

4. To proceed to the detailed phase with multiple proposals; or

5. To request modifications or amendments to any proposals.

In the event that more than one proposal will be considered in the detailed phase of review, the City will consider whether the unsuccessful Offeror should be reimbursed for costs incurred in the detailed phase of review, and such reasonable costs may be assessed to the successful Offeror in the comprehensive agreement.

Discussions between the City and private entities about the need for a Qualifying Project(s) shall not limit the ability of the City to later determine to use standard procurement procedures to meet its needs. The City retains the right to reject any proposal at any time prior to the execution of an interim or comprehensive agreement. With respect to a PPEA proposal, if the City rejects a proposal initiated by a private entity that purports to develop specific cost savings, the City shall specify the basis for the rejection.

4.3 Detailed Review

Review at the detailed stage will be specifically tailored to the project and the proposal. Formatting suggestions for proposals at the conceptual stage are found in Annex 3. Unsolicited Proposal Checklist – Detailed Phase. In the event that the conceptual proposal is sufficiently detailed to allow negotiation of an interim or comprehensive agreement, the City may elect to dispense with the detailed phase and move on to execute a Comprehensive Agreement.

4.4 Public Hearing Held

At least 30 days prior to entering into Interim or Comprehensive Agreement, City shall hold public hearing on the proposals during the proposal review process (56-575.17, B)

5.0 PUBLIC INSPECTION OF PROCUREMENT RECORDS RELATED TO PPEA

The records relating to a PPEA procurement shall be open to public inspection only after an Interim or Comprehensive Agreement is executed. The open records inspection shall not include trade secrets, etc listed above in #1 (56-575.17, D)

Cost estimates shall not be open to public inspection (56-575.17, E)

Inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records (56-575.17, F)

ANNEX 1. SAMPLE TIMELINE FOR UNSOLICITED PPEA

Receipt of unsolicited proposal	Day 1 ("D")
Decision whether to accept the unsolicited proposal, whether to use competitive sealed bidding or competitive negotiation, and structure of process	D + 45
Prepare notice of unsolicited proposal, post, publish, and allow for public inspection	D + 75
Receive competing conceptual proposals	D + 135
Evaluation of conceptual proposals, determine whether to proceed to detailed phase, and what proposer(s) to invite to proceed to detailed phase	D + 195
Receive detailed phase proposals	D + 225
Evaluate detailed phase proposals, conduct interviews, and select proposer(s) for negotiation of interim or comprehensive agreement	D + 270
Negotiate interim agreement or comprehensive agreement	D + 350
Advertise proposals for public hearing and post negotiated interim or comprehensive agreement on City website	D + 400
Hold public hearing and obtain City Council approval	D + 430
Execute approved interim or comprehensive agreement	D + 460

ANNEX 2. UNSOLICITED PROPOSAL CHECKLIST – CONCEPTUAL STAGE

Matters to be included in the conceptual stage proposal for a PPEA include:

Submission Requirement	YES	NO	Waived
Qualifications and Experience			
1. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.			
2. Describe the experience of the firm or consortium of firms making the proposal and the key principals involved in the proposed project including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties, and a description of such guarantees and warranties.			
3. Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.			
4. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.			
5. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interests Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.			
Project Characteristics			
6. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.			
7. Identify and fully describe any work to be performed by the City.			
8. Include a list of all federal, state, and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.			
9. Identify any anticipated adverse social, economic, and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project.			
10. Identify the projected positive social, economic, and environmental impacts of the project.			
11. Identify the proposed schedule for the work on the project, including the estimated time for completion.			
12. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.			

13. State assumptions related to ownership, legal liability, law enforcement, and operation of the project and the existence of any restrictions on the City's use of the project.			
14. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.			
15. List any other assumptions relied on for the project to be successful.			
16. List any contingencies that must occur for the project to be successful.			
Project Financing			
17. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.			
18. Submit a plan for the development, financing, and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds including any anticipated debt service costs. The operational plan should include appropriate staffing levels and associated costs. Include supporting due diligence studies, analyses, or reports.			
19. Include a list and discussion of assumptions underlying all major elements of the plan. Assumptions should include all significant fees associated with financing given the recommended financing approach. In addition, complete disclosure of interest rate assumptions should be included. Any ongoing operational fees, if applicable, should also be disclosed as well as any assumptions with regard to increases in such fees.			
20. Identify the proposed risk factors and methods for dealing with these factors.			
21. Identify any local, state, or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment. Such disclosure should include any direct or indirect guarantees or pledges of the City's credit or revenue.			
22. Identify the amounts and the terms and conditions for any revenue sources.			
23. Identify any aspect of the project that could disqualify the project from obtaining tax-exempt financing.			
24. For a transportation facility, identify the risks, liabilities, and responsibilities to be transferred, assigned, or assumed by the private entity for the development and/or operation of the facility, including revenue risk and operations and maintenance.			
25. For a transportation facility, identify how the proposal will address the needs identified in the appropriate state, regional, or local transportation plan by improving safety, reducing congestion, increasing capacity, and/or enhancing economic efficiency.			
Project Benefits and Capability			
26. Identify who will benefit from the project, how they will benefit, and how the project will benefit the overall community, region, or state.			

27. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition for the project.			
28. Explain the strategy and plans that will be carried out to involve and inform the general public, business community, and governmental agencies in areas affected by the project.			
29. Describe the anticipated significant benefits to the community, region, or state, including anticipated benefits to the economic condition of the City and whether the project is critical to attracting or maintaining competitive industries and businesses to the City or the surrounding region.			
30. Describe compatibility with the local comprehensive plan, local infrastructure development plans, the capital improvements budget, or other government spending plan.			
31. Provide a statement setting forth participation efforts that are intended to be undertaken in connection with this project with regard to the following types of businesses: (i) minority-owned businesses, (ii) woman-owned businesses, and (iii) small businesses.			
Other			
32. Written request for protection of confidential/proprietary materials, providing justification as to (i) trade secrets, (ii) financial records, or (iii) other information that would otherwise affect the financial interest or bargaining position of the City or private entity.			

Based on City of Harrisonburg, Virginia, PPEA Guidelines and Va. Code §§ 56-575.4(A) and 33.2-1803(A).

Attach reasons for waivers in separate memorandum.

ANNEX 3. UNSOLICITED PROPOSAL CHECKLIST – DETAILED PHASE

Detailed stage proposals and the procedures to evaluate them will differ significantly based on the type and scope of the project.

Matters to be included in the detailed stage proposal for a PPEA include:

Submission Requirement	YES	NO	Waived
1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the pro-posed project			
2. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings			
3. A statement and strategy setting out the plans for securing all necessary property			
4. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties			
5. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both; expected useful life of facility; and estimated annual operating expenses			
6. A detailed discussion of assumptions about user fees or rates, and usage of the project or projects			
7. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications			
8. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans			
9. Explanation of how the proposed project would impact local development plans of each affected jurisdiction			
10. Identification of the executive management and the officers and directors of the firm or firms submitting the proposal. In addition, identification of any known conflicts of interest or other disabilities that may impact the City's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to the Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§§ 2.2-3100 et seq.) of Title 2.2			
11. Additional material and information as the City may reasonably request			

ANNEX 4. SAMPLE PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN, pursuant to § _____, Code of Virginia, 1950, as amended, that a public hearing will be held before the Harrisonburg City Council on _____, or as soon thereafter as may be heard, in the Council Chamber of the City Hall, 409 South Main Street, Harrisonburg, VA 22801, for the purposes of receiving public comment on _____ (_____) proposal(s) received by the City of Harrisonburg (City) pursuant to the authority of Public Private Education Facilities & Infrastructure Act 2002. Such proposal(s) was/were, respectively, submitted by _____, relate to _____, and are available for public inspection and review at the City's Purchasing Office, 409 South Main Street, Third Floor, Harrisonburg, VA 22801, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.). A negotiated Comprehensive Agreement concerning such/one of such proposal(s) will be posted publicly in accordance with applicable law and considered by the Harrisonburg City Council for acceptance at a later date. All interested persons are invited to appear at the said public hearing and present their views. Questions and/or comments may be referred to _____, the City's _____, who may be contacted by phone at _____ and by email at _____.

ANNEX 5. SAMPLE COMPREHENSIVE AGREEMENT

WHEREAS, the _____ ("_____") grants responsible public entities the authority to create public-private partnerships for the development of a wide range of public facilities or projects; *and*

WHEREAS, the City of Harrisonburg, Virginia ("City") is a responsible public entity and has adopted guidelines which establish procedures for the development of public facilities or projects through public-private partnerships pursuant to the _____; *and*

WHEREAS, the City received an unsolicited proposal from _____, pursuant to the _____ and the said guidelines for the _____ of a _____ (the "Project"), said proposal being expressly incorporated herein by reference; *and*

WHEREAS, given the Project is permitted under the_____, the City reviewed such proposal, determined it met the City's needs, advertised for competing proposals, received _____ (_____) other competing proposal(s), and after reviewing such proposal(s), selected _____ proposal for negotiation of a comprehensive agreement; *and*

WHEREAS, a Comprehensive Agreement for the Project has been thoroughly negotiated between the City and _____, and the applicable requirements of § _____ of the Code of Virginia, 1950, as amended, were duly satisfied by the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HARRISONBURG:

1. That the negotiated Comprehensive Agreement between the City of Harrisonburg, Virginia ("City") and _____ (_____), dated _____, specific to the Project, is hereby approved. Such Comprehensive Agreement is expressly incorporated herein by reference, and the City Manager is authorized and directed to execute such Comprehensive Agreement on behalf of the City, on or after _____; the Clerk of Council shall attest the same, and the City Attorney shall approve the form of the same.

2. That the Purchasing Agent is authorized and directed, on behalf of the City, under such terms and conditions as he may deem appropriate, to _____, and the like which may be related to fulfilling the purpose(s) and/or responsibilities of the said Comprehensive Agreement, and to take any and all other actions he may deem necessary and pertinent to fulfilling the purpose(s) and/or responsibilities of the said Comprehensive Agreement.

3. That this Ordinance shall be effective upon its adoption.

Adopted:

Certified: _____
Clerk of Council