



**CITY OF HARRISONBURG  
DEPARTMENT OF FINANCE  
AND PURCHASING  
409 SOUTH MAIN STREET,  
THIRD FLOOR  
HARRISONBURG, VA 22801**

**REQUEST FOR PROPOSAL (RFP) COVER PAGE**

<b>ISSUE DATE:</b> July 14, 2016	<b>REQUEST FOR PROPOSAL NUMBER:</b> 2017011-PT-P	<b>FOR:</b> Intelligent Transportation System (ITS) Upgrade
<b>DEPARTMENT:</b> Public Transportation	<b>DATE/TIME OF CLOSING:</b> August 3, 2016 at 3:00pm local time	<b>CONTRACT ADMINISTRATOR:</b> Alex Milburn, Department Systems Analyst
<b>DATE/TIME LAST DAY FOR QUESTIONS:</b> July 27, 2016 at 12:00pm (noon) local time	<b>DATE/TIME PRE-PROPOSAL MEETING:</b> N/A	<b>PRE-PROPOSAL MEETING MANDATORY:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A

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

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Office, 409 South Main Street, Third Floor, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

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

VENDOR INFORMATION

Name of Vendor: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
 Address: \_\_\_\_\_ Federal Employer Identification #: \_\_\_\_\_  
 \_\_\_\_\_ State Corporation Commission #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Contact Email Address: \_\_\_\_\_

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

\_\_\_\_\_  
**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 Proposal (RFP) – Check one:  
 City of Harrisonburg Website    eVA Website    Bid Room (Please List) \_\_\_\_\_  
 The Daily News Record Newspaper    Notified by City Directly    Other (Please List) \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.***

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## 1.0 INTRODUCTION

The purpose of this Request for Proposal (RFP) by the City of Harrisonburg, Virginia (City) is to solicit sealed proposals from interested vendors (Offeror) to establish a contract for upgrade, purchase and implementation of current state-of-the art Intelligent Transportation System (ITS) technology on City of Harrisonburg transit buses. This will include several technologies used currently within the transit industry. This technology will assist management in decision making and will improve customer service which will in turn increase passenger ridership.

## 2.0 BACKGROUND

The City of Harrisonburg is an independent city located in the central Shenandoah Valley region of Virginia. It is the county seat of Rockingham County and encompasses 17.3 square miles, serving a population of approximately 53,000. Harrisonburg is located right along Interstate 81 and is only two hours away from both Richmond, Virginia and Washington, D.C. Harrisonburg is home to two university campuses – James Madison University and Eastern Mennonite University – as well as numerous other businesses, non-profit organizations and a vibrant downtown. The City Manager oversees the delivery of public services through the city departments. The City of Harrisonburg manages a workforce of approximately 790 employees responsible for providing government services to our citizens. Each city department then has a role in how services are provided to the citizens.

The City of Harrisonburg Department of Public Transportation (HDPT) provides public transit service, paratransit service, and school bus services for the City of Harrisonburg, Virginia. HDPT's fleet consists of 39 thirty-five foot transit buses, ten paratransit vehicles, fifty school buses, and five field trip buses. The majority of HDPT's service is geared toward James Madison University. The system operates as many as approximately 32 transit buses at once every day when JMU is in session and transports 2.7 million passengers per year. Six to eight routes operate when JMU is in summer session or on break. Four to seven paratransit vehicles operate depending upon demand. HDPT is supported by other City departments which include Finance, Human Resources, Public Works and Information Technology.

The department's technological infrastructure is supported by the City's IT department. HDPT is responsible for all grants, and reporting. The department is also responsible for reports to City Council, state and federal reports, and NTD reporting.

HDPT currently has 39 transit buses that provide fixed route service. All of the buses are equipped to provide real-time passenger information, and are capable of making interior and exterior passenger announcements; as well as interior passenger signage.

In 2007 HDPT reached an agreement with AVAIL Technologies to provide a technological solution for a handful of buses. Fourteen of the thirty-nine buses in HDPT's fleet use AVAIL's announcement system, computer aided dispatch system (CAD), driver mobile data terminals (MDTs), and automatic passenger counters (APCs). AVAIL's technology also is capable of changing the exterior headsign automatically when the bus reaches the end of the line of a route. HDPT also utilizes AVAIL's Datapoint system for required reporting.

In 2010 HDPT realized the need to not only provide passenger information on the bus by way of in vehicle announcements, but also to deliver passenger arrival information to the customer before they boarded the bus. HDPT reached an agreement with NextBus Inc. to provide passenger arrival information for the fleet. All thirty-nine transit buses use NextBus to provide automatic vehicle location (AVL), which in turn gives customers real-time information as to when the bus for their route will arrive. NextBus also has their onboard passenger announcement system NextStop on the twenty-five buses that did not have AVAIL announcement. NextBus installed APCs on seven buses that did not have APCs previously.

HDPT management has long recognized the value of utilizing technology to increase ridership and improve operational efficiencies. Although each of these systems has contributed valuable operational information, the company now wants to benefit from the current state-of-the-art technology that would be embedded in an integrated ITS system. The current focus is to increase ridership by providing passenger information at all points of their trip, create a streamlined approach to more efficiently reporting to all required agencies including NTD, and instill an environment for management that is conducive to optimizing both bus routes and operations. Paratransit and school bus vehicles will not be included as part of this project.

### **3.0 SCOPE OF SERVICES**

The scope of services shall include the installation and communications linkages of hardware and software that will support the total ITS system which shall have the functionality requirements described below. The City intends to award the contract to one Offeror. The system shall be installed, tested and conveyed to HDPT as a “turn key” system; this will include training of HDPT management, technicians and staff until they are familiar and comfortable with the system’s operations. The ITS system is intended to fully replace the City’s existing system and components. Equipment and components currently in place may be utilized by the new contractor if a cost savings is determined, however it is not required. Final payment will be withheld until HDPT management deems that the system is performing satisfactorily.

Where the RFP indicates that the Offeror or system ‘must’ meet a requirement means that the item is required to be satisfied for proposal evaluation. Any items that indicate the Offeror or system ‘should’ meet a requirement means that the proposer should explain if the feature can be satisfied or not, however it is not required for proposal submission that the item be satisfied. HDPT may wish to purchase all, some, or none of these optional features either at award of contract or at a later date. Offeror must indicate in the attached table if each individual capability is currently available for use, proposed to become available at a later time, or is not proposed to be available.

#### **3.1. Announcements**

- Automated Stop Announcements
  - System must be able to emanate audible and visual announcements of bus stops inside of the bus, as well as audible announcements outside of the bus by way of the exterior speaker
    - Announcements must be determined to be satisfactory by the Americans with Disabilities Association (ADA)
    - Announcements must be able to be made at a predetermined distance from a bus stop
      - The distance where the triggered announcement occurs should be variable by bus stop to HDPT’s preference
    - Announcements and interior passenger signs must be able to be customized to HDPT’s preference
      - Offeror will explain in detail how audio and visual announcements are created, maintained, and changed for the system including who is responsible and/or capable of making changes to announcements
  - System should be able to have a procedure that public service announcements, service alerts, and/or advertisements can be triggered at predetermined locations by HDPT
    - If such a procedure is present, Offeror should explain in detail what the procedure is as well as who is responsible and/or capable of creating the announcements
    -

#### **3.2. Passenger Info**

- Offeror must have a native application for their ITS system for passenger convenience
  - Application must be available for download in both Android and Apple stores
- Offeror should have an Advanced Programming Interface (API) for third-party development if desired by HDPT

- Offeror should have the ability to incorporate passenger information signs at bus stops
  - If the proposed solution does have this capability, explain the following:
    - What types of signage are available
    - Can the signage incorporate service alerts, public service announcements, and/or advertising
    - Can the signage be solar powered
- Offeror must have the ability to give passengers bus stop arrival information for their route in real-time
  - Explain in detail how the system makes real-time arrival predictions
  - Explain the various methods that passengers can use to get arrival information
- Offeror must have trip planning capability for passengers integrated in a website, so that passengers have one place to plan for a trip and get arrival information
- Offeror must have the ability to send out service alerts and public service announcements to passengers
  - Explain the various methods that alerts and announcements can be disseminated to passengers
    - Can the solution link with social media platforms such as Twitter and Facebook so that when alerts/announcements are sent they are also distributed to those platforms automatically
- Offeror should in some way be able to provide a passenger feedback mechanism
  - Explain how passengers can send feedback to HDPT

### **3.3. Driver Technology**

- Driver MDT/tablet
  - The time displayed on the MDT/tablet must measure at least one inch wide and one half-inch tall for readability purposes
  - The MDT/tablet must be able to display schedule adherence to the driver
    - Schedule adherence must be based by either individual bus stops or by timepoints
    - Offeror will explain and/or illustrate how schedule adherence is displayed and relayed to the driver
      - Is there an audible notification for certain circumstances (ie. when a driver should depart a stop/timepoint)?
      - Is the schedule adherence color coded based on if the route is running early/on-time/late?
  - The MDT/tablet should have the ability to tally passengers based on the type of passenger (ie. JMU student/EMU student/half fare/full fare/etc.)
    - Passenger types should be customizable as necessary
  - The MDT/tablet should have the capability to perform pre-trip and post-trip inspections
    - Device should be portable so that the driver can walk around the bus and record deficiencies as necessary
    - Inspection form should be customizable to the needs of HDPT
    - Device should be capable of sending inspection reports to email, server, and/or HDPT's third-party fleet management program Flagship
  - The MDT/tablet must go to a lockout screen and not be accessible while the bus is in motion
    - HDPT is open to options as to what should be displayed when the screen is locked out, but at a minimum the screen should show a clock
  - The MDT/tablet should allow for messaging
    - The MDT/tablet should have the capability for drivers to send canned messages to dispatch, but not driver to driver
  - The MDT/tablet should have the capability to see other routes

- The MDT/tablet should have the capability to see other routes, either individual routes or a group of routes
  - The MDT/tablet should show the health of the installed system on the bus (GPS location, logged into job, etc.)
  - The offeror must explain whether the MDT/tablet that is proposed is proprietary or not, and explain the reasoning behind it
  - The MDT/tablet should be a single point of logon for all relevant systems in the bus
    - The MDT/tablet can enable/disable automated vehicle announcements
    - The MDT/tablet upon logon/logoff of a job can change the exterior passenger headsign (HDPT has Luminator signs on all of their buses)
    - The MDT/tablet should be able to edit passenger counts as necessary
- The offeror must have automatic passenger counters that can be deployed as part of the solution
  - Offeror must explain how the proposed APCs work
    - Offeror must explain why the proposed APCs will work in an environment where dozens of passengers are boarding/alighting at both doors at each stop
  - APCs should be NTD certified from the vendor
- The proposed solution should integrate with HDPT's Luminator headsigns to change the display automatically
  - When a driver enters the job they are driving, the system should change the headsign to reflect that job
  - The system should determine by bus location when it is necessary to change the headsign, and should do so when the bus travels to the end of the line of a route
- The proposed solution should have the capability to integrate with HDPT's Diamond fare boxes
  - Offeror should explain what capabilities their solution has to work with existing mechanical fare boxes (passenger counts via the MDT, RF scans at the farebox for card holders, etc.)
  - NOTE: HDPT does not wish to purchase electronic fare boxes

### **3.4. Dispatch Technology**

- Solution must have a system status screen for dispatchers or managers to be able to view routes and the status of the bus or buses running the routes
  - System must illustrate if bus is off route/off job /etc.
  - System must show schedule adherence of buses and any system alerts if present
  - System must enable dispatchers to log buses on and off of jobs if necessary
  - System should have some sort of alert system to notify the user if a bus goes off route/is speeding/is not reporting/etc.
- Solution must be able to show location of buses and bus routes in real time on an interactive map whether a bus is logged into a job or not

### **3.5. Management Technology**

- Solution must be able to generate reports that are suitable for the National Transit Database (NTD) reporting. An explanation of what these reports should be based on can be found at: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/2015%20Policy%20Manual.pdf>
  - The reporting feature must have the ability to look at ridership versus previous years (ie. ridership for May 2016 compared to ridership for May 2015 or May 2014)
  - The reporting feature must be able to generate reports by route, weekday service, Saturday service and Sunday service on the following:
    - Ridership - Unlinked Passenger Trips (UPT)

- Vehicle Revenue Miles (VRM) and Vehicle Revenue Hours (VRH)
  - Actual Vehicle Miles and Actual Vehicle Hours
  - Scheduled Vehicle Miles and Scheduled Vehicle Hours
- The solution must provide management reports for the following:
    - Schedule Adherence by route/stop/vehicle/arrival and departure time
    - On-time performance data
    - Headway by route/stop
    - Automatic Passenger Counters
  - Offeror must have the ability for reporting purposes to have a route be listed on the day that the route starts and not when it ends (ie. overnight runs that start in the evening and end the following morning should be listed as running on the previous day, not the next)
  - The solution must have the ability to export schedule data to GTFS/GTFS real-time
  - The solution must have the ability to export reports for processing in formats such as .XLS, .PDF, etc.
  - The solution must allow HDPT to add, subtract, or otherwise edit passenger counts in reports and be able to save edits
  - Data for all reports should never change once it has been finalized
  - The solution must have the ability for management to play back bus routes and individual vehicles on an interactive map
    - The solution should be able to play back AVL data for any vehicle equipped with the AVL solution, regardless of whether the vehicle is logged in to a job or not
  - The solution should incorporate some form of 'route optimizer', which has the ability to analyze AVL data and make suggestions to management on possible route improvements
  - The solution should allow for the creation of geofences with the following abilities:
    - Geofences can be customized by HDPT as needed
    - Geofences can be drawn to any shape needed (rectangle/circle/etc.)
    - Geofences can make any geofence active during certain times
    - Geofences can somehow notify management when vehicles enter the geofence

### 3.6. Other Features

- Offeror must explain what happens when a bus goes off of the configured route, in particular:
  - Does the bus turn a certain color or shape on the map?
  - When real-time arrival information is unavailable
    - Does the system use 'dead reckoning' to estimate an arrival time
    - Does the system defer to the scheduled arrival time
    - What would a passenger see when they wanted arrival information for a bus that is off route
- Offeror must describe in detail how the proposed solution works including:
  - All hardware components that make the system work
    - List all of the equipment that is being proposed to be installed on each bus
    - List any equipment that is being proposed to be installed on site (if any)
  - All software/firmware components that make the system work
  - Explain how real-time passenger information is calculated
- Offeror must be able to provide factory installation of hardware to Gillig for future buses
- Offeror must explain the steps it takes to ensure redundancy in the system and restore service to customers if outages occur
  - How many outages in the past 5 years have been reported by customers, both local and system-wide

- Explain the steps that were taken to limit or prevent each outage from happening again
  - What is system recovery process and escalation procedure
    - How much troubleshooting can be completed remotely versus manually on-site
  - Is the offeror willing to submit a service level agreement that will guarantee system up-time to a certain degree
- Offeror must include in their company background the range in size of bus fleets with the agencies that they serve (ie. does the Offeror gear more toward smaller agencies or larger ones)
- Offeror must include pricing for AVL and passenger arrival information data to refresh at a rate of 30 seconds, 15 seconds, and 5 seconds
- Offeror must explain how changes to routes and automated announcements are managed
  - Are the changes managed in house by the agency or by the provider
- Offeror should have the ability to integrate with camera systems to monitor system health
  - Offeror should explain how such an integration would work and at what cost
- Offeror should have the ability to work with providers for traffic signal prioritization
  - Offeror should explain how the solution may be able to capture data from mobile applications (ie. tracking users that download the Offeror's app and being able to 'heat map' passenger travel
  - Offeror should include as a line item an estimate of how much an integration may cost
- Offeror must be willing to offer training to all staff at HDPT, including but not limited to:
  - Central garage personnel
    - Training technicians on hardware and how to diagnose/repair all components
  - Management
  - Dispatchers
  - Driver Trainers
- Offeror must be willing to provide documentation of all systems for on-site troubleshooting
- Offeror must offer a solution that if any part of it were to become inoperable it would not render a bus out of service (ie. automated announcements malfunctioning that render the driver PA inoperable as well)
- Offeror must include a schedule of implementation from contract signing to final acceptance and support of system
- Offeror should propose a solution that has as few hardware components as feasible
  - Components should be rated for cold and hot weather
- Offeror should have the ability to have battery backup for all necessary components to properly shut down when bus battery switch is turned off (if necessary)
  - HDPT pulls the main battery disconnect switch every night on each bus
- Offeror must explain what interface the proposed website utilizes (ie. JAVA/Silverlight/HTML5/etc.)
- Offeror should be able to provide a hosted solution as opposed to a locally hosted solution, with as little infrastructure locally as feasible for the solution to function properly
  - If the number of management users accessing the system affects pricing, assume there will be up to 10 users accessing the system concurrently
- Offeror must explain how long data is kept in system, specifically AVL data and ridership reports
  - Offeror must explain how data can be transferred if HDPT wishes to keep data longer than it would be stored on hosted servers (ie. an FTP solution to a cloud storage server, etc.)
- Offeror must explain how data is secured in the system from unauthorized access
  - Offeror must explain if AVL data can be provided as a feed (ie. XML)

- Can the feed be publicly or privately accessible at the choice of HDPT
- In what format is the feed given (XML,etc.), and how is the feed accessed
- Offeror must be willing to propose a testing period between the time of the fully installed system and before final acceptance is to be considered
- Offeror must explain in detail any warranty that is offered for all components of the system, including hardware and software

#### 4.0 PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this solicitation.

#### 5.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to upgrade, purchase and implement current state-of-the art Intelligent Transportation System technology on City of Harrisonburg transit buses.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. 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. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. 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. 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. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

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	<ul style="list-style-type: none"> <li>• Cover Sheet (first page of this RFP), completed;</li> <li>• Table of Contents – all pages are to be numbered;</li> <li>• Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.</li> </ul>
TAB 2	<p><b>EXPERIENCE &amp; QUALIFICATIONS OF FIRM</b></p> <ul style="list-style-type: none"> <li>• Attachment M. References List</li> <li>• Company profile, to include at a minimum, number of years in business, overview of work history, experience and background information</li> <li>• Proposed project manager and his/her resume</li> </ul>
TAB 3	<p><b>CONTRACT IMPLEMENTATION &amp; MANAGEMENT PLAN</b></p> <ul style="list-style-type: none"> <li>• Project timetable – timeline to include ITS system installation, testing, training and handover to HDPT as well as if and when milestone payments are expected</li> <li>• System functionality, specifically addressing items in Section 3.0 Scope of Services (including screen shots or other illustrations to demonstrate working system)</li> <li>• Sample reports</li> </ul>

TAB 4	<p><b>REQUIRED FORMS</b></p> <ul style="list-style-type: none"> <li>• Attachment B. Proprietary/Confidential Information Identification Form</li> <li>• Attachment C. State Corporation Commission (SCC) Form</li> <li>• Attachment D. Insurance Requirements Form</li> <li>• Attachment E. Non-Collusion Affidavit</li> <li>• Attachment H. Feature Checklist</li> <li>• Attachment J. Federal Transportation Administration (FTA) Clauses (*Note: Multiple places for signature in document)</li> <li>• Attachment K. System for Award Management (SAM) Form</li> <li>• Attachment L. Minority Status of Business Ownership Form</li> </ul>
TAB 5	<b>ADDENDA</b> , signed ( <i>if any</i> )
TAB 6	<p><b>COST</b></p> <ul style="list-style-type: none"> <li>• Attachment I. Cost Sheet</li> </ul>
TAB 7	<p><b>OTHER SERVICES</b> (<i>optional</i>)</p> <p>The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal. Additional services should be provided with cost listed as well as details and description of the offering.</p>

## 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 complete and return with their proposal Attachment D. Insurance Requirements Form.

## 8.0 INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Intelligent Transportation System (ITS) Upgrade RFP 2017011-PT-P**”. Proposals 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 copy (on CD or thumb drive) of the proposal documents.

Proposal 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](http://www.harrisonburgva.gov/city-holidays)). Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **August 3, 2016 at 3:00pm local time**. 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.

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

## 9.0 QUESTIONS

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Procurement Manager for the City of Harrisonburg, by email ([Purchasing@harrisonburgva.gov](mailto:Purchasing@harrisonburgva.gov)) or by fax (540-432-7779). Oral questions 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](http://www.harrisonburgva.gov/bids-proposals) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov). All questions must be received no later than **July 27, 2016 at 12:00pm (noon) local time**. 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 proposal submission.

## 10.0 PROPOSAL EVALUATION CRITERIA

Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be based on a below/meets/exceeds scale, using the following minimum selection criteria:

- 1. System Functionality:** The ability of the proposed ITS System to, at a minimum, satisfy the functionality requirements contained in Section 3.0 – Scope of Services, in this RFP. Additional functionality/features proposed by the bidder will be taken into consideration.
- 2. Reporting:** The ease-of-use and understanding of the system's features for required reporting, including National Transit Database (NTD) formatted reports.
- 3. Bidder's Experience:** The Offeror's experience measured in terms of similar projects. The Offeror must provide a minimum of five references from transit agencies which have implemented the proposed ITS system most successfully and are using the broadest range of the system features. The Offeror must additionally provide three references from transit agencies that are no longer using the Offeror's services. All eight references must include information such as: how long the agency has or had been a client of the Offeror and what components of the proposed system are/were being utilized. References with a similar environment, such as universities, are preferred. All of this information shall be provided in Attachment M and returned with proposal submission.
- 4. Implementation Plan:** Responsiveness to contract requirements measured in terms of the Offeror's planned approach to meeting the proposal requirements and timetable for the project. The Offeror shall provide a complete timeline for the ITS system installation, testing, training and handover to HDPT as well as if and when milestone payments are expected. The Offeror must also include a company profile, along with a proposed project manager that has experience in completing similar projects. The proposed project manager will serve as the single point of contact for the duration of the contract.
- 5. Project Cost:** The total cost of the project shall be estimated using the tables in Attachment I for providing each of functionality requirements listed in the Section 3.0 – Scope of Services. Cost should reflect a three year contract with the option to renew each year thereafter, for a potential total of five years. Cost should assume that all components and features both required and optional are purchased. All components and features included in the cost must be separate line items for cost evaluation. Any and all additional costs, not included in the tables, must be specifically identified.

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.

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 AWARD OF CONTRACT**

Selection shall be made of two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in writing and in its sole discretion that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Once the selection has been made as to which Offeror will be awarded the contract, the Procurement Manager will post a Notice of Award on the City's website at [www.harrisonburgva.gov/bid-proposal-award-notifications](http://www.harrisonburgva.gov/bid-proposal-award-notifications) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov).

The award documentation will subsequently be followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

Successful Offeror shall contact the Commissioner's Office to obtain proper business licensing for the City of Harrisonburg, if it does not already possess (540-432-7707).

The City reserves the right to make on-site visitations to assess the capabilities of individual Offeror(s) and to contact references provided with the proposal.

## **12.0 CONTRACT TERM**

The subsequent contract will be for an initial three (3) year term with the anticipated contract(s) start date of September 1, 2016. The fee(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirements of this initial contract. The City shall have the option to renew the contract for two (2) additional one (1) year terms. Changes in cost for year four (4) and five (5) renewals will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request.

## **13.0 PAYMENT TERMS**

Payments will be issued based on milestones reached, upon receipt of services rendered and/or products provided. Offeror is expected to provide proposed milestones in their proposal.



# ATTACHMENT A. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA (JAN. 2016)

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:** 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 service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. The City encourages the participation of SWAM and Veteran-Owned businesses (as defined in 2.2-4310(F) in public procurement activities. Towards that end, the City encourages contractors to provide for the participation of SWAM/Veteran-Owned businesses 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 its 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 City of Harrisonburg's web site, [www.harrisonburgva.gov/bids-proposals](http://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. The City posts all Notice of Awards on its website at [www.harrisonburgva.gov/bids-proposals-award-notifications](http://www.harrisonburgva.gov/bids-proposals-award-notifications) and also on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov).

## 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** Except as prohibited by the current Code of Virginia 2.2-4304, all resultant contracts will be extended, with the authorization of the contractor, to other public bodies to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. The City acts only as the “Contracting Officer” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. The City shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

**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 from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**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.

**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>.

**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

Name of Firm/Offeror: \_\_\_\_\_

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some 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. In addition, a summary of proprietary information provided shall be submitted on this form. 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.

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

Check this box if there are none.

**Note: If proprietary/confidential information is identified, Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested.**

***\*This document must be completed & returned with proposal submission.***



## ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

**Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:**

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

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

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

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(Print)

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

**Name of Firm:** \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.***



## ATTACHMENT D. INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

### BIDDER/OFFEROR STATEMENT

***We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.***

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Print)

Name of Firm: \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.\****



**ATTACHMENT E. 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.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

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

***\*This document must be completed & returned with proposal submission.***



## ATTACHMENT F. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT RFP

This Contract entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

dated: \_\_\_\_\_

If applicable, any Official City Addenda:

#1, dated: \_\_\_\_\_

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

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

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

***\*Note: This form is just for reference and is not required to be submitted with your Proposal.***



## ATTACHMENT G. CURRENT BUSES & ITS INSTALLATIONS

Bus Number	Model Year	Make	Model	Camera Provider	Passenger Announcement Provider	AVL Provider	APC Provider	Type of APC
2001	2008	GILLIG	G27B102N4	REI	AVAIL	NextBus	None	NA
2002	2008	GILLIG	G27B102N4	REI	AVAIL	NextBus	None	NA
2003	2008	GILLIG	G27B102N4	REI	AVAIL	NextBus	None	NA
2004	2008	GILLIG	G27B102N4	Safety vision	AVAIL	NextBus	None	NA
2005	2008	GILLIG	G27B102N4	Safety vision	AVAIL	NextBus	None	NA
2006	2008	GILLIG	G27B102N4	Safety vision	AVAIL	NextBus	None	NA
2007	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2008	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2009	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2010	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2011	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2012	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2013	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2014	2009	GILLIG	G27B102N4	REI	AVAIL	NextBus	AVAIL	Red Pine PCM-J1708
2015	2011	GILLIG	G27B102N4	REI	NextBus	NextBus	NextBus	Infodev DA200 RS232
2016	2011	GILLIG	G27B102N4	REI	NextBus	NextBus	NextBus	Infodev DA200 RS232
2017	2011	GILLIG	G27B102N4	REI	NextBus	NextBus	NextBus	Infodev DA200 RS232
2018	2011	GILLIG	G27B102N4	REI	NextBus	NextBus	NextBus	Infodev DA200 RS232
2019	2011	GILLIG	G27B102N4	REI	NextBus	NextBus	NextBus	Infodev DA200 RS232
2020	2011	GILLIG	G27B102N4	REI	NextBus	NextBus	NextBus	Infodev DA200 RS232
2021	2011	GILLIG	G27B102N4	REI	NextBus	NextBus	NextBus	Infodev DA200 RS232
2022	2013	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2023	2013	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA

2024	2014	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2025	2014	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2026	2014	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2027	2015	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2028	2015	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2029	2015	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2030	2015	GILLIG	G27B102N4	REI	NextBus	NextBus	None	NA
2041	2004	GILLIG	G29B102N4	REI	NextBus	NextBus	None	NA
2042	2004	GILLIG	G29B102N4	REI	NextBus	NextBus	None	NA
2044	2004	GILLIG	G29B102N4	REI	NextBus	NextBus	None	NA
2046	2004	GILLIG	G29B102N4	REI	NextBus	NextBus	None	NA
2047	2007	GILLIG	C29B096N4	Safety vision	NextBus	NextBus	None	NA
2049	2004	GILLIG	G29B102N4	REI	NextBus	NextBus	None	NA
2059	2004	GILLIG	G29B102N4	REI	NextBus	NextBus	None	NA
2063	2003	GILLIG	G29B102N4	REI	NextBus	NextBus	None	NA
2064	2003	GILLIG	G29B102N4	Safety vision	NextBus	NextBus	None	NA

*\*Note: This form is just for reference and is not required to be submitted with your Proposal.*



## ATTACHMENT H. FEATURE CHECKLIST

Item (* - required)	Currently Available	Will be Available at a Later Time	Will not become available	If not currently available, explain
<b><i>Announcements (ADA Compliant)</i></b>				
In-vehicle audio stop announcements*				
In-vehicle visual stop announcements*				
Exterior audio stop announcements*				
Announcements can be made from any distance				
Announcements can be customized to HDPT preference*				
Ability to incorporate service alerts or advertisements				
<b><i>Passenger Information</i></b>				
Native phone application available in both Android and Apple stores*				
API access for third-party development				
Passenger information signs at bus stops that can incorporate alerts and advertising (10 shelters)				
Real-time arrival information for bus routes, with multiple methods of access*				
Trip planning capability integrated in website/app (one-stop shop for traveling)*				
Passenger messaging capability to send out service alerts, announcements, etc.*				
Integration with social media				
Customer service feedback mechanism				

***Driver Technology***

MDT/tablet's clock display meets the minimum requirements for readability*				
MDT/tablet can display schedule adherence to driver*				
MDT/tablet can count passengers based on specific fare type				
MDT/tablet can edit passenger counts				
MDT/tablet can be portable to allow for walkaround pretrip/posttrip inspections				
MDT/tablet lockout screen for when bus is in motion*				
MDT/tablet can send canned messages to dispatch				
MDT/tablet can see other bus routes				
MDT/tablet can show status of in-vehicle system*				
MDT/tablet is a single point of logon for all relevant systems in bus				
Automatic passenger counters				
System can change exterior headsigns automatically				
System can implement a passenger counting mechanism that works with existing fare boxes				

***Dispatch Technology***

Screen or webpage that shows status of buses and routes at a glance*				
Screen or webpage that shows location of buses in real time*				
Dispatch has the ability to log buses on and off of jobs*				

***Management Technology***

NTD Reporting*				
Reporting that can compare ridership numbers to previous years*				
Schedule adherence reports*				
On-time performance data*				
Headway reports by route/stop*				
Automatic passenger counter reports*				
Routes in reports are listed on the day they begin, not when they end				
Ability to add/subtract passenger counts at will*				
Reports can be exported to .xls, .pdf,etc.*				
Route configuration can be exported to GTFS/GTFS real-time				
Ability to replay AVL data for any bus running at a particular time*				
System can make suggestions to potentially optimize routes based on schedule adherence and AVL data				
System allows for the creation of geofences				
<b>Other Features</b>				
Factory installation of all equipment is available				
Redundancy of all systems is present and are maintained to a certain minimum of service up-time*				
System can potentially work with traffic signal priority vendors				
Training of all staff is available*				

Documentation of all systems is available*				
System does not render bus out of service if any part of it becomes inoperable*				
System is a hosted solution rather than a locally managed system				
System can be tested before it is considered accepted*				

***\*This document must be completed & returned with proposal submission.\****



## ATTACHMENT I. COST SHEET

Item (* - required)	Feature/Supplier	Installed Quantity	Unit Cost	Cost (Initial)	Cost (Annual)
<b><i>Bus Hardware (39 buses)</i></b>					
MDTs or tablet*					
Pre-trip/post-trip inspection capability					
Tally passengers by fare type					
Driver messaging to dispatch					
Ability to see other bus routes					
Interior passenger signs*					
Integration with Luminator exterior headsigns					
Fare box integration					
Automated Announcements*					
Service alerts and advertising announcements feature					
Automatic Passenger Counters*					
Warranty*					
Support*					
<b><i>Passenger Information</i></b>					
Real-time arrival information via website/phone/etc.*					
Service alert information for passengers*					
Integration with social media platforms for service alerts					
Cellular GPS reporting every 30 seconds*					
Cellular GPS reporting every 15 seconds*					
Cellular GPS reporting every 5 seconds*					
Phone application for passenger information*					

Passenger feedback mechanism					
Passenger information signs at bus stops that can incorporate alerts and advertising					
Passenger trip planning capability*					
API for third-party development					
Warranty*					
Support*					
<b><i>Dispatch Technology</i></b>					
Interface for viewing buses and routes					
Interface to view overall health of system					
Warranty*					
Support*					
<b><i>Management Technology</i></b>					
Management Website*					
NTD Reports*					
Ridership Reports*					
Exporting reports*					
Ability to edit passenger counts*					
Bus replay on webpage*					
Route optimizer ability					
Geofencing					
Warranty*					
Support*					
<b><i>Miscellaneous</i></b>					
Factory installation to Gillig*					
Data transfer (if necessary)					
Traffic Signal Priority Integration (estimate)					
On-site Staff training*					
System Documentation*					
Hosted System Solution					
Locally Managed Solution					
Warranty*					
Support*					

***\*This document must be completed & returned with proposal submission.\****



## **ATTACHMENT J. FEDERAL TRANSPORTATION ADMINISTRATION (FTA) CLAUSES**

Third party contract clauses are required per FTA Circular 4220.1F, 11/01/2008, Revised, 04/14/2009. Not all clauses apply to every contract. The applicability of clauses depends on the size and type of contract. Procurements above the micro-purchase threshold of \$3,000 and construction contracts over \$2,000 should include FTA clauses.

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD**

31 U.S.C. 3801 et seq.  
**49 CFR Part 31 18 U.S.C. 1001**  
**49 U.S.C. 5307**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **ACCESS TO THIRD PARTY CONTRACT RECORDS**

49 U.S.C. 5325  
**18 CFR 18.36 (i)**  
**49 CFR 633.17**

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### **CHANGES TO FEDERAL REQUIREMENTS**

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **TERMINATION**

49 U.S.C.Part 18  
**FTA Circular 4220.1F**

Termination for Convenience (General Provision) The City of Harrisonburg may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Harrisonburg to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Harrisonburg, the Contractor will account for the same, and dispose of it in the manner the City of Harrisonburg directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Harrisonburg may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Harrisonburg that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Harrisonburg, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure (General Provision)** The City of Harrisonburg in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Harrisonburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City of Harrisonburg setting forth the nature of said breach or default, the City of Harrisonburg shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Harrisonburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**Waiver of Remedies for any Breach** In the event that the City of Harrisonburg elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Harrisonburg shall not limit the City of Harrisonburg's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Harrisonburg may terminate this contract for default. The City of Harrisonburg shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

### **CIVIL RIGHTS (TITLE VI, EEO, ADA)**

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

#### 49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is .1%. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Harrisonburg deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Harrisonburg. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City of Harrisonburg, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Harrisonburg.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

### **[FTA Circular 4220.1F](#)**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Harrisonburg requests which would cause the City of Harrisonburg to be in violation of the FTA terms and conditions.

## **SUSPENSION AND DEBARMENT**

49 CFR Part 29  
Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

**By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:**

The certification in this clause is a material representation of fact relied upon by the City of Harrisonburg. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Harrisonburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **BUY AMERICA**

49 U.S.C. 5323(j)  
**49 CFR Part 661**

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States

for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certificate of Compliance with 49 U.S.C. 5323(j)(1)**

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.\****

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.\****

**RESOLUTION OF DISPUTES, BREACHES OR OTHER LITIGATION**

49 CFR Part 18  
FTA Circular 4220.1F

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Harrisonburg's attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by HDPT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between HDPT and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which HDPT is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by HDPT or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

## **LOBBYING**

31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

***\*This document must be completed & returned with proposal submission.\****

**CLEAN AIR**

42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**CLEAN WATER**

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **CARGO PREFERENCE**

46 U.S.C. 1241  
**46 CFR Part 381**

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## **FLY AMERICA**

49 U.S.C. 40118  
41 CFR Part 301-10

The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **ENERGY CONSERVATION**

**42 U.S.C. 6321 et seq.**  
**49 CFR Part 18**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **RECYCLED PRODUCTS**

**42 U.S.C. 6962**  
**40 CFR Part 247**  
**Executive Order 12873**

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.



## ATTACHMENT K. SYSTEM FOR AWARD MANAGEMENT (SAM) FORM

### WHAT IS SAM?

The **System for Award Management (SAM)** is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the link provided below. User guides and webinars are available under the Help tab. You must have an active registration in SAM to participate in this procurement.

<https://www.sam.gov/portal/SAM/#1>

### System for Award Management – [SAM] registration information:

#### The undersigned Offeror:

is registered in SAM – provide DUNS Number \_\_\_\_\_

is in process of registering in SAM - provide DUNS Number \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

***\*This document must be completed & returned with proposal submission.\****



## ATTACHMENT L. MINORITY STATUS OF BUSINESS OWNERSHIP – BIDDERS LIST INFORMATION

The City of Harrisonburg Department of Public Transportation must maintain a Bidders List with information about the minority status of firms bidding on/receiving contracts/purchases with the City. Please identify your business below, and then complete the Bidders List minority status and income information about your business, by checking on the applicable line. Information provided will be confidential, and will be used only by the City of Harrisonburg to maintain bidders’ records as required per 49 CFR Part 26.11.

Name of Business: \_\_\_\_\_

City/State of Business Location: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Age of Business (years), Since Establishment: \_\_\_\_\_

1. Business Owned (51% or more) by a minority? \_\_\_\_ Yes \_\_\_\_ No

(Minorities include: Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration.)

2. Is business certified as a Disadvantaged Business Enterprise? \_\_\_\_ Yes \_\_\_\_ No

If yes, when was the business certified, and by which agency? \_\_\_\_\_

Annual Gross Income of Business

\_\_\_\_ Less than \$500,000

\_\_\_\_ \$500,000 to \$1 million

\_\_\_\_ \$1 million to \$2 million

\_\_\_\_ \$2 million to \$5 million

\_\_\_\_ \$5 million to \$10 million

\_\_\_\_ \$10 million to \$15 million

\_\_\_\_ \$15 million to \$19.5 million

\_\_\_\_ \$19.5 million or above

***\*This document must be completed & returned with proposal submission.\****



**ATTACHMENT M. REFERENCES LIST**

Indicate below a listing of at least five (5) client references from transit agencies with similar projects which have implemented the proposed ITS system most successfully and are using the broadest range of the system features. Account(s) are preferred to be transit accounts of a similar size and nature (government, universities, etc.).

**REFERENCE #1**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_  
How Long Agency Has Been a Client: \_\_\_\_\_  
Components of Proposed System Are/Were Utilized: \_\_\_\_\_

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**REFERENCE #2**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_  
How Long Agency Has Been a Client: \_\_\_\_\_  
Components of Proposed System Are/Were Utilized: \_\_\_\_\_

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**REFERENCE #3**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_  
How Long Agency Has Been a Client: \_\_\_\_\_  
Components of Proposed System Are/Were Utilized: \_\_\_\_\_

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**REFERENCE #4**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

How Long Agency Has Been a Client: \_\_\_\_\_

Components of Proposed System Are/Were Utilized: \_\_\_\_\_

**REFERENCE #5**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

How Long Agency Has Been a Client: \_\_\_\_\_

Components of Proposed System Are/Were Utilized: \_\_\_\_\_

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Indicate below a listing of at least three (3) current or recent client/account that has terminated your company's services within the last five (5) years. Account(s) are preferred to be transit accounts of a similar size and nature (government, universities, etc.).

**Reference #6**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

How Long Agency Has Been a Client: \_\_\_\_\_

Components of Proposed System Are/Were Utilized: \_\_\_\_\_

**Reference #7**

Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_ Dates of Service: \_\_\_\_\_

How Long Agency Has Been a Client: \_\_\_\_\_

Components of Proposed System Are/Were Utilized: \_\_\_\_\_

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**Reference #8**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

How Long Agency Has Been a Client: \_\_\_\_\_

Components of Proposed System Are/Were Utilized: \_\_\_\_\_

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***\*This document must be completed & returned with proposal submission.***

ATTACHMENT N. NTD REPORTING SAMPLE

<b>NTD ID</b>	30094
<b>Reporter Name</b>	City of Harrisonburg Department of Public Transportation
<b>Report</b>	2016 (Original Submission)

## Service Non-Rail (S-10) - MB DO

### Maximum Service Vehicles

<b>Vehicles Operated in Annual Maximum Service (VOMS)</b>	
<b>Vehicles Available for Annual Maximum Service</b>	
<b>Total Monthly Ridership VOMS</b>	<b>32</b>

### Periods Of Service

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Weekday AM Peak	Weekday Midday	Weekday PM Peak
Time Service Begins						
Time Service Ends						

### Services Supplied

<b>Total Monthly Ridership VRH</b>	59,311
<b>Total Monthly Ridership VRM</b>	602,280

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Annual Total	Weekday AM Peak	Weekday Midday Peak	Weekday PM Peak	Weekday Other
<b>Vehicles in Operation</b>				N/A				
<b>Total Actual Vehicle Miles</b>					N/A	N/A	N/A	N/A
<b>Total Actual Vehicle Revenue Miles (VRM)</b>					N/A	N/A	N/A	N/A
<b>Deadhead Miles</b>					N/A	N/A	N/A	N/A
<b>Total Scheduled Vehicle Revenue Miles</b>					N/A	N/A	N/A	N/A
<b>Total Actual Vehicle Hours</b>					N/A	N/A	N/A	N/A
<b>Total Actual Vehicle</b>					N/A	N/A	N/A	N/A

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Annual Total	Weekday AM Peak	Weekday Midday Peak	Weekday PM Peak	Weekday Other
Revenue Hours (VRH)								
Deadhead Hours					N/A	N/A	N/A	N/A
Charter Service Hours	N/A	N/A	N/A		N/A	N/A	N/A	N/A
School Bus Hours	N/A	N/A	N/A		N/A	N/A	N/A	N/A

**Services Consumed**

Total Monthly Ridership Unlinked Passenger Trips (UPT)	2,742,244
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Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Annual Total
Unlinked Passenger Trips				
Passenger Miles Traveled (PMT)				

**Service Operated (Days)**

Field	Average Weekday Schedule	Average Saturday Schedule	Average Sunday Schedule	Annual Total
Days Operated				0
Days Not Operated (Strikes)				0
Days Not Operated (Officially Declared Emergencies)				0

**Directional Route Miles**

Transit Exclusive Right-of-Way (ROW)	0.00
Mixed Traffic Right-of-Way (ROW)	
Shared Use - HOV/T Right-of-Way (ROW)	0.00
Total Directional Route Miles	0.00