



DEPARTMENT OF FINANCE AND PURCHASING

2111 Beery Road
Harrisonburg, VA 22801

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. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

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

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

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

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 2111 Beery Road, 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).

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms. The City of Harrisonburg Central Garage shall be Central Garage.

Acceptance or Accepted: Written documentation of Central Garage's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by Central Garage during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by Central Garage to Contractor, which reflects internal Central Garage procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Bidder/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Buyer: Individual designated by Central Garage to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by Central Garage, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between Central Garage and the Contractor for completion of the Work under the Contract.

Contract Administrator: The individual designated by Central Garage to administer the Contract and be the Contractor's primary point of contact. The Contract administrator will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with Central Garage for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to Central Garage.

DOT: Department of Transportation.

Final Acceptance: The point when Central Garage acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by Central Garage to manage the project on a daily basis and who may represent Central Garage for Contract administration. This Contract may be part of a larger Central Garage project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

RFP or Solicitation: Request for proposals. Also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract contained within the Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or Central Garage, as applicable, and means that the Contractor or Central Garage, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Contract Administrator in accordance with the Scope of Work/Specifications.

VDMBE: Virginia Department of Minority Business Enterprise

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

Central Garage provides maintenance for city equipment and vehicles. The department also provides vehicle wash and houses the parts room. The City of Harrisonburg uses an internal service fund to account for the operations of Central Garage.

A table representing the current fleet is shown below:

Department	2012
Parks & Rec.	58
City Schools	26
Sanitation	30
Public Works	121
Public Utilities	93
Public Transportation	107
Housing Authority	12
Community Develop	16
Public Safety Fire	44
Municipal, tourism	8
Public Safety Police	78
Public Safety EOC	9
Total	602

1-2 Purpose

Central Garage is seeking proposals from firms qualified to provide a turnkey parts operation. This Vendor Managed Inventory (VMI) program will involve a public-private partnership in the procurement of goods, services, commodities, and equipment for its fleet maintenance repair department. In general, the contractor will provide repair parts, supplies, and equipment for Central Garage and other city departments.

The term of any resultant contract will be for three (3) years with two (2) one year options to renew.

1-3 Proposal Submission

Each Proposal submitted to The City of Harrisonburg will have the following information clearly marked on the face of the envelope:

- Proposer's name and return address;
- Solicitation number – **2012CG -1**
- Solicitation Due Date & Time – **April 23, 2012 – 11am est**
- Title of the Solicitation - "**Proposal for Vendor Managed Inventory Program**"

Each Proposal shall be submitted to:

Pat Hilliard, Purchasing Agent
Department of Finance and Purchasing
2111 Beery Road
Harrisonburg, VA 22801
Phone: (540) 432-7794

Fax: (540) 432-1640

Email: pat.hilliard@harrisonburgva.gov

The proposer will submit one (1) original proposal with the originals of all the required certifications and affidavits along with four (4) hard copies of the proposal, required certificates and affidavits. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top.

The responsibility for submitting a response to the RFP at the office of the Purchasing Agent on or before the stated time and date will be solely and strictly the responsibility of the submitting company and the Harrisonburg Purchasing Office will not be responsible for delays caused by mail or courier service or for any other reason. Facsimiles and emails will not be accepted. Late proposals will not be accepted.

1-4 Postponement or Cancellation of Request for Proposals

Central Garage reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to Central Garage.

1-6 Addenda

Receipt and review of Addenda by each proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each proposal. Addenda will be posted on the City's Purchasing web page at www.harrisonburgva.gov/bids.

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available	March 20, 2012
Deadline for requests for RFP clarifications which will be posted as addendums	April 16, 2012
Proposals due by 11:00 a.m. local time	April 23, 2012
Evaluation of proposals by selection committee and possible interviews	April 23 – 30, 2012
Contract negotiations	April 30 – May 8, 2012
Contract signing/Notice to Proceed/Notice of Award	May 8, 2012
Commencement of Project	July 1, 2012

1-8 Pre-proposal Conference

There will be no pre-proposal conference. If requested, a site visit may be arranged.

1-9 Inquiries

The proposer is required to show on all correspondence with Central Garage the following: "Proposal for Vendor Managed Inventory Program." Any communication with Central Garage should be written and directed to: Reggie Smith, Director of Public Transportation, 475 East Washington Street, Harrisonburg, VA 22802. reggies@hdpt.com using Attachment D Request for Clairification. Email to correspondence will not be accepted by any other party. Contact with any other person may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of five (5) calendar days before date set to receive proposals) for a reply to reach proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by Central Garage before the award of the Contract will not be binding upon Central Garage.

1-11 Insurance Requirements

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.

- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage. All wording limiting the insurer responsibility to notify the City of Harrisonburg of any cancellation or non renewal of the coverage must be removed. The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an Additional Insured.

Hold Harmless and Indemnity

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgements based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

1-12 Examination of RFP and Contract Documents

Proposers are expected to examine the scope of services required, specifications, schedules, all instructions. Failure to do so will be at the proposer's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The goods and services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the provision of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the requirements and understand them.

The submission of a proposal shall constitute an acknowledgment upon which Central Garage may rely that the Proposer has thoroughly examined and is familiar with the solicitation, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

1-13 Cost of Proposals

Central Garage is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

1-14 Independent Contractor

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

1-15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received after the exact time specified for proposal receipt will not be considered.

1-16 Errors and Administrative Corrections

Central Garage will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers. Central Garage reserves the right to request an extension of the proposal period from a Proposer or Proposers.

Central Garage reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

1-17 Compliance with RFP Terms and Attachments

Central Garage intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to a RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

Central Garage may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if Central Garage determines that a Contract in the best interest of Central Garage may be achieved. The Notice of Exception will be used as part of Central Garage's evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the contract will not be considered after conclusion of the review process.

1-18 Proposal Requirements

Proposals shall fully explain their ability to fulfill all requirements described in CENTRAL GARAGE's Statement of Work. They must contain the following items and follow the exact sequence outlined below:

A. Cover Letter, providing the following information:

1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each firm.
2. Working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

B. RFP Cover Page and Attachments A-N

Price Proposal (Attachment B) – Proposers must clearly state their price proposal for the total project.

1. Staff Cost – define in detail the proposed methodology to be used to determine personnel costs (including benefits) for the parts facility. Staffing is identified in Section 3-2.2.a on page 16. You may also recommend another staffing plan based on your experience and the scope of services to be provided. Include a breakdown of each staffing plan (including job titles, hourly rates, number of hours, etc.) for weekdays and weekends to arrive at your total estimated annual staff cost. Proposers must also provide an hourly labor rate for each of the job classifications included in their proposal. Employee benefit costs shall also be included.
2. Parts and Supply Cost – define in detail your proposed methodology to be used in determining prices to charge Central Garage for parts. If your proposal references discounts from manufacturer price lists, include a copy of each list proposed. If your proposal is based on another method of pricing clearly state and provide details on your proposed pricing plan. Identify existing relationships, sources of supply and price list(s) sufficient to satisfy the estimated parts requirements for Central Garage’s vehicle fleet.
3. Other Charges – in addition to the costs included in 1 and 2 above, provide details on all other direct or overhead charges for services or products identified in this RFP or any additional services or products you wish to propose. All costs associated with the parts management function shall be included in your price proposal.

C. Notice of Exception (if applicable)

D. Qualifications and Capabilities of the Firm(s)

1. Names, titles, and resumes of key personnel proposed for the duration of the contract, the individual’s years of experience in parts sourcing and management and area of expertise that would benefit Central Garage on this project. The mixture of equipment and vehicles is comprised of automobiles, vans, refuse collection vehicles, fire apparatus, street sweepers, school buses, transit buses and other equipment used in the performance of daily tasks. Provide an organizational chart and indicate who would be responsible for the day to day administration of the contract. Include your designation of a primary contact person. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.
2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization, number and location of branch and home offices, location of office to service this account, number of employees, and a general description of the Proposer’s financial condition, as well as the name, address, and telephone number of the Proposer’s financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer’s ability to perform the work.
3. Provide a brief history of your firm’s experience in providing parts management services or similar types of services. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required work by reason of its strength and stability. Proposers must provide a statement of why they are most qualified to handle Central Garage’s project, describing why its products and services are suited for transit operations.
4. Identify subcontractors, if any, by company name, address, contact person, telephone number, and project function. Provide the same information for each subcontractor as requested above.

E. Related Experience and References

1. This section of the Proposal should establish the ability of the Proposer to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of other contracts; record of satisfactory performance in similar projects; and supportive customer references. Provide examples of similar contracts that Proposer has been

awarded (indicating current status of each) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.

2. For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.

F. Technical Proposal (to include)

1. Proposers must demonstrate their understanding of the project, describe their project approach, and explain how they will meet Central Garage's needs. The merit of the proposed products and services will be judged largely on the basis of your narrative description of your work plan. It is important that the proposal contain all information required for an effective review process. The proposal must include detailed information on how the contractor proposes to staff this project. This includes an outline of specific staff responsibilities under this contract.
2. A response to each line item in the Statement of Work (Sections 3-2 to 3-4). Proposers will identify the response to each line item in the order the line item appears in the solicitation. The proposer will identify how the line item requirements will be met. This response will incorporate all approved equals and addenda to the RFP. Each response should be clearly defined and will include, but not be limited to, a detailed statement of how the Proposer intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
3. To the extent that there are any disclaimers or caveats pertaining to the provision of equipment or services as described in Central Garage's statement of work, they must be listed. Except as clearly stated in this section, it shall be assumed that Central Garage's requirements shall supersede any and all such suggestions that may be described and/or included in the proposal.
4. Proposed project start-up schedule in days, phases, and/or steps. Identify the total length of time required to begin the contract.

G. The Proposer's Disadvantaged Business Enterprise (DBE) Program

Central Garage treats offerors' compliance with requirements for DBE programs as a matter of responsiveness. This contract requires offerors to submit the following information with their proposals:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of commitment to use DBE subcontractors whose participation it submits to meet a contract goal (Attachment J);
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment (Attachment L);
6. Evidence that proposed DBE is certified through the Virginia Department of Minority Business Enterprise (Attachment M); and

1-19 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (Attachment G). Failure to submit the signed affidavit at the time proposals are due shall be grounds for disqualification of the proposer's offer.

If Central Garage determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. Central Garage's determination shall be final.

1-20 Pricing, Taxes and Effective Date

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of Central Garage. Any items omitted, which are clearly necessary for the provision of service, will be considered a portion of such specifications, although not directly specified.

Price proposals shall include all applicable freight charges, FOB to the designated delivery points.

Central Garage is exempt from payment of Federal, Excise and Transportation Tax, and Virginia Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the proposal is opened.

1-21 Rejection of Proposals

Central Garage reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

1-22 Exclusionary or Discriminatory Specifications

Contractor agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the Federal Transit Administration to support a procurement that uses an exclusionary or discriminatory specification. Contractor further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1-23 Protest Procedures

Any protest or objection to the Conditions and Specifications will be submitted for resolution to Reggie Smith, Director of Public Transportation. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by the Director if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to the Director of Public Transportation no later than seven (7) calendar days prior to the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to the Purchasing Agent for the City of Harrisonburg within five (5) business days after notification of Contract award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the City Manager, Assistant City Manager, Director of Public Transportation, and the Legal Counsel for the City of Harrisonburg. No further appeals will be considered. The proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.

A. Bid Bond

Any proposer wishing to protest the awarding of a contract by the City of Harrisonburg to the apparent most responsive and responsible proposer will be required to furnish, at its own

expense, a bid bond in the amount of one-half of one percent (.5%) of the total offer before the City of Harrisonburg will consider the protest. This bid bond will serve as a guarantee by the proposer of the validity and accuracy of the protest. Failure to provide this bond may result in the City of Harrisonburg denying the proposer's protest. If the Protest Review Board denies the proposer's protest, the bond will be used by the City of Harrisonburg to recover the costs and damages incurred because of the protest and the resulting delay in the provision of services. A certified check made payable to the City of Harrisonburg may be submitted instead of a bid bond.

B. Review Process

Except as otherwise provided in this Contract, any Protest concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by a Protest Board comprised of the City Manager, Assistant City Manager, Director of Public Transportation, and Legal Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a Protest hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

1-24 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, Central Garage may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in Central Garage's best interests. Proposal alternatives must be clearly identified.

1-25 Disadvantaged Business Enterprise (DBE) Participation

The City of Harrisonburg Central Garage has not established a separate DBE goal for this procurement. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capability and qualifications.

For proposers to receive credit for the use of a DBE, the proposed DBE must be certified with the Virginia Department of Minority Business Enterprise (VDMBE) prior to the submission of the proposal. It is the policy that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. The contractor or subcontractor 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 DOT assisted contracts. 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 recipient deems appropriate.

49 CFR Part 26 requires the City of Harrisonburg to collect certain data about firms attempting to participate in Federal Transit Administration (FTA) contracts. This data must be provided on the enclosed Firm Data Sheet (Attachment J) Funding for this contract will utilize FTA funds.

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD

2-1 General

Any contract resulting from this solicitation will be between Central Garage and the Contractor responsible for providing the goods and/or performing the services described herein. Central Garage is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Statement of Work have not been written with this intent.

Central Garage shall employ the competitive negotiation purchase method in making the award for this procurement. Technical information and price information will be evaluated concurrently.

Offerors will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. Central Garage expects all offerors to fully cooperate with its evaluation process.

2-2 Eligibility for Award

In order to be eligible for award, proposers must be responsive and responsible.

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible proposers are those prospective Contractors who, at a minimum, must:
 1. have adequate financial resources, as required during performance of the Contract.
 2. are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 3. have a satisfactory record of past performance.
 4. have necessary technical capability to perform.
 5. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 6. are qualified as a regular provider of the services being offered.
 7. allow Central Garage or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy- America certification in accordance with 49 CFR 663.
 8. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals for selection on the basis of those most qualified to meet the requirements of this RFP. Each criterion will be rated using the scoring method as follows:

- Exceeds Expectations: Exceeds evaluation standards in a beneficial way to the City. Proposal has significant strengths and no weaknesses and is comprehensive and complete in all details.
- Meets Expectations: Meets evaluation standards, weaknesses are correctable.
- Below Expectations: Fails to meet evaluation standard and lacks essential information to support a

proposal. Demonstrated lack of understanding or omissions of materials or forms requested.

2-4 Evaluation Criteria

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not be limited the items referred to above and those set forth below:

- A. Responsiveness and compliance with the RFP requirements and conditions
- B. Organizational Background, Qualifications and Capabilities
- C. Related Experience and References
- D. Technical Proposal and capacity to provide the services and items required
- E. Price - reasonableness and competitiveness
- F. Disadvantaged Business Enterprise and/or Small Business Participation

2-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

2-6 Negotiations

Central Garage may undertake concurrent negotiations with proposers determined to be within a competitive range. Central Garage does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by Central Garage if, in the sole opinion of Central Garage, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all proposers whose proposals are within the competitive range may be conducted by Central Garage. Negotiations may be entered with one or more proposers to finalize contract terms and conditions. In the event negotiations are not successful, Central Garage may initiate negotiations with the next ranking proposer or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to City Council as the successful proposer for award.

2-7 Cost or Price Analysis

Central Garage reserves the right to conduct a cost or price analysis for any purchase. Central Garage may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on proposal prices. Central Garage may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow Central Garage to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and Central Garage reserves the right to negotiate with the single

proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, Central Garage reserves the right to reject the single proposal. Contract change orders or modifications will be subject to a cost analysis.

If only one proposal is received in response to the RFP, a detailed cost proposal and analysis of three (3) contracts, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

2-8 Contract Award

Contract award, if any, will be made by Central Garage to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to Central Garage with respect to operational plan, quality, and other factors as evaluated by Central Garage. Central Garage shall have no obligations until a Contract is signed between the Proposer and Central Garage. Contract will be for a three (3) year term, beginning July 1, 2012 to July 1, 2015. Options to renew for two (2) one (1) year extensions will be allowed. For any price increase requests the City will require written justification and documentation to verify such increases.

2-9 Execution of Contract and Notice to Proceed

The Proposer to whom Central Garage intends to award the Contract shall sign the Contract and return it to the Director of Public Transportation. Upon authorization by Harrisonburg City Manager the Contract will be countersigned. Upon receipt by Central Garage of any required documentation and submittals by the Proposer, a Notice to Proceed or Purchase Order may be issued, if appropriate.

2-10 Public Disclosure of Proposals

Central Garage is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to Central Garage will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked "Proprietary" in order to indicate your claims to an exemption provided in the Virginia FOIA. It is the City of Harrisonburg's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of the City of Harrisonburg.

2-11 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – Contractor, by submitting a proposal to Central Garage to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Central Garage and take action immediately to eliminate the conflict or to withdraw from this Contract, as Central Garage may require.
- B. Contingent Fees and Gratuities – Contractor, by submitting a proposal to Central Garage to perform or provide work, services, or materials, has thereby covenanted:

No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of Central Garage or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SECTION 3 – STATEMENT OF WORK

3-1 Project Overview

Central Garage operates one maintenance repair facility. The facility is located at 475 E. Washington Street, Harrisonburg, Virginia 22802. The contractor shall be responsible for the acquisition, inventorying, distribution, record keeping, and management thereof of the repair parts, supplies, commodities, and equipment needed to sustain the equipment and vehicle fleet.

The contractor shall be responsible for ensuring an adequate supply of materials based on quantities identified. The vendor selected will also be responsible for replenishing and ensuring availability of all items included in this program. The program requires the contractor to physically replenish materials based upon established minimum and maximum levels.

3-2 Program Requirements

1. General - the contractor shall provide management, staff, parts, and supplies needed to operate an efficient and effective on-site repair parts operation that will be open for business during the hours of operation of Central Garage. Currently Central Garage's Maintenance Facilities operate eleven hours per day, five (5) days per week. Nights, weekends and holidays observed have on call coverage.

Central Garage will assist to the best of its ability to ensure the transition of authority occurs in an orderly and professional manner. There will be a minimum of 60 calendar days dedicated to the transition prior to commencement of service.

2. Staffing - proposers must present pricing in the following formats:

- a. Price for operations and staffing for the following weekly schedule:
 - Five (5) days / Eleven (11) hours per day
- b. Price for operations and staffing at a per person per hour rate (identify by position)
- c. Arrangements for modified staffing hours will be made for the following holidays:
 - New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day – Central Garage will be on call
 - Lee-Jackson Day, Martin Luther King Day, President's Day, Veteran's Day, Labor Day, Day after Thanksgiving, Christmas Eve – Central Garage may work a normal schedule
 - Note: An annual City of Harrisonburg Holiday Schedule will be provided to contractor with the Central Garage schedule

3. Facility –Central Garage will provide adequate and secure space for the contractor in the maintenance facility. All utilities including telephone are included. Central Garage will allow access to internet, fax and copiers on an as-needed basis at no charge. The contractor must

control access to the stockroom except in the case of emergency, during which Central Garage reserves the right to enter the premises after notifying the contractor's emergency contact. The contractor shall exercise total control and responsibility of the stockroom, however Central Garage will maintain storage areas within the stockroom for non-contractor supplied items.

No one may enter the stockroom without permission of the contractor's management personnel. Central Garage's facility maintenance personnel will retain access to the area for maintenance requirements on the building or systems or for emergency repairs. Keys will be issued by the contractor to the Director of Public Transportation or his designee for facility access.

The repair parts, supplies, and equipment facility shall be operated by the contractor's employees. The staffing level shall be sufficient to operate in a manner that meets the requirements of the statement of work. If the contractor proposes to directly off-load personnel expenses to Central Garage, any changes in personnel after the start of the operation must be approved in writing and in advance by the Director of Public Transportation, or designee.

Any required changes in the physical layout of the parts room area must be stated in your proposal. Any capital improvements a proposer believes are necessary may be negotiated.

Central Garage will provide use of its existing furniture, and equipment currently used for handling inventory. The contractor shall provide any other specialized equipment or furniture needed. This may include computer hardware and software, additional furniture, and shop equipment.

4. Parts - original equipment, quality parts, supplies and equipment, or the equivalent, or better, are required. Any substitution of OEM parts must be approved by Central Garage. Central Garage reserves the right to inspect the quality, materials, supplies and equipment and to reject items deemed inferior (i.e. not meeting OEM standards or better). The judgment of whether or not an item is inferior rests solely with Central Garage.

All parts must be new (use of remanufactured parts must be approved by the Director of Public Transportation or designee) and include full manufacturers' warranties and guarantees. The contractor must guarantee that all items purchased for repair and maintenance work will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement of defective or inferior items must be guaranteed.

Central Garage reserves the right to purchase parts or other supplies that the contractor is unable to supply within the time frames specified in this RFP. The contractor shall be responsible for any cost to CENTRAL GARAGE above the stated contract rate for purchases needed when the contractor cannot supply the requested part or cannot supply the requested part within such time frames specified in this RFP.

5. Information Systems - the contractor may use Central Garage's computer system and network or shall provide and use modern up-to-date computer hardware and software to control and report on all facets of their operations.
 - a. The hardware shall have sufficient microprocessors, motherboards, modems, routers, memory storage, and viewing and printing capabilities to handle any required software.
 - b. The contractor's software will be capable of integrating with Central Garage's fleet maintenance management software program and the contractor will be responsible to establish the integration.
 - i. Integration with *Flagship Fleet Maintenance* software shall be completed within six months of the start of the contract.
 - ii. During the first six months of the start of the contract, contractor shall provide transaction data to Central Garage.
 - c. The software must be capable of, but not limited to, maintaining data on and providing on-demand reports for the following areas:
 - i. real time inventory of parts
 - ii. status reports for items on hand and ordered
 - iii. detailed parts and supply cost and usage for each vehicle
 - iv.

- cost breakdowns
 - v. billing information
 - vi. warranty information
 - vii. historical parts usage and cost data on fleet buses and vehicles, specific to each bus or vehicle.
 - d. The system must be able to produce comprehensive standard reports and have ad hoc reporting capability. At any given time, parts usage and history reports must be available to Central Garage's Supervisor, the Director of Public Transportation, or designee and Harrisonburg's Director of Finance, or designee.
 - e. Contractor must provide a sample listing of standard reports.
6. Commodities - Central Garage's Supervisor, or designee, will work with the contractor to determine the parts, supplies, commodities, and equipment to stock in inventory. This determination will be based on usage history, fleet composition, parts ordering cycle time, or any combination of these factors. Central Garage's Supervisor or designee from time to time may develop a "kit" for specific procedures that the contractor will compile, inventory, and distribute as such.
 7. Parts Availability - the contractor shall have access or control over sufficient inventory to furnish 85% of Central Garage's overall parts requirements on-demand and 95% of the overall parts requirements by the start of regular business hours the next day. The on-demand rate will increase to 90% at the start of contract year two. Contractor shall consult with Central Garage staff to develop more specific on-time parts requirements by specific parts types, bus manufacturers, identifiable uses, and related inventory levels within the first year of the contract.
 8. Stock Adjustments - the contractor shall evaluate the usage history of Central Garage's inventory on a minimum of a monthly basis to identify items that should be added or removed from stock, and to determine the "minimum/maximum" stocking levels of inventory parts. Prompt response time is essential in order to achieve and maintain a high level of fleet productivity. Contractor must adhere to the stated timeframes. The contractor shall establish delivery dates for parts past due and be measured against meeting these timelines as well. This also applies to new requests to stock parts. The contractor must develop appropriate tracking mechanisms and request forms to demonstrate compliance.
 9. Existing Inventory - Central Garage reserves the option to negotiate with the contractor for the sale of existing inventory, based on Central Garage's purchase price. The inventory value as of March 16, 2012 was \$360,000. A comprehensive physical inventory of parts will be scheduled following award of a contract and prior to the commencement of service. This inventory will document the current inventory levels as of that date and be used in the negotiation process for determining inventory sale price. Contractor shall propose a transition plan to return inventory to Central Garage at the end of the agreement or if either party terminates the agreement.
 10. Bar Code System - the contractor may use a bar coding or other automated system to identify part numbers by manufacturer and track all items. The bar coding or other system, if employed, will be readable by the parts computer system and be integrated with Central Garage's Flagship Fleet Maintenance software program.
 11. Issuing Parts - the contractor shall not issue parts, and/or supplies, and/or commodities, and/or equipment without a proper order requisition. The contractor will issue electronic receipts which will integrate with Central Garage's Flagship Fleet Maintenance software that contain specific tracking information, such as: part number, work order number, vehicle or equipment number, receiving employee, parts quantity, alpha description, price breakdown and any other data deemed necessary for cost accounting, and inventory control purposes. The contractor must notify requesting technicians that the repair parts are available for pick-up at the parts window.
 12. Invoicing
 - a. All parts will be the property of the contractor until issued for use. There will be no charges to Central Garage's while the parts are still in inventory. Charges for parts will occur when the part is received by a technician for a repair or service.

- b. Other city departments can obtain any parts and related items needed to perform their operations from Central Garage.
 - c. Central Garage will not pay core charges, including but not limited to any deposits owed on acquired parts.
 - d. Billing for applicable charges will be once a month and consolidated on a single invoice with the appropriate detailed back-up. The back-up shall include but not be limited to: report of all activity for the calendar month ending, invoice copies of actual parts purchased, cost of such parts, date/time of purchases, and cost of transportation and special shipping for special order requests on direct charge and/or non stock items as specified in the resulting contract.
 - e. Central Garage will not pay freight charges on stock parts or parts available in Harrisonburg or adjacent areas, nor will stock premium prices be paid if the contractor is not adhering to the proposed reorder plan. Central Garage's encourages offers for prompt payment discounts.
13. MSDS - contractor shall supply all Material Safety Data Sheets (MSDS) for all applicable products purchased. These sheets shall be current and readily available for use by Central Garage employees.
 14. Warranty Records - the contractor shall maintain warranty records of parts sold to Central Garage and issue any credits due for parts and any labor utilized. Contractor shall provide a distinct area to stage and store parts, materials, and equipment subject to warranty claims and maintain a tracking system to ensure the timely replacement or reimbursement of those items during the processing of warranty claims.
 15. Cost Savings - Central Garage is interested in obtaining repair parts, supplies, commodities, and equipment at the lowest possible price for the highest value. Towards this goal Central Garage is willing to offer a *Parts Savings Incentive Program*. In order to administer this program Central Garage proposes the use of a "bucket of parts", contents to be approved by Central Garage's Supervisor or designee, to review and document on a semi-annual basis the savings generated by the contractor. Parts and or equipment must be equivalent in design and function to OEM parts or equipment. The contractor must submit documentation or proof of that equivalency. Proposers may submit an alternate method of measurement for the *Parts Savings Incentive Program* as part of their proposal submission. Central Garage reserves the right to negotiate the terms of the parts savings incentive program with the successful proposer.
 16. Lean Programs - Central Garage is engaged in efforts to improve efficiencies and reduce costs through improved processes and the reduction of waste. Contractors that subscribe to those principles and are willing to undertake and/or participate in "lean" programs to continuously seek improved process measures as a part of their proposals will receive favorable consideration for award of the contract.
 17. Reports - upon request by Central Garage, contractor shall provide inventory effectiveness reports showing the order fill of any given month. In addition, any monthly reports generated by contractor shall be made available to Central Garage upon request.

3-3 Work Plan

Proposers must describe their work plan for servicing Central Garage's account and performing work under the contract. It must contain the following, at a minimum, and be part of the "Technical Proposal" section of the proposal:

1. Steps in the implementation process.
2. Training of parts facility personnel.
3. Inventory on-demand fill strategy.
4. Stock reorder plans.
5. Timeframe for delivery of stock and non-stock parts.
6. Access to other company stores or warehouses.
7. Strategies to assist clients with minimizing administrative overhead, reducing inventory, enhancing parts availability and obtaining high quality parts at optimum pricing levels.
8. Explain how you procure parts to include names, locations and quantity of suppliers and length of

- time each has been in business.
9. Explain the parts requisition/ordering process as it relates to interaction with Central Garage personnel. Who looks up part numbers? What documentation/information is required to order a part (ie, the actual part number; vehicle year, make, model and part description, etc.)?
 10. Address the receiving process for non-parts deliveries (items not managed by the contractor).
 11. Describe your plan for issuing parts during times the stockroom might be closed.
 12. Technology: explain what information technology software and hardware will be included in your proposed parts operation. Discuss your ability to integrate into the Flagship fleet maintenance system.
 13. Submit a listing of standard reports available and submit sample reports that are most relevant to the information required in this RFP. Your ability to produce ad hoc reports must also be addressed.
 14. Describe your policies for employee drug and alcohol testing.
 15. Explain your uniform policy and how contractor employees will be identified.

3-4 Revocable License Terms

This is a Revocable License given by the City of Harrisonburg to the Contractor as part of the above mentioned Contract between the City and the Contractor in order to allow the Contractor to provide a Vendor Managed Inventory Program at the City's Central Garage Facility and is subject to the terms and condition of such Contract and the provisions set forth below. Contractor specifically agrees to the provisions set forth herein and that this License Agreement is revocable by the City in the City's sole discretion by the City giving the Contractor seven days written notice of such revocation. The following are the terms and conditions of this License:

1. Grant of License:

The City hereby grants to Contractor a Revocable License to use only that part of the City's Transportation Facility located at 475 East Washington St, Harrisonburg, Virginia, that the City has designated as the Parts Operation area in order for Contractor to provide the City with a source to obtain parts for vehicles and equipment, tools, supplies, and related items (parts and items), for any City department, through Central Garage, so such City departments may need to perform their work. Such area is referred to as the "Licensed Area." Currently the parts room is 2,500 square feet. The City of Harrisonburg is building a new Maintenance Facility which will include a parts room with 1,280 square feet.

2. Term of License:

The term of this License shall run concurrently with the term of the above mentioned Contract between the parties. If such Contract expires or is terminated, then this License shall automatically terminate without any further notice. Also, this License may be revoked by the City at any time, in the City's sole discretion, by the City giving the Contractor 7 days written notice of such revocation, except in the case of an emergency or for health or safety reasons, in which case the City may immediately revoke this License.

3. Use of Licensed Area:

Contractor shall use the Licensed Area only for the purpose of conducting Contractor's Parts Operation activities as called for by the above mentioned Contract for supplying parts and items to City departments, through the City's Fleet Division, and subject to the terms and provisions of such Contract and this License.

4. Condition of Licensed Area:

Contractor acknowledges that the Licensed Area is being delivered to Contractor in an **AS IS** condition and that Contractor is solely responsible for having examined and investigated such Licensed Area to be sure the Licensed Area is suitable for the purposes that Contractor intends to use the Licensed Area for, namely Contractor's Parts Operation activities. Contractor

will be solely responsible for making all such improvements necessary to use the Licensed Area for such purposes during the entire term of this License.

5. Improvements to Licensed Area:

Contractor agrees that prior to Contractor doing any work in the Licensed Area or any other improvements that Contractor places in the Licensed Area, Contractor will submit plans and drawings or a description of any such items to the City Director of Transportation and any other required City official for review and approval and will not proceed with any such actions until such prior review and written approval has been obtained.

6. Compliance with Laws:

Contractor agrees to comply with all applicable city, state, and federal laws, ordinances, regulations, statutes, and codes, including all relevant zoning, building, environmental, and safety codes, in connection with any construction, maintenance, improvements, and/or operation of the Contractor's Parts Operation activities in the Licensed Area.

7. Maintenance of and Failure to Maintain Licensed Area:

Contractor shall be solely and fully responsible for setting up, maintaining, cleaning, operating, providing security, and otherwise being in charge of the Licensed Area so that the Contractor can provide the Parts Operation activities called for by the above-mentioned Contract. However, should Contractor fail to properly and timely maintain the Licensed Area and/or provide any of the other items as required by this License and/or the above-mentioned Contract, the City may provide for such maintenance and/or items and will be entitled to recover all of City's reasonable costs and expenses, including attorney's fees, from Contractor and Contractor agrees to pay all such monies to City within ten (10) days after demand for such from the City.

8. Return of Licensed Area:

Contractor agrees that upon the expiration and/or termination of this License, or any extensions thereof, that Contractor will return the Licensed Area to the City in as good a condition as it was at the start of the License, ordinary wear excepted, and that all permanent improvements to the Licensed Area by the Contractor will become the property of the City upon any such termination or expiration of this License. However, Contractor may remove, at Contractor's sole expense, any of Contractor's temporary or personal property not permanently affixed to the Licensed Area provided it will not cause any damage to the Licensed Area and Contractor will repair, to the satisfaction of the City, any damages to the Licensed Area caused by any removal of such items.

9. Security:

Contractor agrees to be responsible for provision of security for the Licensed Area. This includes such measures as may be needed.

10. No Damage to Licensed Area:

Contractor agrees not to and shall not commit or permit any act which results in any wasting or damage to the Licensed Area. Should any such waste or damage occur, the Contractor will repair and/or replace all damaged items or areas to the satisfaction of the City, or, at the City's option, pay the City the reasonable cost of the City having such work performed.

11. Responsibility for Licensed Area:

Contractor agrees that Contractor shall be responsible for any and all damages to the Licensed

Area due to Contractor's use and/or for any and all other claims arising from such use and/or Contractor's actions or omissions, including, but not limited to, any damages to vehicles, any loss of personal property, any personal injuries, and any other injuries or damages of any type.

12. Protection of Licensed Area:

Contractor agrees that if Contractor breaches any of the provisions of this License, the City may take any actions necessary to protect and/or maintain the Licensed Area and that Contractor will pay the City all damages, costs, and expenses, including attorney's fees, incurred by the City for such actions.

13. Risk of Loss:

Notwithstanding anything herein to the contrary, Contractor shall bear the risk of any loss of or damage to the Licensed Area and/or any goods and items in the Licensed Area during the term of this License. Also, notwithstanding anything herein to the contrary, City shall not be liable for any direct, consequential, incidental, or any other damages incurred by Contractor due to any malfunction, vandalism, acts of God (including, without limitation, lightning, wind, rain, flood, hail, fire or storms) lack of electricity, lack of air conditioning, lack of heat, or any other damages resulting from any reason whatever to the Licensed Area or arising out of or resulting from any use of the Licensed Area by the Contractor.

Section 4 - GENERAL TERMS AND 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 the Purchasing office and in the Director of Finance office.

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 § 11-51 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.

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

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. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 11-69).

2. To Subcontractors:

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

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

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

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 Purchasing Agency 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.

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

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

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR**

LEASED FACILITIES OR PROPERTY.)

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

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.

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.

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

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

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

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

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

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

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

Signature: _____ **Date:** _____

Name: _____

Print

Title: _____

Name of Firm: _____

SECTION 5 - FTA CONTRACT CLAUSE REQUIREMENTS

ACCEPTANCE OF FEDERAL TERMS

(Must be submitted)

PLEASE PROVIDE THE FOLLOWING INFORMATION AS ACCEPTANCE OF THE FEDERAL CLAUSE REQUIREMENTS OF THIS SECTION.

VENDOR BUSINESS:

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

FTA Contract Clause Requirements (1-19) [Special Terms]

Third party contract clauses are required for this contract per FTA Circular 4220.1F, 11/01/2008, Revised, 04/14/2009. The Acceptance page verifies bidders have read and will comply with the required federal clauses identified below. Federal Clauses take precedence over City of Harrisonburg

General Terms and Conditions.

1. No Federal Government obligations to third-parties by use of a disclaimer
2. Program fraud and false or fraudulent statements and related acts
3. Access to records
4. Federal changes
5. Civil Rights (EEO, Title VI, & ADA)
6. Disadvantaged Business Enterprises (DBE)
7. Incorporation of FTA Terms
8. Termination Provisions
9. Suspension and Debarment
10. Energy Conservation
11. Clean Air
12. Clean Water Requirements
13. Privacy Act
14. Breaches and Dispute Resolution
15. Lobbying
16. Buy America
17. Cargo Preference
18. Fly America
19. Recycled Products

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)

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 2%. 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 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.

Prompt Payment: 26.29(a)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 20 days from the receipt of each payment the prime contractor receives from HDPT. The prime contractor agrees further to return retainage payments to each subcontractor within 20 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of HDPT. This clause applies to both DBE and non-DBE subcontractors.

Retainage; 26.29(b)

The prime contractor agrees to return retainage payments to each subcontractor within 20 days

after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the City of Harrisonburg. This clause applies to both DBE and non-DBE subcontracts.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1F](#)

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

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 HDPT, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

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.]

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, Attachment H, with proposal.

16. BUY AMERICA

49 U.S.C. § 5323(j)
49 CFR Part 661

Buy America Provision

This solicitation and the resulting contract are subject to the Buy America requirements of 49 U.S.C. §5323(j) and the Federal Transit Administration's implementing regulations found at 49 C.F.R. Part 661.

These regulations require, as a matter of responsiveness, that the bidder or offeror submit with its offer a completed certification in accordance with Part 661.6 or 661.12, as appropriate. These certifications are set forth in this solicitation at Attachment I.

17. CARGO PREFERENCE

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

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

18. FLY AMERICA

49 U.S.C. 40118
4 CFR Part 52

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

19. RECYCLED PRODUCTS

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

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

ATTACHMENT A: VENDOR CHECKLIST
 (use to verify that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

	<u>Vendor Check-Off</u>	<u>City Check-Off</u>
Cover Letter	_____	_____
RFP Cover Page	_____	_____
State Corp Commission Form	_____	_____
Acceptance of Federal Terms	_____	_____
Attachment A Vendor Checklist	_____	_____
Attachment B Proposal Affidavit / Price Proposal	_____	_____
Attachment C Addendum Page	_____	_____
Attachment D Request for Clarification	_____	_____
Attachment E Ineligible Proposers Certification (prime contractor)	_____	_____
Attachment F Ineligible Proposers Certification (subcontractors)	_____	_____
Attachment G Non-Collusion Affidavit	_____	_____
Attachment H Federal Lobbying Certification	_____	_____
Attachment I Buy America Certification	_____	_____
Attachment J Firm Data Sheet	_____	_____
Attachment K DBE Letter of Intent	_____	_____
Attachment L DBE Affidavit	_____	_____
Attachment M DBE Unavailable Certification	_____	_____
Notice of Exception	_____	_____
Qualifications and Capabilities of the Firm(s)	_____	_____
Related Experience and References	_____	_____
Technical Proposal	_____	_____
Proposer's DBE Program	_____	_____

ATTACHMENT B: PROPOSAL AFFIDAVIT FOR: VENDOR MANAGED INVENTORY SERVICES

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Statement of Work, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of goods and services specified at the price stated on the following page.

SIGNED : _____

TITLE: _____

FIRM NAME : _____

Subscribed and sworn to before me this __ day of _____, 20____
Notary Public

My Commission Expires: _

<u>Staff Cost</u>	<u>Days/Week</u>	<u>Hours/Day</u>	<u># Employees</u>	<u>Extended Total</u>
Plan 1	5	11	_____	\$ _____
Per Hour	on call		_____	\$ _____

* For the staffing plan above, proposers must attach a breakdown of staff positions included in their calculation along with applicable hourly rate/salary and benefits costs for each.

Parts and Supply Cost \$_____ * _____

* Proposers must identify their proposed pricing methodology (ie, discount off list or other method such as % gross profit, etc.).

Other Charges

Item 1: _____ \$ _____

Item 2: _____ \$ _____

Item 3: _____ \$ _____

Item 4: _____ \$ _____

Item 5: _____ \$ _____

ATTACHMENT C: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

ATTACHMENT D: REQUEST FOR CLARIFICATION

DATE: _____

PROPOSER: _____

SECTION: _____

PAGE: _____

PROPOSERS REQUEST:

CENTRAL GARAGE

RESPONSE

APPROVED

DENIED

COMMENTS:

CENTRAL GARAGE SIGNATURE _____

DATE _____

**ATTACHMENT E: INELIGIBLE PROPOSERS CERTIFICATION
(Prime Contractor)**

The Contractor _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

Contractor (Name) _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

**ATTACHMENT F: INELIGIBLE PROPOSERS CERTIFICATION
(Subcontractors)**

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under an Federal Transit Administration Project), _____, certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal(s) has been arrived at by the proposer independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent proposals or competition;
3. That the contents of the proposal(s) have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal(s), and will not be communicated to any such person prior to the official opening of the proposal(s); and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed

Firm Name

Subscribed and sworn to before me this __ day of _____, 20

Notary Public

My Commission expires _____, 20

Proposer's E.I. Number _____ (number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION

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 Title 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

ATTACHMENT I: BUY AMERICA CERTIFICATION

This procurement is subject to the Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate, as shown below, must be completed and submitted with the bid. A bid, which does not include the certificate, shall be considered non-responsive.

Certification of Compliance with Section 165(a)

The Proposer hereby certifies that it shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.11.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

Certification of Non-Compliance with Section 165(a)

The Proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

ATTACHMENT J: FIRM DATA SHEET

The prime contractor is responsible for submitting the information requested below on all firms on the project team, both prime and all subcontractors. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE Firm Certified by VDMBE
 N = DBE Firm Not Certified by VDMBE

NA = Firm Not Claiming DBE Status
 IP = Certification w/VDMBE In-Process

ATTACHMENT K: DBE LETTER OF INTENT

To: _____
(Name of Prime Contractor)

The undersigned intends to perform work in connection with the above project as a DBE (check one)

_____ individual _____ corporation
_____ partnership _____ joint venture.

The Disadvantaged Business status of the undersigned is confirmed:
(a) on the reference list of Disadvantaged Business Enterprises dated _____, or
(b) on the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

At the following price:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with CENTRAL GARAGE.

Date _____
Name of Disadvantaged Business Enterprise _____

By _____

ATTACHMENT L: DBE AFFIDAVIT

STATE OF _____
(Date _____)

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the

(sole owner, partner, president, treasurer or other duly authorized official of a corporation) of

(Name of DBE)

and certifies that since the date of its certification by VDMBE (Virginia Department of Minority Business Enterprise), the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20_____

(Notary Public)

NOTE: The offeror must attach the DBE's most recent certification letter or document to this affidavit.

