



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801
540-432-7794
540-432-1640 Fax

Table with 3 columns: ISSUE DATE, REQUEST FOR PROPOSAL NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

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

E-mail:

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

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

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, 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). Return this form with your proposal.

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I. PURPOSE

The City of Harrisonburg, VA, is soliciting a Request for Proposal (RFP) for Gasoline and Ultra Low Sulfur Diesel (ULSD) Fuel Offsite Refueling Station(s). Proposals must be submitted to the City Purchasing Agent at 345 South Main Street, Room 201, Harrisonburg, VA 22801 no later than 1:00 p.m. Tuesday, November 13, 2012.

RFP documents may be obtained upon request or viewed on the Purchasing website at <http://www.Harrisonburgva.gov/bids>.

For questions, contact Reggie Smith, in writing, at reggies@hdpt.com. Questions will be answered by addendum on the City's Purchasing web page.

The City of Harrisonburg reserves the right to reject any and all proposals, and/or waive any informality in the proposals as deemed in the best interest of the City. The City of Harrisonburg (City) hereby solicits qualified and interested firms (Proposer) to submit proposals and statements of qualifications for providing all supervision, labor, services, equipment, materials, and any assistance necessary to provide the City with Gasoline, and No. 2 Ultra Low Sulfur Diesel (ULSD) Fuel at one or more Offsite Gasoline and Diesel Refueling Station (Services). The intent of the City is to contract with a single company to provide all services as listed herein; however, the right is reserved by the City to award in part, in whole, or in any combination which, in the sole opinion of the City, is determined to be in the best interest of the City.

As described herein, the Services will consist of the Proposer providing 24-hour self-service gasoline and diesel refueling station(s) at strategic locations throughout the City.

II. SPECIAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

A. Submittals, in 4 (four) copies, and one digital copy on CD or flash drive, if possible, marked "**Gasoline and Diesel Fuel Offsite Refueling Station(s)**" will be received no later than **1:00 P.M.**, Local Time Prevailing, on November 13, 2012, at the:

Pat Hilliard
Purchasing Agent's Office
345 South Main Street
Room 201
Harrisonburg, VA 22801

- B. Should you decide to utilize an express delivery service, please note that we are located at the same address above. It is the bidders responsibility to ensure the bid is received prior to the bid acceptance time. Late proposals will not be accepted. Proposals will not be accepted via Fax machine or Internet E-mail.
- C. Mark outside of envelope with **RFP Fuel Bid** and proposal subject, "**Gasoline and Diesel Fuel Offsite Refueling Station(s)**."
- D. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The City of Harrisonburg reserves the right to award in part or in whole and/or to reject any or all proposals.

- E. Any proposal submitted **MUST** include the Signature Sheet, which has been signed by an individual authorized to bind the Proposer. All proposals submitted without such signature may be deemed non-responsive.

RFP Process: Proposers are to submit written proposals, which present the Proposer's qualifications and understanding of the work to be performed. The Proposer's proposal should be prepared simply and economically and should provide all the information, which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. **To assist in the evaluation process, Proposers should limit their response to 10 single sided typed pages.**

III. SCOPE OF SERVICES

- A. **Gasoline and No. 2 Ultra Low Sulfur Diesel (ULSD).** The Proposer will furnish gasoline and No. 2 Ultra Low Sulfur Diesel fuel to the City of Harrisonburg as described below.
- B. The gasoline will be reformulated unleaded 87-octane regular gasoline and shall comply with most recent American Society for Testing and Materials "ASTM" D4814 or latest edition standard specifications for automotive gasoline. The anti knock index (RON + MON/2) must be in compliance with ASTM D4814 or latest edition as it relates to unleaded regular gasoline. **THE MINIMUM ANTI-KNOCK OCTANE FOR REFORMULATED UNLEADED REGULAR GASOLINE SHALL BE 87.**
1. The diesel fuel shall be all purpose ultra low sulfur diesel (ULSD) fuel oil intended for use in all types of diesel engines under all normal conditions of service. The diesel fuel shall comply with ASTM D-975, *Grade No. 1-D S15*—A special-purpose, light middle distillate fuel for use in diesel engine applications requiring a fuel with 15 ppm sulfur (maximum) and higher volatility than that provided by Grade No. 2-D S15 fuel, with a cetane rating of 45. Cetane rating will be computed using the ASTM D-976 method. Using this standard, a required octane rating of 45 has a tolerance, but with this tolerance, it may not be lower than 40 cetane. The calculated cetane method will be used to determine cetane rating of fuel delivered. Please refer to ASTM D-976, latest edition, for test method to ensure cetane rating of 45 is being delivered. No cetane enriching additives are to be used. Only ultra low sulfur No. 2 diesel fuel with sulfur content of 0.0015% or less will be accepted.
- C. **Gasoline and Diesel refueling station(s).** The Proposer shall furnish gasoline and diesel refueling station(s) at strategic locations throughout the City for refueling of City fleet vehicles and heavy equipment.
1. The Proposer shall provide refueling station(s) that are operational and open 24 hours a day, seven (7) days per week. If only one station is available, the Proposer shall provide options for providing refueling services meeting all the RFP requirements.
 2. The refueling station(s) must be accessible to all City fleet vehicles and heavy equipment.
 3. The refueling station(s) shall provide product that meets these basic requirements:
 - A. Regular unleaded gasoline with a minimum anti-knock octane rating of 87.
 - B. Diesel fuel with cetane rating range of 40 to 45 with no cetane enriching additives.

4. For refueling station(s), the Proposer shall provide a fuel card/fleet card method of payment. The card must identify the following information: vehicle number, mileage, type of product, unit cost, amount of fuel dispensed, and extended cost. Cards or keys shall be provided by proposer.

D. **Pricing:** All references within the price proposal to a firm discount and/or a firm differential shall remain firm for the duration of any resulting contract. However, a Proposer offering either method shall still maintain his pricing based on the posted price of his selected producing refiner(s).

E. Price offered shall be based as of the date of October, 31, 2012

1. The Proposers are to use for posting prices a terminal pipe operator doing business in Virginia or refinery postings in Montvale, VA. Prices will escalate or decrease off changes on average weekly product prices for both gasoline and No. 2 ultra low sulfur diesel fuel per Oil Price Information Services for Virginia.
2. Price notification: The Proposer shall, on a weekly basis, notify the City of the delivered price. Attached to each change notification will be a photocopy of the OPIS price sheet for the current week.
3. Fuel Purchases: The City of Harrisonburg is tax exempt.

F. **Invoicing:** All Transactions (Invoices) must be provided to the user. Invoices must include at minimum the, vehicle number, mileage (as provided by the user), type of product, unit cost, amount of fuel dispensed, and extended cost. Invoices will be submitted daily to Central Garage either by email or thumb drive in a .txt format so transactions can be formatted to download into existing maintenance software. The invoice should be formatted similar to FuelMaster's 111 EMS Prototype export configuration, where each entry contains a: location id, fuel type id, pump id, hose id, vehicle id, vehicle mileage, amount of fuel dispensed (in gallons), price of fuel being dispensed per gallon, and total amount of fuel dispensed (in dollars).

F. **Statements:** Monthly statements must be forwarded to the following address properly itemized as to the department, vehicle number, type of fuel, number of gallons, price per gallon, and/or point of refueling:

City of Harrisonburg
Department of Public Transportation
475 E. Washington St.
Harrisonburg, VA 22802

IV. **PROJECT / CONTRACT DESCRIPTION / PROPOSER QUALIFICATIONS**

- A. Term of Contract: Any resulting contract shall become effective December 1, 2012 upon approval from the City and shall be in effect for a period not to exceed three (3) years. The right is reserved to terminate the contract with a 30 day written notice as deemed to be in the best interest of the City.
- B. The Proposer shall be an independent, duly licensed and/or certified Proposer and possess the staff, experience, equipment and abilities to successfully provide all needed services. The Proposer, and all employees and agents of the Proposer, shall fully comply with all City, state, and federal laws and/or mandates applicable to the services to be furnished.

- C. Insurance specifications: The Proposer shall carry and maintain insurance in the limits and with all requirements listed below:

Insurance Requirements

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverage 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.
4. The contractor will maintain \$1,000,000 Excess Liability insurance.

LOCALITY RESPONSIBILITIES

The City shall:

1. Provide to Proposer all information in possession of the City which relates to the City's requirements for the services or which is relevant to the contract.
2. Examine all reports, analysis, studies, tests, results, proposals and any other documents presented by the Proposer.
3. Designate a person to act as the City's representative with respect to the services to be performed under any resulting contract. Such person shall have the authority to transmit instructions, receive information, interpret and define locality policy and decisions pertaining to Proposer's services.

V. INFORMATION TO BE PROVIDED IN PROPOSALS

As part of the proposal, each respondent must include the following. Each respondent shall structure their proposal response so that it contains individual tabs/sections detailing their company policies and practices pertaining to the following areas.

1. Specific qualifications, abilities, capabilities of the respondent to successfully provide all services and products needed for the Service and administer to this contract in a timely and professional manner. This should include: years in business, total number of full time employees, locations for refueling sites.
2. Discuss your fleet refueling management and operations capability. (Fleet card operation)
3. Discuss your experience with similar contracts, preferably contracts with other local governments or commercial entities.
4. Cost proposal. The format for proposing price for product at offsite refueling station(s) shall be at the option of the Proposer as long as a gas card/fuel card/fleet card system is offered.
5. Specific procedures for issuing, monitoring, replacing of cards or devices used in fueling transactions.

A. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those Proposers to be considered for interviews and/or potential negotiations. Proposers are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1. Experience/qualifications of Proposer. Proposer's proposed staff, experience with contracts for services similar in scope.
2. Capabilities, features, etc., of the proposed services and the degree to which the proposed Service meets the needs of the City. The Proposer's understanding of the scope of services and its approach to providing the Services.
3. Proposer's proposal for furnishing convenient strategically placed off-site refueling station(s) to include a fleet/credit/gas card system that meets the needs of the City.
4. Overall quality of response. (services, goods, professional reputation, etc.)
5. References of similar fleet contracts.
6. Cost.

B. SELECTION PROCEDURE

Selection shall be made on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. The City shall select the Proposer who, in its opinion, has made the best proposal and award the contract to that Proposer.

C. REFERENCES

1. All Proposers shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.

2. References may or may not be reviewed or contacted at the discretion of the City. Typically, only references of the top ranked short-listed Proposer or Proposers are contacted. The City reserves the right to contact references other than, and/or in addition to, those furnished by a Proposer.

D. BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the City, shall be utilized in the final award.

E. NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact **initiated by any Proposer** with any City representative, other than the listed representatives listed herein, concerning this request for proposals is prohibited. Any such **unauthorized contact may cause the disqualification** of the Proposer from this procurement transaction.

Signature Sheet

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by law.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City of Harrisonburg, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City of Harrisonburg, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the City of Harrisonburg.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Remit to Address:

Fed.ID.NO _____

Signature:

Name (type/print):

Title: _____

Telephone:(____)_____ **FaxNO:**(____)_____

E-mail _____

Date: _____

*To receive consideration for award, this signature sheet must be returned to
City Purchasing Agent as part of your response.*

ATTACHMENT A: Harrisonburg City Fuel Requirements

Item	Type of fuel	Estimated Annual Gallons
1	Regular Unleaded	100,000
2	No. 2 Ultra Low Sulfur Diesel (ULSD)	400,000
Total Estimated Annual Fuel Usage		500,000

Attachment B: General Terms & Conditions for the City of Harrisonburg, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

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

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States

and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. 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 offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. 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.

- f. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

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

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

- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or

installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

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

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds 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.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offers.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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

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

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.

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. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

Attachment C: State Corporation Commission Form

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

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

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

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

is an out-of-state business entity that is including with this 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.

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

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

Return signed form with proposal.

ATTACHMENT D: FTA Required Contract Clauses & Other Certifications

Third party contract clauses are required for this contract per FTA Circular 4220.1F, 11/01/2008, Revised, 04/14/2009. Federal Clauses take precedence over City of Harrisonburg General Terms and Conditions.

1. 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.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

3. ACCESS TO RECORDS AND REPORTS

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).

4. FEDERAL CHANGES

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.

5. CIVIL RIGHTS REQUIREMENTS

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.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND PROMPT PAYMENT

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.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1F](#)

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.

8. 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.

9. 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.

10. 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.

11. 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.

12. CLEAN WATER REQUIREMENTS

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.

13. PRIVACY ACT

5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

14. BREACHES AND DISPUTE RESOLUTION

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 the City of Harrisonburg, 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Harrisonburg 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 the City of Harrisonburg 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 the City of Harrisonburg 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.

15. LOBBYING

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

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.]

SIGN AND RETURN THE CERTIFICATIONS BELOW WITH YOUR PROPOSAL

ATTACHMENT E: Lobbying Certification
31 U.S.C. 1352 49 CFR Part 19 49 CFR Part 20

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

Return signed form with proposal.

ATTACHMENT F: Other Certifications

1. The individual signing certifies that he/she is authorized to contract on behalf of the proposer.
2. The individual signing certifies that the proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the proposer.
3. The individual signing certifies that there has been no attempt by the proposer to discourage any potential proposer from submitting a proposal.
4. The individual signing certifies that the proposer IS / IS NOT (circle one) included on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

The proposer, by signing below, agrees to comply with these contract requirements and makes the certifications outlined above.

Signed

Date

Printed Name

Title

Return signed form with proposal.

ATTACHMENT G: Minority and Small Business Status of Business Ownership
Bidders List Information

The City of Harrisonburg Department of Public Transportation maintains a Bidders List with information about minority and small business 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? _____

3. Is business certified as a Small Business? _____ Yes _____ No

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

Return signed form with proposal.

Attachment H: Vehicle List

FleetDesc	Equipt #	Year	Make	Model	License	Fuel Type	Current Meter
COMM DEVELOPMENT							
• 0503	2007	FORD	F150	135258L	UNL	44,325.00	
• 0504	2004	CHEVROLET	IMPALA	125069L	UNL	87,544.00	
• 0505	2006	CHEVROLET	K1500	128673L	UNL	25,112.00	
• 0507	1999	FORD	F150	39-949L	UNL	74,970.00	
• 0508	2000	FORD	F150	49-204L	UNL	59,091.00	
• 0509	2003	FORD	F150	115521L	UNL	29,399.00	
• 0510	2000	FORD	F150	49-203L	UNL	65,674.00	
• 0511	1999	CHEVROLET	BLAZER	104214L	UNL	79,737.00	
• 0523	1998	FORD	EXPLORER	39-870L	UNL	41,433.00	
• 0524	2002	CHEVROLET	K1500	104243L	UNL	126,865.00	
• 0526	2007	FORD	F150	135236L	UNL	47,271.00	
• 0527	1997	FORD	F150	30-053L	UNL	147,945.00	
• 0530	2008	FORD	ESCAPE	145379L	UNL	39,546.00	
FIRE E O C							
• 6600	2008	GAS	GAS			1.00	
• 6601	1999	CHEVROLET	TAHOE	122837L	UNL	78,001.00	
• 6602	2003	FORD	EXPLORER	112342L	UNL	154,636.00	
• 6603	2007	DODGE	3500	135283L	DSL	19,865.00	
• 6604	2008	DODGE	DURANGO	145404L	UNL	22,105.00	
• 6607	2008	DODGE	4500	145449L	DSL	5,716.00	
• 6609	2011	POLARIS	XUV	0		2.00	
ECONOMIC DEVELOPMENT							
• 1001	2010	CHEVROLET	IMPALA LT	YZL7390		39,507.00	
FIRE							
• 0622	1997	KME	LADDER	97-690L	DSL	71,168.00	
• 0623	2007	SUTPHEN	PUMPER	135225L	DSL	48,040.00	
• 0624	1991	SIMON DUPLEX	L-215-91	135327L	DSL	79,425.00	
• 0625	2003	SUTPHEN	PUMPER	112330L	DSL	63,131.00	
• 0626	2000	SUTPHEN	PUMPER	47-723L	DSL	89,605.00	
• 0627	1954	AMER LAFRANCE	LADDER	56-517L	DSL	15,872.00	
• 0628	2008	SUTPHEN	CUSTOM	146809L	DSL	33,100.00	
• 0630	1997	FORD	EXPLORER	125077L	UNL	91,957.00	
• 0633	2000	FREIGHTLINER	FL70	159787L	DSL	115,793.00	
• 0635	2003	KENWORTH	T300	112349L	DSL	7,252.00	
• 0640	2005	FORD	F350	125051L	DSL	25,042.00	
• 0643	1996	GMC	VAN	97-618L	UNL	102,997.00	
• 0644	2003	FORD	EXPLORER	112302L	UNL	114,979.00	
• 0645	2008	FORD	EXPLORER	145392L	UNL	49,717.00	
• 0646	2002	CHEVROLET	TRAILBLAZER	49-296L	UNL	105,579.00	
• 0653	2007	FORD	XLT 4X4	135166L	UNL	65,455.00	
• 0654	2001	FORD	EXPLORER	125078L	UNL	101,360.00	
• 0655	2007	FORD	EXPLORER	135218L	UNL	73,548.00	
• 0658	1997	FORD	EXPEDITION	32-285L	UNL	150,003.00	
• 0659	1998	FORD	EXPEDITION	39-860L	UNL	147,612.00	
• 0660	2004	FORD	EXPLORER	122814L	UNL	111,485.00	
• 0663	2003	FORD	VICTORIA	112304L	UNL	146,838.00	
• 0664	2008	FREIGHTLINER	MT55	146841L	DSL	3,568.00	
• 0665	2005	FORD	EXPLORER	128644L	UNL	83,999.00	
• 0666	2004	CATERPILLAR	GENERATOR			0.00	
• 0668	2003	FORD	VICTORIA	112305L	UNL	123,194.00	
• 0669	1984	GMC	2500	145368L	DSL	124,354.00	
• 0670	2000	FORD	F350	145369L	UNL	6,332.00	
• 0671	1991	CHEVROLET	K3500	145370L	UNL	27,004.00	
• 0672	2011	CHEVROLET	TAHOE	163806L	UNL	19,918.00	
• R623	1990	SUTPHEN	PUMPER	56-453L	DSL	135,588.00	
• R625	1985	DUPLEX	PUMPER	75-214L	DSL	127,202.00	
• R626	1982	OSHKOSH	PUMPER	75-171L	DSL	164,894.00	
• R628	1990	SUTPHEN	PUMPER	56-454L	DSL	144,837.00	
HOUSING AUTHORITY							
• 5001	1992	FORD	F150	97-683L	UNL	143,824.00	
• 5002	1984	CHEVROLET	VAN	60-613L	UNL	41,429.00	
• 5003	1991	GMC	1500	60-612L	UNL	107,568.00	
• 5005	1996	KUBOTA	B6100HST-D			1,146.00	
• 5006	1996	KUBOTA	F2100			18,201.00	
• 5008	2000	DODGE	STRATUS	47-745L	UNL	56,912.00	
• 5009	2004	CHEVROLET	G1500	122753L	UNL	27,570.00	
• 5010	2004	CHEVROLET	MALIBU	122802L	UNL	31,193.00	
• 5011	2006	FORD	RANGER	135-320L	UNL	35,398.00	

FleetDesc	Equipt #	Year	Make	Model	License	Fuel Type	Current Meter
HARRISONBURG SCHOOL							
• 0901		2008	FORD	FUSION	145388L	UNL	32,786.00
• 0902		2008	FORD	FUSION	145387L	UNL	35,504.00
• 0903		2007	CHEVROLET	G3500	135246L	UNL	19,421.00
• 0904		2000	FORD	VICTORIA	43-996L	UNL	82,700.00
• 0905		2003	FORD	WINDSTAR	122806L	UNL	108,691.00
• 0907		2006	CHEVROLET	2500	135338L	UNL	51,325.00
• 0908		2001	FORD	TAURUS	111656L	UNL	73,625.00
• 0909		2005	CHEVROLET	3500	128616L	DSL	12,571.00
• 0910		1986	CHEVROLET	ASTRO VAN	82-371L	UNL	122,174.00
• 0911		2002	FORD	TAURUS	115510L	UNL	83,897.00
• 0912		2001	CHEVROLET	K2500	49-275L	UNL	81,659.00
• 0913		1998	CHEVROLET	K2500	35-281L	UNL	115,376.00
• 0914		2005	FORD	VICTORIA	163802L	UNL	99,070.00
• 0916		1988	CHEVROLET	K2500	82-368L	UNL	118,095.00
• 0917		1994	CHEVROLET	K2500	14-434L	UNL	112,158.00
• 0918		2002	CHEVROLET	3500	146843L	DSL	115,709.00
• 0919		1993	FORD	AEROSTAR	23-268L	UNL	153,469.00
• 0920		1988	ALL	MOWER			2,748.00
• 0921		2008	NEW HOLLAND	T2410	0		0.00
• 0923		1988	INTERNATIONAL	TRACTOR			504.00
• 0924		2001	CHEVROLET	MALIBU	49-300L	UNL	100,555.00
• 0925		2001	FORD	TAURUS	165056L	UNL	117,377.00
• 0926		2003	CHEVROLET	K2500	115520L	UNL	75,312.00
• 0946		2010	DODGE	CARAVAN	163804L	UNL	6,610.00
IT DEPARTMENT							
• 0506		2005	PONTIAC	MONTANA	128618L	UNL	41,726.00
MUNICIPAL BUILDING							
• 0501		1997	CHEVROLET	LUMINA	39-942L	UNL	101,505.00
• 1003		2002	PONTIAC	GRAND AM	122778L	UNL	113,909.00
• 1004		2001	PONTIAC	GRAND AM	122777L	UNL	85,574.00
• 1005		1998	FORD	TAURUS	128687L	UNL	96,577.00
MULTI-DEPARTS							
• 0218		1998	FORD	E150	35-284L	UNL	103,560.00
• 0220		1988	VOLVO	FE6	39-930L	DSL	155,242.00
• 0221		1999	VOLVO	AUTOCAR	145445L	DSL	374,526.00
PURCHASING AGENT							
• 1101		2005	CHEVROLET	CLASSIC	128629L	UNL	36,664.00
POLICE							
• 0801		2002	CHEVROLET	1500	104266L	UNL	91,469.00
• 0802		2000	FORD	VICTORIA	112346L	UNL	119,973.00
• 0803		2009	FORD	VICTORIA	146827L	UNL	72,744.00
• 0804		2006	FORD	VICTORIA	132241L	UNL	81,779.00
• 0805		2008	FORD	TAURUS	XHY6195	UNL	64,035.00
• 0806		1997	TOYOTA	4 RUNNER	JFP4459	UNL	97,288.00
• 0807		2007	FORD	VICTORIA	135227L	UNL	118,200.00
• 0808		2008	FORD	VICTORIA	145363L	UNL	99,738.00
• 0809		2006	FORD	TAURUS	KAB2060	UNL	53,597.00
• 0810		2011	FORD	VICTORIA	165082L		14,401.00
• 0811		2006	FORD	VICTORIA	128700L	UNL	97,883.00
• 0812		2006	FORD	EXPLORER	XUH7110	UNL	84,321.00
• 0813		2009	FORD	EXPLORER	146817L	UNL	35,970.00
• 0814		2008	FORD	VICTORIA	145366L	UNL	110,093.00
• 0815		2007	FORD	VICTORIA	135228L	UNL	99,931.00
• 0816		2008	FORD	EXPLORER	KJC3228	UNL	93,410.00
• 0817		2008	FORD	VICTORIA	145367L	UNL	73,629.00
• 0818		1998	CHEVROLET	S10	75-218L	UNL	81,888.00
• 0819		2006	FORD	VICTORIA	135325L	UNL	82,720.00
• 0820		2002	CHEVROLET	3500	YDU9265	UNL	13,902.00
• 0821		2006	FORD	500	KHH-4647	UNL	68,997.00
• 0822		2008	FORD	VICTORIA	145364L	UNL	65,567.00
• 0823		2010	FORD	VICTORIA	161195L	UNL	43,421.00
• 0824		2009	FORD	VICTORIA	146826L	UNL	49,578.00
• 0825		2003	FORD	TAURUS	JLR8407	UNL	123,821.00
• 0826		2004	DODGE	INTREPED	XPY3940	UNL	92,544.00
• 0828		2007	FORD	EXPLORER	161198L	UNL	94,548.00
• 0829		2002	CHEVROLET	TRAILBLAZER	104260L	UNL	109,550.00
• 0830		2006	FORD	VICTORIA	132242L	UNL	101,231.00

FleetDesc	Equipt #	Year	Make	Model	License	Fuel Type	Current Meter
	• 0831	2002	CHEVROLET	3500	104263L	UNL	11,971.00
	• 0832	2006	FORD	TAURUS	JYE2410	UNL	47,902.00
	• 0833	2005	FORD	TAURUS	JVW6372	UNL	97,085.00
	• 0834	2002	CHEVROLET	TRAILBLAZER	104262L	UNL	69,810.00
	• 0835	2003	HARLEY DAVIDSO	FLHTPL	1271L	UNL	1,411.00
	• 0836	2003	HARLEY DAVIDSO	FLHTPL	1272L	UNL	7,037.00
	• 0837	2000	FORD	VICTORIA	112345L	UNL	124,624.00
	• 0838	1986	CHEVROLET	K3500	32-270L	DSL	43,921.00
	• 0839	2011	FORD	VICTORIA	16-507L		7,351.00
	• 0840	2009	FORD	VICTORIA	146828L	UNL	71,286.00
	• 0841	2007	JEEP	COMMANDER	KFV3280	UNL	97,537.00
	• 0842	2006	JEEP	CHEROKEE	XSW3666	UNL	111,142.00
	• 0843	2006	FORD	TAURUS	JZV3010	UNL	76,746.00
	• 0844	2011	FORD	VICTORIA	165-080L		15,118.00
	• 0846	1994	FORD	MUSTANG	104261L	UNL	115,578.00
	• 0847	2007	FORD	500	XSC1921	UNL	81,955.00
	• 0848	2002	FORD	VICTORIA	YNK6192	UNL	86,542.00
	• 0849	2009	FORD	TAURUS	XEX7464		87,448.00
	• 0850	1980	DODGE	CARRIE	115509L	UNL	76,676.00
	• 0851	1997	CHEVROLET	ASTRO VAN	JNR4891	UNL	94,469.00
	• 0852	2003	HONDA	ACCORD	KGR8646	UNL	131,924.00
	• 0853	2010	FORD	VICTORIA	161194L	UNL	43,517.00
	• 0854	2010	FORD	VICTORIA	159346L	UNL	64,009.00
	• 0855	2005	FORD	TAURUS	JTR4109	UNL	92,636.00
	• 0856	2004	CHRYSLER	SEBRING	JUF6173	UNL	107,871.00
	• 0857	2010	FORD	EXPLORER	163801L	UNL	24,660.00
	• 0858	2005	FORD	EXPLORER	XHA8951	UNL	92,190.00
	• 0859	2004	BUICK	LASABRE	JUZ7753	UNL	103,250.00
	• 0860	2008	DODGE	CARAVAN	128656L	UNL	74,392.00
	• 0861	2006	FORD	VICTORIA	128699L	UNL	91,120.00
	• 0863	1990	CHEVROLET	P30	135350L	UNL	445,909.00
	• 0864	1994	GMC	1500	135322L	UNL	55,188.00
	• 0865	2006	FORD	E250		UNL	0.00
	• 0866	1988	FORD	E350	135252L	DSL	69,220.00
	• 0867	2000	CHEVROLET	3500	135234L	UNL	86,328.00
	• 0868	1997	TOYOTA	AVALON	135235L	UNL	127,415.00
	• 0869	2003	FORD	EXPLORER	159751L	UNL	88,112.00
	• 0870	2006	FORD	TAURUS	KHH4643	UNL	65,607.00
	• 0871	2002	JEEP	CHEROKEE	KJC6536	UNL	133,694.00
	• 0872	2009	HARLEY DAVIDSO	FLHTP		UNL	15.00
	• 0874	2009	MERCURY	MARQUE	XWU4548	UNL	35,178.00
	• 0876	2010	FORD	VICTORIA	159345L	UNL	39,909.00
	• 0877	2010	FORD	VICTORIA	159347L	UNL	51,245.00
	• 0878	2008	BUICK	ENCLAVE	XHB2927	UNL	60,620.00
	• 0880	2006	CHEVROLET	TRAILBLAZER	XBF-5655		84,943.00
	• 0881	2005	JEEP	CHEROKEE	XAW-2161		88,392.00
	• 0882	2011	FORD	VICTORIA	165081L		7,787.00

PARKS AND RECREATION

	• 0401	1987	CHEVROLET	SPORTSVAN	75-241L	UNL	63,273.00
	• 0402	2002	CHEVROLET	3500	111674L	DSL	91,276.00
	• 0403	2003	CHEVROLET	2500	115539L	UNL	100,556.00
	• 0404	1997	FORD	F250	32-257L	UNL	112,364.00
	• 0405	2005	FORD	F350	125071L	DSL	68,648.00
	• 0406	1995	CHEVROLET	K2500	97-614L	UNL	175,532.00
	• 0408	2005	FORD	E250	145433L	UNL	76,462.00
	• 0409	2005	CHEVROLET	TRAILBLAZER	135331L	UNL	104,937.00
	• 0411	2006	CHEVROLET	1500	128685L	UNL	72,760.00
	• 0412	1996	FORD	F150	97-630L	UNL	125,515.00
	• 0413	1990	CHEVROLET	1500	56-429L	UNL	125,425.00
	• 0414	2008	FORD	F250	145355L	UNL	40,771.00
	• 0416	1987	CHEVROLET	C30	75-308L	UNL	94,087.00
	• 0418	2000	CHEVROLET	2500	43-979L	UNL	136,418.00
	• 0419	2003	CHEVROLET	2500	115540L	UNL	92,051.00
	• 0420	1980	JOHN DEERE	317		UNL	239.00
	• 0422	1996	JEEP	CHEROKEE	97-673L	UNL	143,842.00
	• 0424	1974	CHEVROLET	C65	74-822L	UNL	30,657.00
	• 0425	2000	FORD	F150	47-736L	UNL	99,820.00
	• 0427	2005	CHEVROLET	IMPALA	128658L	UNL	71,429.00
	• 0428	2005	CHEVROLET	G2500	135184L	UNL	85,838.00
	• 0429	1994	GMC	K1500	23-252L	UNL	156,314.00

FleetDesc	Equip #	Year	Make	Model	License	Fuel Type	Current Meter
	• 0449	2004	TORO	30625		DSL	1,900.00
	• 0450	1998	KUBOTA	M540-70380			2,689.00
	• 0451	2004	TORO	30625		DSL	843.00
	• 0453	1987	HESSTON	55-66		DSL	5,197.00
	• 0459	1998	TORO	30795		DSL	2,495.00
	• 0460	1988	JOHN DEERE	310C		DSL	7,623.00
	• 0469	2000	CASE	C60 TRACTOR		DSL	21,630.00
	• 0470	2000	CASE	C60 TRACTOR		DSL	3,108.00

PUBLIC UTILITIES

	• 0101	1995	CHEVROLET	K2500	97-607L	UNL	154,799.00
	• 0102	2008	FORD	EXPLORER	145399L	UNL	68,674.00
	• 0103	1990	CHEVROLET	KODIAK	74-829L	DSL	69,322.00
	• 0104	1999	INTERNATIONAL	4900	39-931L	DSL	68,444.00
	• 0105	1997	FORD	F350	30-089L	DSL	109,233.00
	• 0106	2005	FORD	F150	125087L	UNL	97,637.00
	• 0107	1988	CHEVROLET	K2500	75-261L	UNL	140,713.00
	• 0108	1999	FORD	F450	39-934L	DSL	104,355.00
	• 0109	2007	CHEVROLET	COLORADO	135205L	UNL	52,752.00
	• 0110	2000	FORD	F550	47-728L	DSL	95,171.00
	• 0111	1997	FORD	F350	30-056L	DSL	115,549.00
	• 0112	1997	FORD	EXPLORER	32-281L	UNL	129,074.00
	• 0114	2005	KENWORTH	T300	122826L	DSL	19,047.00
	• 0115	2008	FORD	F150	145400L	UNL	94,068.00
	• 0116	1999	FORD	F250	39-945L	UNL	78,329.00
	• 0117	2005	FORD	EXPLORER	125086L	UNL	93,969.00
	• 0118	1997	FORD	F350	97-616L	DSL	106,375.00
	• 0119	2008	FORD	EXPLORER	145352L	UNL	24,612.00
	• 0121	1990	CHEVROLET	G30	56-520L	UNL	24,943.00
	• 0122	2002	KENWORTH	T300	104267L	DSL	59,392.00
	• 0123	2001	CUSHMAN	898488	1211L	UNL	53,394.00
	• 0124	1999	CUSHMAN	898486	1255L	UNL	17,190.00
	• 0125	2012	KENWORTH	T370	165073L		6,659.00
	• 0126	2002	CHEVROLET	S10	104234L	UNL	86,106.00
	• 0127	2005	FORD	F450	135223L	DSL	46,558.00
	• 0128	2008	FORD	F250	145428L	UNL	17,544.00
	• 0129	1991	CHEVROLET	KODIAK	161151L	DSL	66,392.00
	• 0130	1992	CHEVROLET	KODIAK	56-523L	DSL	35,199.00
	• 0131	1999	FORD	F150	43-977L	UNL	85,620.00
	• 0132	2007	FORD	F150	161196L	UNL	41,472.00
	• 0133	2003	FORD	E350	112341L	UNL	8,433.00
	• 0134	2007	CHEVROLET	K2500	135240L	UNL	76,577.00
	• 0135	2001	FORD	F450	49-277L	DSL	82,992.00
	• 0136	1991	FORD	L8000	56-478L	DSL	87,503.00
	• 0137	1998	FORD	EXPLORER	35-259L	UNL	174,296.00
	• 0138	1999	FORD	F150	39-946L	UNL	202,259.00
	• 0144	1996	GRAVLEY	ATM144			785.00
	• 0148	2006	CATERPILLAR	M318C		DSL	746.00
	• 0149	1986	ROANOKE HUSTLE	10000B		UNL	2,855.00
	• 0151	1988	JOHN DEERE	310C		DSL	3,778.00
	• 0152	2000	CASE	590		DSL	4,067.00
	• 0153	1989	SULLIVAN	B			766.00
	• 0154	1992	SULLIVAN	D185Q		DSL	938.00
	• 0155	1989	MASSEY FERGUSON	240		DSL	933.00
	• 0156	1986	LEROI	O185DPE		DSL	872.00
	• 0157	1986	STOW	VDR-650		UNL	0.00
	• 0159	2011	CATERPILLAR	320DLRR CF			125.00
	• 0160	1985	HOMEMADE	ARROW			0.00
	• 0162	2005	BOBCAT	435HAG		DSL	1,991.00
	• 0163	1990	SULLIVAN	D750		4	458.00
	• 0164	1994	CASE	580 SUPER K		DSL	3,985.00
	• 0165	1993	CASE	621B		DSL	3,284.00
	• 0166	1988	STONE	AVR-4000		UNL	506.00
	• 0168	1992	CASE	590 TURBO		DSL	4,981.00
	• 0169	2001	VAC-TRON	VT16			3,240.00
	• 0174	1994	TRAILER	TRAILER			1,418.00
	• 0181	2004	ONAN	125DGDK			150.00
	• 0182	1999	GENERATOR	GGHC-3381243			487.00
	• 0183	1999	GENERATOR	DGDB-3381296			369.00
	• 0184	1999	GENERATOR	DFCE-3382016			39.00

FleetDesc	Equipt #	Year	Make	Model	License	Fuel Type	Current Meter
	•0185	1999	GENERATOR	GGFC-3381111			422.00
	•0186	1999	GENERATOR	GGHC-3381172			398.00
	•0187	1999	GENERATOR	DGEA-3379851			469.00
	•0188	1999	GENERATOR	GGHC-3379853			343.00
	•0189	1999	GENERATOR	GGHC-3379850			383.00
	•0190	2012	FORD	ESCAPE	165092L		8,718.00
	•0191	1988	GENERATOR	88A015475			445.00
	•0192	1992	ONAN	70ENC			9,906.00
	•0193	1990	ONAN	70ENL37101			544.00
	•0194	2009	ONAN	GGHE-7508070			52.00
	•0195	1983	AMERICAN	MOBILE HOME			0.00
	•0196	2005	ONAN	DFBF-5586532			320.00
	•0197	2007	KATOLIGHT	D90FRJAT3			101.00
	•0198	2009	ONAN	60.0 GGHE			52.00
	•0199	2011	JEEP	COMPASS	165096L		19,238.00

PUBLIC WORKS

	•0201	2007	FORD	EXPLORER	135237L	UNL	60,527.00
	•0202	1999	FORD	EXPLORER	39-893L	UNL	148,908.00
	•0203	2000	FORD	EXPLORER	49-212L	UNL	94,998.00
	•0204	2008	CHEVROLET	1500	145427L	UNL	33,244.00
	•0205	2001	FORD	F350	49-289L	DSL	59,184.00
	•0206	2007	FORD	F250	135158L	UNL	74,876.00
	•0207	2005	FORD	F250	125054L	UNL	58,501.00
	•0208	2008	FORD	F250	135295L	UNL	35,455.00
	•0209	2012	CHEVROLET	C2500	165-088L		4,215.00
	•0210	2003	FORD	F150	115523L	UNL	88,109.00
	•0211	2003	FORD	F150	115522L	UNL	120,097.00
	•0212	2002	CHEVROLET	3500	104232L	UNL	56,634.00
	•0213	2002	CHEVROLET	MALIBU	104277L	UNL	109,918.00
	•0214	2005	FORD	F150	125066L	UNL	31,216.00
	•0215	1999	FORD	F250	39-856L	UNL	130,246.00
	•0216	2008	CHEVROLET	COLORADO	145381L	UNL	23,839.00
	•0217	1986	FORD	F350	75-234L	UNL	112,897.00
	•0219	2008	PACE AMERI	TRAILER	146814L		0.00
	•0222	1989	CHEVROLET	V3500	75-297L	UNL	119,983.00
	•0223	1998	GIANT VAC	9800			1,194.00
	•0224	1998	GIANT VAC	9800			925.00
	•0225	2002	ODB	LCT600		DSL	610.00
	•0226	1990	INTERNATIONAL	4900	75-302L	DSL	11,438.00
	•0227	1995	INTERNATIONAL	4700	165066L		256,017.00
	•0229	1999	INTERNATIONAL	4700	39-883L	DSL	50,394.00
	•0230	2008	INTERNATIONAL	4300	135296L	DSL	24,922.00
	•0231	1999	GMC	C7500	39-939L	DSL	67,572.00
	•0232	2002	GMC	TC7H042	104274L	DSL	44,432.00
	•0233	2001	GMC	C8500	49-265L	DSL	47,412.00
	•0234	2006	INTERNATIONAL	4300	128672L	DSL	19,227.00
	•0235	1995	GMC	TOPKICK	14-682L	DSL	84,941.00
	•0236	2005	GMC	C7500	125095L	DSL	16,712.00
	•0237	1994	FORD	F700	14-358L	DSL	12,323.00
	•0238	2004	GMC	C7500	122776L	DSL	40,689.00
	•0239	2003	INTERNATIONAL	7400	112321L	DSL	34,947.00
	•0240	1997	FORD	F800	97-699L	DSL	69,934.00
	•0241	1999	GMC	C7500	39-938L	DSL	61,095.00
	•0242	2012	INTERNATIONAL	4000	0		1,860.00
	•0243	2002	FREIGHTLINER	FL70	111676L	DSL	100,508.00
	•0244	2009	INTERNATIONAL	4300	146813L	DSL	11,409.00
	•0245	2001	INTERNATIONAL	4700	49-266L	DSL	35,710.00
	•0246	2007	INTERNATIONAL	4300SBA	135159L	DSL	19,068.00
	•0247	2008	INTERNATIONAL	7400	145380L	DSL	19,754.00
	•0248	2007	STERLING	SC8000	135204L	DSL	50,729.00
	•0249	2000	INTERNATIONAL	4700	47-730L	DSL	42,910.00
	•0250	1981	CHEVROLET	C70	75-155L	DSL	79,961.00
	•0251	1997	JOHN DEERE	5500		DSL	1,666.00
	•0252	2005	JOHN DEERE	1251078		DSL	2,544.00
	•0253	2005	JOHN DEERE	1251078		DSL	2,544.00
	•0254	1992	CASE	590 TURBO		DSL	6,740.00
	•0256	1998	GMC	GMC/TYMCO	39-864L	DSL	115,288.00
	•0257	1992	GIANT VAC	9800			1,292.00
	•0258	2000	WACKER	TRASPUMP			0.00

FleetDesc	Equip #	Year	Make	Model	License	Fuel Type	Current Meter
	• 0259	2001	JOHN DEERE	260		DSL	711.00
	• 0260	1995	LEROI	0185DJ-F			578.00
	• 0261	1990	SULLIVAN	DO18505		DSL	839.00
	• 0262	2002	JOHN DEERE	6310			1,031.00
	• 0263	1988	MODERN	UTILITY	75-266L	N/A	0.00
	• 0264	2000	CASE	590 SUPER L			3,515.00
	• 0265	2009	NILFISK ADVANCE	1900			327.00
	• 0266	1998	WOODCHUCK	WC17			4,052.00
	• 0267	1995	BETTER BUILT	TRAILER	23-308L		0.00
	• 0269	2002	STEINER	430MAX		UNL	1,728.00
	• 0270	1988	GIANT VAC	TM9800			1,468.00
	• 0271	1994	HUDSON	HD14	14-437L	N/A	0.00
	• 0272	2005	CATERPILLAR	924GZ		DSL	2,313.00
	• 0273	1992	ROSCO	COMPAC 460		DSL	1,194.00
	• 0274	1988	ONAN	NA2140			0.00
	• 0275	1993	COLEMAN	BCL-16-4A15		DSL	0.00
	• 0276	2000	MULTIQUIP	TRASHPUMP			0.00
	• 0277	1996	CASE	621B LOADER			3,875.00
	• 0278	1988	JOHN DEERE	650G		DSL	8,186.00
	• 0279	1996	JOHN DEERE	670B		DSL	2,365.00
	• 0280	1974	CATERPILLAR	12F		DSL	1,683.00
	• 0281	1999	CATERPILLAR	939C		DSL	2,231.00
	• 0282	1988	DRESSER	A-450E		DSL	4,824.00
	• 0283	2001	CASE	590 SUPER M			3,642.00
	• 0284	1997	MAULDIN	M		DSL	370.00
	• 0285	1989	HUDSON	HD12	75-279L	N/A	0.00
	• 0286	1990	CASE	602B #W602 D		DSL	1,537.00
	• 0287	1967	OMSTEEL			UNL	0.00
	• 0288	1989	CATERPILLAR	D6H		DSL	4,909.00
	• 0289	1989	BOMAG	0			1,826.00
	• 0291	1993	BETTER BUILT	TRAILER	14-445L	N/A	0.00
	• 0292	1984	GARDNER-DENVE	AT3100B			0.00
	• 0293	1985	GARDNER-DENVE	D800		DSL	4,991.00
	• 0294	1990	JOHN DEERE	690D-LC		DSL	5,322.00
	• 0295	2006	STONE	TR-34		DSL	196.00
	• 0296	2005	REINCO	TMJRH20			24.00
	• 0297	1991	AMIDA	O/4A			4,347.00
	• 0298	1996	MAULDIN	1720			406.00
	• 0299	1996	MORBARK	BEAVER	10M538		1,004.00
	• 0301	2008	CHEVROLET	COLORADO	145441L	UNL	33,721.00
	• 0302	2006	CHEVROLET	K1500	128684L	UNL	59,156.00
	• 0303	2011	INTERNATIONAL	0	163821L	DSL	10,605.00
	• 0304	2011	INTERNATIONAL	0	163822L	DSL	13,766.00
	• 0306	2006	FREIGHTLINER	M2	128678L	DSL	57,087.00
	• 0307	2009	INTERNATIONAL	7400	146803L	DSL	33,540.00
	• 0308	2009	INTERNATIONAL	7400	146802L	DSL	39,500.00
	• 0310	2009	INTERNATIONAL	7400	146804L	DSL	32,174.00
	• 0312	2005	FREIGHTLINER	M2	161-200L	DSL	67,172.00
	• 0315	2008	CHEVROLET	COLORADO	145440L	UNL	25,298.00
	• 0317	2008	GMC	W4 FORWARD	157911L	DSL	29,421.00
	• 0319	2008	GMC	W4 FORWARD	157910L	DSL	30,986.00
	• 0325	2005	GMC	WT5500	122816L	DSL	81,550.00
	• 0326	2008	GMC	W4 FORWARD	157909L	DSL	24,759.00
	• 0327	2006	BETTER BUILT	PROS-16TR	85846TL		0.00
	• 0350	1986	HESSTON	70-66		DSL	1,684.00
	• 0351	1984	CASE	580 SUPER E		DSL	5,984.00
	• 0352	2007	CATERPILLAR	924G			6,121.00
	• 0354	2001	TERMINATOR	5000		DSL	0.00
	• 0361	1986	CUB CADET	100/GMT			399.00
	• 0376	1994	BOBCAT	743-B		DSL	4,115.00
	• 0377	1999	BOBCAT	753			1,047.00
	• 0378	2003	CATERPILLAR	908			5,124.00
	• 0390	2000	FORD	F150	47-743L	UNL	77,274.00
	• 0391	2009	MACK	GUB13	145408L	DSL	53,974.00
	• 0392	2003	FORD	WINDSTAR	112336L	UNL	52,736.00
	• 0393	2001	INTERNATIONAL	SF2674	49-257L	DSL	87,922.00
	• 0398	1981	GENERATOR	1825516			0.00
	• 0701	2001	GMC	SONOMA	115519L	UNL	162,594.00
	• 0710	1999	FORD	F150	39-894L	UNL	180,254.00

FleetDesc	Equip #	Year	Make	Model	License	Fuel Type	Current Meter
	• 0720	2000	FORD	F550	49-247L	DSL	108,434.00
	• 0721	2000	FORD	F350	111680L	DSL	112,115.00
	• 0724	2002	INTERNATIONAL	4300	104269L	DSL	59,541.00
	• 0725	2008	FORD	F450	146818L	DSL	36,122.00
	• 0726	1992	GMC	5000	56-519L	DSL	37,161.00
	• 0727	1995	FORD	VAN	97-608L	UNL	124,900.00
	• 0730	2012	CHEVROLET	VAN	165-089L		3,077.00
	• 0751	1995	JERRY JAMES	16 FT 7000 LB	23-307L		0.00
	• 0752	1992	BETTER BUILT	TRAILER	56-547L	N/A	0.00
	• 0753	1995	GRACO	231133			0.00
	• 0754	1999	AMIDA	LITE ARROW		DSL	2,314.00
	• 0764	2004	TEREX	ODLSE25LA			10.00
	• 1103	2002	CHEVROLET	1500	104239L	UNL	33,879.00
	• 1104	2006	CLARK	ECG25-T			0.00
	• R268	1993	STEINER	420		UNL	3,963.00

PUBLIC TRANSPORTATION

	• 0001	2006	I C CORPORATION	RE SB	135271L	DSL	58,187.00
	• 0002	2006	I C CORPORATION	RE SB	135160L	DSL	63,022.00
	• 0003	2002	THOMAS	SAFE-T-LINER	104237L	DSL	73,765.00
	• 0004	2002	THOMAS	SAFE-T-LINER	104236L	DSL	131,410.00
	• 0005	2005	I C CORPORATION	RE SB	128641L	DSL	151,325.00
	• 0006	2012	I C CORPORATION	CE SB	165075L	DSL	9,277.00
	• 0007	2012	I C CORPORATION	CE SB	165077L	DSL	8,747.00
	• 0008	2012	I C CORPORATION	CE SB	165076L	DSL	8,687.00
	• 0009	2009	I C CORPORATION	CE SB	145438L	DSL	32,141.00
	• 0010	2008	I C CORPORATION	CE SB	135273L	DSL	52,632.00
	• 0011	2008	I C CORPORATION	CE SB	135272L	DSL	49,174.00
	• 0012	2006	I C CORPORATION	RE SB	135161L	DSL	55,797.00
	• 0013	2005	I C CORPORATION	CE SB	125068L	DSL	86,769.00
	• 0014	2005	I C CORPORATION	RE SB	128632L	DSL	69,430.00
	• 0015	2006	I C CORPORATION	RE SB	135162L	DSL	78,778.00
	• 0016	2002	INTERNATIONAL	IC3S530	104300L	DSL	121,040.00
	• 0017	2002	INTERNATIONAL	RE SB	111672L	DSL	84,077.00
	• 0019	2000	BLUEBIRD	A3RE	47-708L	DSL	120,529.00
	• 0020	2005	I C CORPORATION	CE SB	125067L	DSL	87,917.00
	• 0022	2002	INTERNATIONAL	IC3S530	104228L	DSL	82,133.00
	• 0023	2006	I C CORPORATION	RE SB	125094L	DSL	59,275.00
	• 0024	2001	BLUEBIRD	A3RE	49-229L	DSL	123,536.00
	• 0025	2000	BLUEBIRD	A3RE	47-706L	DSL	184,213.00
	• 0026	2002	INTERNATIONAL	IC3S530	104229L	DSL	116,991.00
	• 0027	2000	BLUEBIRD	A3RE	47-707L	DSL	107,844.00
	• 0028	2001	INTERNATIONAL	IC3S530	49-256L	DSL	71,974.00
	• 0029	2001	BLUEBIRD	A3RE	49-230L	DSL	101,601.00
	• 0030	2002	INTERNATIONAL	IC3S530	111691L	DSL	108,885.00
	• 0031	2005	I C CORPORATION	CE SB	128647L	DSL	71,254.00
	• 0032	2004	I C CORPORATION	CE SB	122756L	DSL	98,770.00
	• 0033	2008	I C CORPORATION	CE SB	135274L	DSL	42,146.00
	• 0034	2009	I C CORPORATION	CE SB	145443L	DSL	39,066.00
	• 0035	2004	I C CORPORATION	RE SB	119437L	DSL	95,076.00
	• 0036	2003	INTERNATIONAL	IC3S530	112308L	DSL	105,220.00
	• 0037	2004	I C CORPORATION	RE SB	119438L	DSL	95,559.00
	• 0038	2004	I C CORPORATION	RE SB	122763L	DSL	113,078.00
	• 0039	2005	I C CORPORATION	RE SB	125093L	DSL	67,479.00
	• 0040	2004	I C CORPORATION	RE SB	122764L	DSL	102,760.00
	• 0041	2009	I C CORPORATION	CE SB	145437L	DSL	39,433.00
	• 0042	2009	I C CORPORATION	CE SB	145444L	DSL	40,610.00
	• 0043	2009	I C CORPORATION	CE SB	145442L	DSL	54,980.00
	• 0044	2011	I C CORPORATION	CE SB	161153L	DSL	26,012.00
	• 0045	2011	I C CORPORATION	CE SB	161190L	DSL	25,076.00
	• 0084	2008	I C CORPORATION	RE SB	135219L	DSL	66,178.00
	• 0085	2001	BLUEBIRD	A3RE	49-228L	DSL	136,227.00
	• 0086	1996	CHEVROLET	LUMINA	135307L	UNL	94,917.00
	• 0087	1999	INTERNATIONAL	3800 BUS	47-738L	DSL	70,726.00
	• 0088	2002	THOMAS	SAFE-T-LINER	104235L	DSL	97,959.00
	• 0089	2010	CHEVROLET	IMPALA LT	165070L		40,398.00
	• 0090	2003	FORD	VICTORIA	112307L	UNL	120,709.00
	• 0091	1996	OLDSMOBILE	CIERRA	97-684L	UNL	58,720.00
	• 0092	1994	CHEVROLET	2500	23-269L	UNL	145,676.00
	• 0093	2003	CHEVROLET	IMPALA	165072L	UNL	90,167.00

FleetDesc	Equip #	Year	Make	Model	License	Fuel Type	Current Meter
	• 0094	1981	CHECKER	A 11	75-162L	UNL	38,465.00
	• 0095	2004	DODGE	STRATUS	163827L	UNL	103,264.00
	• 0096	2004	FORD	RANGER	122762L	UNL	99,893.00
	• 0097	2003	FORD	EXPLORER	115527L	UNL	42,989.00
	• 0099	2004	CHRYSLER	SEBRING	165054L	UNL	100,542.00
	• 0601	2001	FORD	F350	49-295L	DSL	142,192.00
	• 0603	1972	FORD	4000		DSL	1,745.00
	• 0604	1994	GMC	1500	14-391L	UNL	107,296.00
	• 2001	2008	GILLIG	G27B102N4	145430L	DSL	106,666.00
	• 2002	2008	GILLIG	G27B102N4	145432L	DSL	130,744.00
	• 2003	2008	GILLIG	G27B102N4	145431L	DSL	115,136.00
	• 2004	2008	GILLIG	G27B102N4	145429L	DSL	126,357.00
	• 2005	2008	GILLIG	G27B102N4	145434L	DSL	114,619.00
	• 2006	2008	GILLIG	G27B102N4	145435L	DSL	78,812.00
	• 2007	2009	GILLIG	G27B102N4	146836L	DSL	64,975.00
	• 2008	2009	GILLIG	G27B102N4	146829L	DSL	72,850.00
	• 2009	2009	GILLIG	G27B102N4	146835L	DSL	75,131.00
	• 2010	2009	GILLIG	G27B102N4	146834L	DSL	66,062.00
	• 2011	2009	GILLIG	G27B102N4	146833L	DSL	66,950.00
	• 2012	2009	GILLIG	G27B102N4	146832L	DSL	48,674.00
	• 2013	2009	GILLIG	G27B102N4	146831L	DSL	49,740.00
	• 2014	2009	GILLIG	G27B102N4	146830L	DSL	59,538.00
	• 2015	2011	GILLIG	G27B102N4	163841L	DSL	38,337.00
	• 2016	2011	GILLIG	G27B102N4	163840L	DSL	42,542.00
	• 2017	2011	GILLIG	G27B102N4	163842L	DSL	43,362.00
	• 2018	2011	GILLIG	G27B102N4	163843L	DSL	40,363.00
	• 2019	2011	GILLIG	G27B102N4	163839L	DSL	42,794.00
	• 2020	2011	GILLIG	G27B102N4	163838L	DSL	49,295.00
	• 2021	2011	GILLIG	G27B102N4	163844L	DSL	38,310.00
	• 2041	2004	GILLIG	G29B102N4	125764L	DSL	197,713.00
	• 2042	2004	GILLIG	G29B102N4	125765L	DSL	186,320.00
	• 2043	2002	THOMAS	TL960	104279L	DSL	175,536.00
	• 2044	2004	GILLIG	G29B102N4	125766L	DSL	219,682.00
	• 2046	2004	GILLIG	G29B102N4	125767L	DSL	243,169.00
	• 2047	2007	GILLIG	C29B096N4	135241L	DSL	53,526.00
	• 2049	2004	GILLIG	G29B102N4	122844L	DSL	170,791.00
	• 2059	2004	GILLIG	G29B102N4	122843L	DSL	241,160.00
	• 2060	2002	THOMAS	TL960	104275L	DSL	168,640.00
	• 2061	2001	THOMAS	TL960	49-237L	DSL	178,496.00
	• 2062	2002	THOMAS	TL960	104280L	DSL	179,518.00
	• 2063	2003	GILLIG	G29B102N4	115543L	DSL	189,296.00
	• 2064	2003	GILLIG	G29B102N4	115544L	DSL	154,758.00
	• 2070	2006	FORD	E450	128682L	DSL	59,379.00
	• 2071	2006	FORD	E450	128681L	DSL	86,800.00
	• 2072	2008	FORD	E450	145390L	UNL	79,390.00
	• 2073	2008	FORD	E450	145389L	UNL	80,975.00
	• 2074	2002	FORD	E450	163830L	DSL	108,294.00
	• 2075	2008	FORD	E350	145409L	UNL	71,168.00
	• 2076	2008	FORD	E350	163831L	UNL	65,082.00
	• 2077	2010	FORD	E450	161157L	UNL	43,820.00
TOURISM							
	• 1006	2006	NISSAN	QUEST	145446L	UNL	59,951.00



**ATTACHMENT I:
CITY OF HARRISONBURG, VA
STANDARD CONTRACT RFP**

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the "Contractor" and City of Harrisonburg, VA, called the "Owner".

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

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

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

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

dated: _____

If applicable, any Official City Addenda(s):

#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: _____

Return signed form with proposal.