



CITY OF HARRISONBURG
FINANCE
& PURCHASING

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REQUEST FOR PROPOSAL (RFP) COVER PAGE

ISSUE DATE: May 11, 2022	REQUEST FOR PROPOSAL NUMBER: 2022026-PT-P	FOR: Vendor Managed Inventory Program
DEPARTMENT: Public Transportation	DATE/TIME OF CLOSING: June 8, 2022 on or before 3:00pm local time	CONTRACT ADMINISTRATOR: Gerald Gatobu, Director of Public Transportation
DATE/TIME LAST DAY FOR QUESTIONS: June 1, 2022 on or before 12:00pm (noon) local time	DATE/TIME PRE-PROPOSAL MEETING: May 25, 2022 at 12:00pm (noon) local time	PRE-PROPOSAL MEETING MANDATORY: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A

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

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

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

VENDOR INFORMATION

Name of Vendor: _____ Telephone #: _____
 Address: _____ Federal Employer Identification #: _____

 Contact Name: _____ Contact Email Address: _____

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

VENDOR'S LEGALLY AUTHORIZED SIGNATURE _____
DATE

PRINT NAME _____
TITLE

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

- eVA Website Bid Room (Please List) _____
 The Daily News Record Newspaper Notified by City Directly Other (Please List) _____

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

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1.0 INTRODUCTION

The purpose of this Request for Proposal (RFP) by the City of Harrisonburg, Virginia (City) is to solicit sealed proposals from interested firms (Offeror) to provide a turnkey parts operation at the City's Central Garage facility. 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 repairs. In general, the contractor will provide repair parts, supplies, and equipment for Central Garage and other City departments.

2.0 BACKGROUND

The City of Harrisonburg is an independent city located in the central Shenandoah Valley region of Virginia. It is the county seat of Rockingham County and encompasses 17.3 square miles, serving a population of approximately 55,000. Harrisonburg is located along Interstate 81 and is only two hours away from both Richmond, Virginia and Washington, D.C. Harrisonburg is home to two university campuses – James Madison University and Eastern Mennonite University – as well as numerous other businesses, non-profit organizations and a vibrant downtown. The City Manager oversees the delivery of public services through the city departments. The City of Harrisonburg manages a workforce of approximately 850 employees responsible for providing government services to our citizens. Each city department then has a role in how services are provided to the citizens.

The City of Harrisonburg's Department of Public Transportation (HDPT) has been in operation for over forty (46) years and provides transportation services to residents in the City as well as the local University students. The City's Central Garage is a division of the HDPT and is responsible for providing maintenance for city equipment and vehicles, to include automobiles, vans, refuse and recycling collection vehicles, fire apparatus, street sweepers, school buses, transit buses and other equipment use in the performance of daily tasks. A table representing the current fleet is shown in Attachment L and Attachment M. The department also provides a vehicle wash bay and houses the parts room. Federal Transit Administration (FTA) funding will be utilized in this contract.

3.0 SCOPE OF WORK

Central Garage operates one (1) maintenance repair facility. The facility is a total of 29,513 sq. ft. and is located at 473 E. Washington Street, Harrisonburg, Virginia 22802. The Central Garage is located on the same complex as the HDPT administration building. 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. The vendor selected will also be responsible for replenishing and ensuring availability of all items included in this program.

3.1. PROGRAM REQUIREMENTS – 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 the Central Garage. Central Garage's Maintenance Facilities operates eleven (11) hours per day, five (5) days per week. Nights, weekends and holidays observed have on-call coverage as noted below in Section 3.2.

Central Garage will assist, to the best of its ability, in ensuring the transition of authority between the City's current VMI vendor and the new contractor occurs in an orderly and professional manner. There will be approximately sixty (60) calendar days dedicated to the transition prior to commencement of service. The City's current VMI vendor will provide full service until the established transition date and time. Offeror shall provide a transition timeline schedule with proposal submission.

3.2. STAFFING

Operations and staffing are expected on a weekly basis five (5) days per week (Monday through Friday), eleven and 1 half (11.5) hours per day. The Central Garage technicians' shifts are as follows: first shift is 5:30am – 2:00pm (5 technicians) and second shift is from 8:30am to 5:00pm (5 technicians). Offeror shall identify the staff assigned to this contract, the schedule anticipated to be worked by each staff member (hours & days of week), as well as their position and duties to be performed. The staffing level shall be sufficient to operate in a manner that meets the requirements of the Scope of Work. Additionally, Offeror shall identify their plan for continuity of contract duties should one or more of these employees be out sick, on vacation, or other instance where they should become unavailable for one (1) or more working days.

The Vendor Managed Inventory Program shall be fully operated by the contractor's employees. 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.

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*
- Martin Luther King, Jr. Day, President's Day, Spring Holiday, Juneteenth, Labor Day, Veteran's Day, Day after Thanksgiving, and Christmas Eve – *Central Garage may work a normal schedule*

City will not pay on-call rates, but will pay overtime for contractor's employees that are required to work if called in. Contractor shall not give pay raises or bonuses to employees and pass on related additional costs to the City without prior written approval by the Director of Public Transportation or designee.

Contractor's staff assigned to this contract shall be subject to a Virginia Division of Motor Vehicles (DMV) driving record check upon contract agreement and annual driving record checks thereafter. The City shall perform the driving record checks. Drivers must meet City minimum driving standards.

3.3. FACILITY

City will provide 3,700 sq. ft. of secure space for the contractor in the maintenance facility. All utilities including landline telephone are included. The City will allow access to internet, fax and copiers on an as-needed basis at no charge. The City will provide furniture and equipment to be used for handling inventory, including a forklift. The contractor shall provide any other specialized equipment or furniture needed. This may include computer hardware and software (Section 3.5), additional furniture, and shop equipment. City shall supply contractor with a City vehicle to utilize in the execution of contract duties.

Any required changes in the physical layout of the parts room area and/or any capital improvements an Offeror believes are necessary must be stated in the proposal and may be negotiated.

Key fobs and gate passes will be issued by the Director of Public Transportation or designee for facility access. Facility is secure and is not open to the public. HDPT employees need full access during contractor's staffed hours. Off-hours emergency entry will be monitored by HDPT security system

consisting of cameras and facility access monitoring.

3.4. PARTS & INVENTORY

Parts shall be original equipment, quality parts, supplies and equipment, or the equivalent, or better, are required. Any substitution of original equipment manufacturer (OEM) parts must be approved by the Central Garage Fleet Manager or Fleet Maintenance Supervisor. The City reserves the right to inspect the quality, materials, supplies and equipment and to reject items deemed inferior. The judgment of whether or not an item is inferior rests solely with Central Garage Fleet Manager or Fleet Maintenance Supervisor.

All parts must be new (use of remanufactured parts must be pre-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.

All non-FTA funded vehicle and equipment parts purchases must follow the procurement guidelines set by the City of Harrisonburg and all FTA funded vehicle and equipment parts purchases must follow the procurement guidelines set by the FTA.

- 3.4.1. Parts Availability - Contractor shall have access or control over sufficient inventory to furnish Central Garage's overall parts requirements on-demand and minimal parts delayed by the start of regular business hours the next day. Contractor shall consult with Central Garage staff to develop more on-time parts requirements by specific part types, bus manufacturers, identifiable uses, and related inventory levels. The City reserves the right to purchase parts or other supplies that the contractor is unable to supply within the time frames specified. The contractor shall be responsible for any cost to Central Garage for purchases when the contractor cannot supply the requested part within the prompt response time frame. The City further reserves the right to purchase any parts, services or related materials outside of this contract if it shall benefit the City to do so.
- 3.4.2. Stock Adjustments - 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. ("Prompt Response Time" is defined as twenty-four (24) hours.) Contractor must adhere to the stated time frames. 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 supporting documentation to demonstrate compliance.
- 3.4.3. Fluid Management – Contractor shall utilize and be responsible for maintaining City's fluid management system (Graco Matrix) to control coolant and lubricant inventories.
- 3.4.4. Skid Management - The City has a relationship with Cummins Atlantic, LLC in which skids of parts are dropped off at Central Garage for local Cummins customers. Contractor

is responsible for separating parts off skids for Cummins customers. The Contractor shall document skid counts on a monthly basis and report to the Director of Public Transportation or designee.

- 3.4.5. Existing Inventory – Contractor may negotiate with City’s current VMI contractor to purchase their existing inventory, however that would be a discussion and decision that would be separate from the City’s contract with the VMI. The City will not buy back any inventory at the end of the contract.
- 3.4.6. Bar Code System - 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. Offeror shall identify in its proposal what system shall be utilized.
- 3.4.7. Issuing Parts - 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.
- 3.4.8. Current Inventory, Tickets & Work Orders - The estimated amount of annual parts purchases through this contract is \$1,047,022.00 based on figures from July 1, 2020 through June 30, 2021 (FY21). It is not known the exact number of items in the inventory at this time, as the inventory is owned by the current contractor, MANCON For a count of work orders per month see Attachment N. The estimated amount of annual parts purchased in FY21 identified by task code group can be found in Attachment O.
- 3.4.9. Inventory for City Use Only – Contractor shall maintain stock parts and inventory in the Central Garage for use under this contract ONLY. Items stocked in the Central Garage may not be used for outside sales or purposes other than for the City.
- 3.4.10. Direct Purchases – The City reserves the right to make direct purchases from suppliers or vendors for products and/or services that may be beneficial to the City and/or in instances where the vendor may not allow a commercial sublet in order to provide discounted pricing. The City currently has direct purchasing relationships with Cummins Atlantic LLC, Arkay Acquisition LLC (DBA. Gillig LLC), Auto Zone, Inc. and Zep Sales and Service.

3.5. INFORMATION SYSTEMS

The contractor may use Central Garage’s computer system or provide and use modern, up-to-date computer hardware and software to control and report on all facets of their operations.

- 3.5.1. The contractor's software will be compatible with Central Garage's fleet maintenance management software program. Expenses for the contractor's software shall be borne by the contractor. Compatibility with *Flagship Fleet Maintenance* software is mandatory and is at contractor's expense. *Flagship Fleet Maintenance* software integration would require internet connection, provided by the City.
- 3.5.2. The contractor's hardware will be compatible with Central Garage's fluid management system and be able to connect via USB port to the fluid system.
- 3.5.3. The software must be capable of, but not limited to, maintaining data on and providing on- demand reports for the following areas:
- Real-time inventory of parts
 - Status reports for items on-hand and ordered
 - Detailed parts and supply cost and usage for each vehicle
 - Cost breakdowns
 - Billing information
 - Warranty information
 - Historical parts usage and cost data on fleet buses, equipment and vehicles, specific to each bus, equipment or vehicle.
- 3.5.4. 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, Fleet Manager, the Director of Public Transportation, and/or designee and the Director of Finance, and/or designee.
- 3.5.5. Contractor must provide a sample of standard reports available from Offeror's software system.

3.6. INVOICING

- 3.6.1. All parts will be the property of the contractor until issued to City for use. There shall be no charges to Central Garage while the parts are still in inventory. Charges for parts will occur when the part is received by City employee.
- 3.6.2. Other City departments may obtain any parts and related items needed to perform their operations from Central Garage.
- 3.6.3. Central Garage will not pay core charges, including but not limited to any deposits owed on acquired parts.
- 3.6.4. Billing for applicable charges will be once a month and consolidated on a single statement 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.

- 3.6.5. 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 minimum stock levels.
- 3.6.6. City prefers receiving monthly statements and invoices electronically, either via email or via a remote log-in system. Offeror shall state in their proposal if they are able to meet this request, and if so, how the request will be met.

3.7. SAFETY DATA SHEETS (SDS)

Contractor shall supply all Safety Data Sheets (SDS) for all applicable products purchased and/or stocked in inventory. These sheets shall be current and readily available for use by Central Garage employees.

3.8. 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 designate 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. At the end or termination of the contract, contractor shall provide to the City all warranty records for parts sold to the City in a readable format approved by the City and saved to a USB drive or other approved delivery method.

Contractor shall provide Director of Public Transportation and/or designee with any and all safety recall information as soon as it is available.

3.9. COST AUDITS

Central Garage needs to obtain repair parts, supplies, commodities, and equipment at the lowest possible price for the highest value. 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. Central Garage will select parts for review quarterly and document the savings generated by the contractor. This audit will be submitted to the Director of Public Transportation.

3.10. REPORTS

Contractor shall provide monthly inventory effectiveness reports showing the purchases for each month and inventory stock levels. A monthly report on inventory available shall be provided with part descriptions.

A daily report shall be generated and sent to the Fleet Manager to include, but not be limited to: 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 information in this report will be utilized with the City's *Flagship Fleet Maintenance* software.

3.11. PROJECTED TIMELINE

The projected schedule for this procurement is as follows. All times noted below shall be local time (Harrisonburg, VA).

Request for Proposal Released	May 11, 2022
Non-Mandatory Pre-Proposal Conference	May 25, 2022 at 12:00pm
Deadline for Questions	June 1, 2022 on or before 12:00pm
Proposals Due	June 8, 2022 on or before 3:00pm
Evaluation of Proposals by Committee & Possible Interviews	June 8, 2022 – June 22, 2022
Contract Negotiations	June 22, 2022 – June 29, 2022
Notice of Award, Contract Signed & Notice to Proceed	June 29, 2022 – June 30, 2022
Commencement of Project	July 1, 2022

4.0 NON-MANDATORY PRE-PROPOSAL MEETING

A non-mandatory pre-proposal meeting will be held on May 25, 2022 at 12:00pm (noon) local time at the Public Transportation Administration Building located at 475 E. Washington Street, Harrisonburg, Virginia 22802. A representative from every interested contractor intending to submit a proposal to this RFP is recommended to be in attendance for the meeting. A tour of the facility and discussion of the Scope of Work to be performed will be held. Site tours will not be permitted outside of this date and time. A list of questions and answers will be generated from the meeting and posted as an addendum on the City’s website at www.harrisonburgva.gov/bids-proposals.

5.0 PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to provide a Vendor Managed Inventory program.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Proposals shall be signed by an authorized representative of the Offeror.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm’s capabilities to provide the required services. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required.

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

TAB 1	<ul style="list-style-type: none"> • Cover Sheet (first page of this RFP), completed; • Table of Contents – all pages are to be numbered; • Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
TAB 2	QUALIFICATIONS & CAPABILITIES OF FIRM

	<p>This section shall include all qualifications and organizational capabilities that will establish the Offeror as a satisfactory provider of the required work by reason of its strength and stability.</p> <ul style="list-style-type: none"> • <u>Company Overview</u> - Provide a brief profile of the Offeror, 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 Offeror’s financial condition. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Offeror’s ability to perform the work. • <u>Organizational chart</u> – Provide and indicate who would be responsible for the day-to- day administration of the contract • <u>Bank Reference(s)</u> - Provide the name, address, and telephone number of the Offeror’s financial institution. By submitting a proposal to the City for this RFP, Offeror gives City permission to contact Offeror’s financial institution(s) to obtain bank reference(s). • <u>Subcontractors</u> - 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.
TAB 3	<p>FIRM’S EXPERIENCE & REFERENCES</p> <p>This section should establish the ability of the Offeror 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.</p> <ul style="list-style-type: none"> • <u>Experience</u> - Provide a brief history of your firm’s experience in providing parts management services or similar types of services. • Attachment F. References List • Attachment P. Supplier References List
TAB 4	<p>EXPERIENCE & QUALIFICATIONS OF PERSONNEL</p> <p>This section shall include all qualifications and experience of Offeror’s personnel as well as subcontractor’s personnel (if applicable)</p> <ul style="list-style-type: none"> • <u>Personnel</u> - Information on personnel assigned to this contract: <ul style="list-style-type: none"> • Names & titles of key personnel proposed for the duration of the contract as well as their position and duties to be performed • Years of experience in parts sourcing and management & area of expertise that would benefit the Central Garage on this project • Schedule anticipated to be worked by each staff member (hours & days of week) • <u>Primary Contact</u> - Designation of a primary contact person for this contract. In the event that an oral presentation is requested from your company, this individual will be required to attend along with other representatives from the company. • <u>Subcontractor Information</u> - For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information. • <u>Training</u> - Describe training provided to the personnel by the Offeror’s company regarding parts and/or inventory management. • <u>Drug & Alcohol Testing</u> - Describe policies for employee drug and alcohol testing. • <u>Continuity Plan</u> – identify plan for continuity of contract duties should one or more of these employees be out.
TAB 5	<p>TECHNICAL PROPOSAL</p> <p>This section shall demonstrate understanding of the project, describe project approach, and explain how you will meet the Central Garage’s needs. Offeror shall utilize this section to respond to requirements listed in the Scope of Work (Section 3.0).</p> <ul style="list-style-type: none"> • <u>Schedule</u> - Proposed project start-up schedule in days, phases, and/or steps. Identify the total length of time required to begin the contract, including transition timeline. • <u>Software</u> - Offeror shall identify the bar coding or other automated system that will be employed to identify part numbers by manufacturer and track all items. It shall also be clearly identified

	<p>how the Offeror’s system intends to integrate with the City’s <i>Flagship Fleet Maintenance</i> software.</p> <ul style="list-style-type: none"> • <u>Reports</u> - 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. Offeror shall also verify if they are able to provide monthly electronic statements. • <u>Cost Savings</u> - Strategies to assist City with minimizing administrative overhead, reducing inventory, enhancing parts availability and obtaining high quality parts at optimum pricing levels. Examples of Offeror’s previous cost savings efforts in other contracts are preferred. • <u>Inventory</u> – Describe your inventory on-demand fill strategy and stock reorder plans. Provide timeframe for delivery of stock and non-stock parts. • <u>Parts Order Process</u> - Explain how you procure parts to include names, locations and quantity of suppliers. List if there is access to other company stores or warehouses. 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.)? Also describe your plan for issuing parts during times the stockroom might be closed. • <u>Equipment & Layout of Parts Room</u> – Submit a list of equipment needed or requested by the Offeror for the City to provide (if applicable). Submit a list of equipment to be provided by Offeror. Submit requested changes in physical layout of parts room area (if applicable). • <u>Brand Relationships</u> - List of preferred suppliers & parts vendors (including brand preferences or brand relationships)
TAB 6	<p>OFFEROR’S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM (<i>where applicable</i>)</p> <p>Offerors who are participants in the DBE program shall provide with their proposal the following information. If the Offeror does not participate in the DBE Program, it shall be clearly noted in this section of the proposal.</p> <ul style="list-style-type: none"> • The names and addresses of DBE firms that will participate in the contract • A description of the work that each DBE will perform • The dollar amount of the participation of each DBE firm participating
TAB 7	<p>REQUIRED FORMS</p> <ul style="list-style-type: none"> • Attachment B. Proprietary/Confidential Information Identification Form • Attachment C. State Corporation Commission (SCC) Form • Attachment D. Non-Collusion Affidavit • Attachment G. Insurance Requirements Form • Attachment H. Notice of Exceptions • Attachment I. System for Award Management (SAM) Form • Attachment J. Minority Status of Business Ownership Form • Attachment K. Federal Transportation Administration (FTA) Clauses • Attachment Q. Cost Audit Pricing List
TAB 8	<p>ADDENDA, signed (<i>if any</i>)</p>
TAB 9	<p>COST</p> <p>The Offeror is asked to submit their pricing and cost information for this contract in a format and manner which suits the Offeror and the services offered. Please note, per FTA C 4420.1F and Virginia Code section 2.2-4331.B, a <u>Cost plus a Percentage of Cost</u> price arrangement is prohibited.</p> <p>Offeror shall specify a detail methodology outlining staff costs, parts and supply costs and any other direct or overhead changes. Outline any additional services or products offered. All costs associated with the parts management function shall be included in the price proposal. City will not pay on-call rates, but will pay overtime for contractor’s employees that are required to work if called in.</p>

	Offeror shall notate whether a prompt payment discount is available. Additionally, Offeror shall notate how they intend to meet the request that monthly statements and invoices be provided electronically (Section 3.6.6), or if this is not an available option at this time.
TAB 10	<p>OTHER SERVICES (<i>optional</i>)</p> <p>The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal. Additional services should be provided with cost listed as well as details and description of the offering.</p>

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

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

In addition, the following Special Terms & Conditions shall apply:

6.1. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The City of Harrisonburg has not established a separate DBE goal for this procurement. Participation in the DBE program is not required in order for the Offeror to respond to this RFP, however it is encouraged. Offerors are 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 Offerors 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 Department of Transportation (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.

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient 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 C.F.R. 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

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 Attachment J. Funding for this contract will utilize FTA funds.

6.2. 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.

6.3. PROTEST PROCEDURES

Any protest or objection to the Conditions and Specifications will be submitted for resolution to Gerald Gotabu, 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 Procurement Manager 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, Deputy City Manager, Director of Public Transportation, and the Legal Counsel for the City of Harrisonburg. No further appeals will be considered.

6.4. 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. During the contract term, Central Garage may require a Pre-Award Audit and Contractor shall prepare and 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 Offeror 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.

7.0 INSURANCE REQUIREMENTS

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

8.0 INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Vendor Managed Inventory Program RFP 2022026-PT-P**”. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

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

Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 409 South Main Street, Third Floor, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm, except City holidays (www.harrisonburgva.gov/city-holidays). Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **June 8, 2022 on or before 3:00pm local time**. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The Offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date. Proposals will not be publicly opened.

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

9.0 QUESTIONS

Questions related to the RFP or requests for clarification shall be directed to the Procurement Manager for the City of Harrisonburg, by email (Questions@harrisonburgva.gov) or by fax (540-432-7779). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City’s website at www.harrisonburgva.gov/bids-proposals. All questions must be received no later than **June 1, 2022 on or before 12:00pm (noon) local time**. It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

10.0 PROPOSAL EVALUATION CRITERIA

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

1. Responsiveness and compliance with the RFP requirements and conditions
2. Organizational Background, Qualifications and Capabilities
3. Related Experience and References
4. Technical Proposal and capacity to provide the services and items required
5. Price – reasonableness and competitiveness

6. Ability to Follow Directions: The Offerors' ability to follow the proposal preparation instructions set forth in this solicitation including the failure to return required pages, missing signatures, missing documents, etc. and will also be considered to be an indicator of the Offerors' ability to follow instructions should they receive an award as a result of this solicitation.

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

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

11.0 AWARD OF CONTRACT

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

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

Successful Offeror shall contact the Commissioner's Office to obtain proper business licensing for the City of Harrisonburg, if it does not already possess (540-432-7704).

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

The City reserves the right to award a contract(s) to as many Offeror(s) as deemed necessary to fulfill the anticipated requirements of the City of Harrisonburg.

12.0 CONTRACT TERM

The subsequent contract will be for a five (5) year term with the anticipated contract(s) start date of July 1, 2022. Changes in cost will not be allowed within the first three (3) years of the contract term. After this time, changes in cost must be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request.

There shall be no options to renew this contract at the end of the five (5) year term.

13.0 PAYMENT TERMS

City will pay statements on a monthly basis, with supporting documentation. Payment will be issued within thirty (30) days from date of receipt of statement by City. Statements are preferred to be received by the City electronically.

Central Garage encourages offers for prompt payment discounts. If a prompt payment discount is available, it shall be noted in the Offeror's proposal.

The City is exempt from payment of Federal, Excise and Transportation Tax, and Virginia Sales, Excise and Use Tax. Offerors 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.

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

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

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DEFINITIONS

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

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

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

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

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

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

CITY or OWNER: City of Harrisonburg, Virginia.

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

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

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

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

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

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

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

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

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

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

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

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

CONDITIONS OF BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

MODIFICATION & WITHDRAWAL OF BIDS/PROPOSALS: 2.2-4330

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

If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
3. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
4. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
6. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.
7. These procedures also apply for the withdrawal of bids for other than construction contracts.
8. A bidder/offeror may modify or withdraw his bid/proposal, either personally or by written request to the Purchasing office at any time prior to the scheduled time for opening of bids/proposals.

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

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

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

AWARD

CONTRACT AWARD

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

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

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

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

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

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

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

SELECTION PROCESS/NOTICE OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Purchasing Office will publicly post such notice and/or will notify all responsive bidders/offerors and records are available for public inspection in accordance with the VA Freedom of Information Act (VA Code 2.2-3700 et seq). ~~The City posts all Notice of Awards on eVA at www.eva.virginia.gov.~~ **Due to the eVA upgrade and subsequent system shut down, all Notice of Award documentation will temporarily be posted on the City's website (www.harrisonburgva.gov/bids-proposals).**

CONTRACT PROVISIONS

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

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

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

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

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

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

1. The parties by mutual agreement in writing, to modify the terms, conditions or scope of the contract subject to item 2. below. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Harrisonburg City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a bidder/offeror from the consequences of an error in its (bid/offer). **2.2-4309**
3. The Procurement Manager (or City delegated agent) may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Harrisonburg Purchasing and

Contracting Policy Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

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

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

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

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

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

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

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

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

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the contract and shall not submit any contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the contract contrary to these statements is/are hereby deleted and rendered void.

NONDISCRIMINATION OF CONTRACTORS: 2.2-4343.1H A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization

and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

PAYMENT: 2.2-4352 – 2.2-4354

1. To Prime Contractor:

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

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

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

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

2. To Subcontractors:

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

Notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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

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

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

1. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the City, without the required thirty (30) days advance notice, then the City shall be responsible for payment of services up to the termination date.

2. Termination for Cause: Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, the City may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) day advance notice requirement is waived in the event of Termination for Cause.

3. **Termination Due to Unavailability of Funds:** Agreements are made subject to the appropriation of funds (including grant funds, gifts or donations) by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SPECIFICATIONS

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

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

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

DELIVERY

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

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

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

ATTACHMENT B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

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

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

Name of Bidder/Offeror: _____

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

*Bidder/Offeror may attach additional sheets if necessary

Check this box if there are none.

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

ATTACHMENT C. STATE CORPORATION COMMISSION (SCC) FORM

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

Select one of the following boxes. The undersigned Offeror :

- is a corporation or other business entity with the following SCC identification number: _____ .
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location).
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. ***Attach opinion of legal counsel to this form.***
- has not completed any of the foregoing options but currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow them to submit the SCC identification number after the due date for bids/proposals. The City reserves the right to determine in its sole discretion whether to allow such waiver.

Signature: _____ **Date:** _____

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

Name of Firm: _____

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

ATTACHMENT D. NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the offeror or a partner of the offeror, or an officer or employee of the offeror's corporation with authority to sign on its behalf;
- (2) That the attached proposal or proposals have been arrived at by the offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the proposal or proposals have not been communicated to any person not an employee or agent of the offeror on any bid furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signature: _____ **Date:** _____

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

Name of Firm: _____

CITY / COUNTY OF _____,

STATE OF _____, to wit:

I, _____, a Notary Public, do certify

that _____ whose name is signed to

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

Given under my hand this _____ day of _____, 20____.

My Commission expires _____.

Notary Public

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

ATTACHMENT E. CITY OF HARRISONBURG SAMPLE STANDARD CONTRACT

STANDARD CONTRACT

CONTRACT #: _____

This Contract entered into [Date], by _____ hereinafter called the “Contractor” and the City of Harrisonburg, VA, called the “Owner”.

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

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

PERIOD OF PERFORMANCE: From _____ through _____ with _____ renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official solicitation (no revisions by the Contractor) dated: _____. If applicable, any Official City Addenda: #1, dated: _____;
- (3) The Contractor’s Bid/Proposal response dated _____ and the following negotiated modifications to the Bid/Proposal (if applicable), all of which are incorporated herein.

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

CONTRACTOR:

CITY OF HARRISONBURG (OWNER):

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

**Note: This form is just for reference and is NOT required to be submitted with your proposal submission.*

ATTACHMENT F. REFERENCES LIST

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

Reference #1

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Reference #2

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Reference #3

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

Terminated Reference *(if applicable)*

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

Company: _____

Contact Person: _____

Phone #: _____

Email: _____

Project: _____

Dates of Service: _____

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

Number of Years in Business: _____

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

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

ATTACHMENT G. INSURANCE REQUIREMENTS FORM

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

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits with a \$2,000,000 aggregate. 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 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.

3.) 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.

4.) The contractor will maintain Fire Damage Legal Liability in the amount of \$500,000. 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.

Please provide the City with two (2) documents upon request:

- 1.) Certificate of Insurance (COI) for the City of Harrisonburg, 409 South Main St, Harrisonburg, VA 22801. COI must show the Additional Insured status.
- 2.) Additional Insured Endorsement issued by the insurance company to show the Additional Insured addition was made to the policy.

BIDDER/OFFEROR STATEMENT

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

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

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

ATTACHMENT I. SYSTEM FOR AWARD MANAGEMENT (SAM) FORM

WHAT IS SAM?

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

<https://www.sam.gov/SAM/>

System for Award Management – [SAM] registration information:

The undersigned Offeror:

is registered in SAM – provide DUNS Number _____

is in process of registering in SAM - provide DUNS Number _____

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

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

ATTACHMENT J. MINORITY STATUS OF BUSINESS OWNERSHIP FORM

Bidders List Information

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

Name of Business: _____

City/State of Business Location: _____

Type of Business: _____

Age of Business (years), Since Establishment: _____

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

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

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

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

Annual Gross Income of Business:

____ Less than \$500,000

____ \$500,000 to \$1 million

____ \$1 million to \$2 million

____ \$2 million to \$5 million

____ \$5 million to \$10 million

____ \$10 million to \$15 million

____ \$15 million to \$19.5 million

____ \$19.5 million or above

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

ATTACHMENT K. FEDERAL TRANSIT ADMINISTRATION (FTA) CLAUSES

Federally Required and Other Model Contract Clauses

1. ACCESS TO RECORDS AND REPORTS
 2. INCORPORATION OF FTA TERMS
 3. FEDERAL CHANGES
 4. BUY AMERICA REQUIREMENTS
 5. CARGO PREFERENCE REQUIREMENTS
 6. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
 7. CIVIL RIGHTS LAWS AND REGULATIONS
 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
 9. ENERGY CONSERVATION
 10. FLY AMERICA
 11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
 12. LOBBYING RESTRICTIONS
 13. NO GOVERNMENT OBLIGATION TO THIRD PARTIES
 14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
 15. RECYCLED PRODUCTS
 16. SAFE OPERATION OF MOTOR VEHICLES
 17. TERMINATION
 18. VIOLATION AND BREACH OF CONTRACT
-

1. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)

2 C.F.R. § 200.333

49 C.F.R. part 633

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. 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.

3. CHANGES TO FEDERAL REQUIREMENTS

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

4. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 C.F.R. part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, or manufactured in the United States, this also includes all construction materials and is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. This is set to be true unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The offeror must submit to City of Harrisonburg the appropriate Buy America certification below with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

****Complete & return this document with proposal submission. Note: Select only one option or the other.***

5. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. § 55305

46 C.F.R. part 381

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.); and
- 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.

6. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

7. CIVIL RIGHTS LAWS AND REGULATIONS

The City of Harrisonburg is an Equal Opportunity Employer. As such, the CITY OF HARRISONBURG agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the CITY OF HARRISONBURG agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant foreemployment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §

4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 C.F.R. part 26

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 recipient's overall goal for DBE participation is **.1%**. A separate contract goal **has not** been established for this procurement.

The successful offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the City of Harrisonburg.

Prompt Payment

The contractor is required to pay all subcontractors for satisfactory performance of their contract work no later than 30 days from receipt of each payment the City of Harrisonburg makes to the contractor.

In addition, the contractor is required to return any retainage payments to those subcontractors within 10 calendar days after the subcontractor's work related to this contract is satisfactorily completed.

Contract Assurance

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 C.F.R. 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 recipient, deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph.

9. ENERGY CONSERVATION

42 U.S.C. 6321 *et seq.*

49 C.F.R. part 622, subpart C

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.

10. FLY AMERICA

49 U.S.C. § 40118
41 C.F.R. part 301-10
48 C.F.R. part 47.4

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-

flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*



****Complete & return this document with proposal submission. If this page is not returned with proposal submission, it will be assumed that the Offeror complies with the requirements listed herein.***

(End of statement)

- e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

11. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

2 C.F.R. part 180

2 C.F.R. part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I) Executive Order 12549

Executive Order 12689

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U. S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 by the CITY OF HARRISONBURG 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

12. LOBBYING RESTRICTIONS

31 U.S.C. § 1352
2 C.F.R. § 200.450

2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

The undersigned 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 influencing or attempting to influence 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 section 1352, title 31, U.S. Code. 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.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

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

13. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

49 U.S.C. § 5323(l) (1)
31 U.S.C. §§ 3801-3812
18 U.S.C. § 1001
49 C.F.R. part 31

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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

15. RECYCLED PRODUCTS

42 U.S.C. § 6962
40 C.F.R. part 247
2 C.F.R. part § 200.322

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42

U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

16. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043 Executive Order No. 13513

U.S. DOT Order No. 3902.10

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or CITY OF HARRISONBURG.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

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 CITY OF HARRISONBURG’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 CITY OF HARRISONBURG to be paid the Contractor. If the Contractor has any property in its possession belonging to CITY OF HARRISONBURG, the Contractor will account for the same, and dispose of it in the manner 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 affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only 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 CITY OF HARRISONBURG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from CITY OF HARRISONBURG setting forth the nature of said breach or default, 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 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 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 CITY OF HARRISONBURG shall not limit CITY OF HARRISONBURG's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

18. VIOLATION AND BREACH OF CONTRACT

2 C.F.R. § 200.326

2 C.F.R. part 200, Appendix II (A)

Rights and Remedies of the CITY OF HARRISONBURG

The CITY OF HARRISONBURG shall have the following rights in the event that the CITY OF HARRISONBURG deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as City of Harrisonburg for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall be defined according to the City of Harrisonburg's General Terms and Conditions.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the CITY OF HARRISONBURG, the Contractor expressly agrees that no default, act or omission of the CITY OF HARRISONBURG shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the CITY OF HARRISONBURG directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the CITY OF HARRISONBURG will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the CITY OF HARRISONBURG takes action contemplated herein, the

CITY OF HARRISONBURG will provide the Contractor with sixty (60) days written notice that the CITY OF HARRISONBURG considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of CITY OF HARRISONBURG's City Attorney. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City 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 City Attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by CITY OF HARRISONBURG, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

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

Remedies

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

Rights and Remedies

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

ATTACHMENT L. DEPARTMENT INVENTORY COUNT

DEPARTMENT	2021
PARKS AND RECREATION	73
CITY SCHOOLS	43
PUBLIC WORKS	194
PUBLIC UTILITIES	99
PUBLIC TRANSPORTATION	151
HOUSING AUTHORITY	13
COMMUNITY DEVELOPMENT	9
PUBLIC SAFETY FIRE	62
ADMINISTRATION	16
PUBLIC SAFETY POLICE	106
TOTAL	766

ATTACHMENT M. DEPARTMENT INVENTORY LIST

YEAR	MAKE	MODEL	DESCRIPTION
121012 ASSESSOR			
2015	JEEP	COMPASS	2015 JEEP
2010	CHEVROLET	IMPALA	2010 CHEVROLET
121313 TREASURER			
2005	CHEVROLET	CLASSIC	2005 CHEVY
122011 INFORMATION TECHNOLOGY			
2005	PONTIAC	MONTANA	2005 PONTIAC 7
310131 POLICE DEPARTMENT			
1970	SEARS	TRAILER	1970 SEARS
2001	MID	TRAILER	2001 MID ATLANTIC
2009	TOP	TOP RAIL	2009 TOP BRAND,
2009	ROCKY	TRAILER	2009 ROCKY TOP,
2012	HOMESTE	TRAILER	2012 HOMESTEAD
2011	POLARIS	ATV-11	2011 POLARIS ATV-
2011	POLARIS	ATV-11	2011 POLARIS ATV-
2013	BAE	MRAP C-	2013 CAIMAN MTV
2015	GATOR	TRAILER	2015 GATOR MADE
2009	DRS	MEP	2009 DRS FERMONT
2015	KAWASAKI	MULE 410	2015 KAWASAKI
1995	SPEED	TRAILER	1995 SPEED RADAR
2019	BETTER	TRAILER	2019 BETTER BUILT
2014	SPEED	TRAILER	2014 SPEED RADAR
2022	BETTER	BH1210F	2022 BETTER BUILT
1997	TOYOTA	4RUNNER	1997 TOYOTA 4RUNNER
2002	CHEVROLET	3500	2002 CARGO VAN
2002	CHEVROLET	3500	2002 CHEVROLET
2000	CHEVROLET	3500	2000 CHEVROLET
1994	GMC	1500	1994 GMC 1500 1/2
YEAR	MAKE	MODEL	DESCRIPTION
310131 POLICE DEPARTMENT (cont'd)			

2006	FORD	E250	2006 FORD E350
2009	MERCURY	GRAND MARQUIS	2009 MERCURY
2010	FORD	CROWN	2010 CROWN
2013	HARLEY	FLHTPL	2013 HARLEY
2013	FORD	EXPLORE	2013 FORD
2013	FORD	EXPLORE	2013 FORD
2015	HARLEY	FLHTP	2015 HD
2015	FORD	EXPLORER	2015 FORD
2015	FORD	EXPLORER	2015 FORD
2016	FORD	ESCAPE	2016 FORD ESCAPE
2016	FORD	ESCAPE	2016 FORD ESCAPE
2016	FORD	F150	2016 FORD F150
2016	FORD	EXPLORER	2016 FORD
2016	FORD	EXPLORER	2016 FORD
2016	FORD	TAURUS	2016 FORD TAURUS
2014	FORD	TAURUS	2014 FORD TAURUS
2014	FORD	E350	2014 FORD E-350
2014	FORD	EXPLORER	2014 FORD
2014	FORD	TAURUS	2014 FORD TAURUS
2014	FORD	EXPLORER	2014 FORD
2014	FORD	TAURUS	2014 FORD TAURUS
2014	FORD	E250	2014 FORD E250
2014	FORD	EXPLORER	2014 FORD
2014	FORD	EXPLORER	2014 FORD
2014	FORD	E350	2014 FORD E350
2014	FORD	EXPLORER	2014 FORD
2014	FORD	EXPLORER	2014 FORD
2015	FORD	EXPLORER	2015 FORD
2015	FORD	TAURUS	2015 FORD TAURUS
2017	FORD	ESCAPE	2017 FORD ESCAPE
2017	FORD	ESCAPE	2017 FORD ESCAPE
YEAR	MAKE	MODEL	DESCRIPTION
310131 POLICE DEPARTMENT (cont'd)			
2017	FORD	ESCAPE	2017 FORD ESCAPE

2017	FORD	EXPLORER	2017 FORD
2017	FORD	ESCAPE	2017 FORD ESCAPE
2017	FORD	EXPLORER	2017 FORD
2017	FORD	EXPLORER	2017 FORD
2017	FORD	EXPLORER	2017 FORD
2017	FORD	EXPLORER	2017 FORD
2017	FORD	EXPLORER	2017 FORD
2018	FORD	ESCAPE	2018 FORD ESCAPE
2017	FORD	EXPLORER	2017 FORD
2017	FORD	EXPLORER	2017 FORD
2018	FORD	ESCAPE	2018 FORD ESCAPE
2017	FORD	EXPLORER	2017 FORD
2017	FORD	EXPLORER	2017 FORD
2017	FORD	EXPLORER	2017 FORD
2018	DODGE	CARAVAN	2018 DODGE
2018	FORD	F150	2018 FORD F150 4
2018	FORD	ESCAPE	2018 FORD ESCAPE
2018	FORD	ESCAPE	2018 FORD ESCAPE
2018	FORD	ESCAPE	2018 FORD ESCAPE
2018	FORD	ESCAPE	2018 FORD ESCAPE
2019	FORD	F150	2019 FORD F150
2019	FORD	ESCAPE	2019 FORD ESCAPE
2018	FORD	EXPLORER	2018 FORD
2018	FORD	EXPLORER	2018 FORD
2019	FORD	EXPLORER	2019 FORD
2019	FORD	EXPLORER	2019 FORD
2019	FORD	EXPLORER	2019 FORD
2018	FORD	EXPLORER	2018 FORD
2019	FORD	TRANSIT	2019 FORD TRANSIT
2019	FORD	F150	2019 FORD F150 4X4
YEAR	MAKE	MODEL	DESCRIPTION
310131 POLICE DEPARTMENT (cont'd)			
2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 FORD

2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 FORD
2020	FORD	EXPLORER	2020 UNMARKED
2020	FORD	EXPLORER	2020 UNMARKED
2020	FORD	EXPLORER	2020 UNMARKED
2021	DODGE	DURANGO	2021 DODGE
2021	CHEVROL	TAHOE	2021 CHEVY TAHOE
2021	CHEVROL	TAHOE	2021 CHEVY TAHOE
2021	FORD	ESCAPE	2021 FORD ESCAPE
2021	FORD	ESCAPE	2021 FORD ESCAPE
2021	FORD	ESCAPE	2021 FORD ESCAPE
2004	ACURA	TL	2004 ACURA TSX
2021	FORD	EXPLORER	2021 FORD
2021	FORD	EXPLORER	2021 FORD
2021	FORD	EXPLORER	2021 FORD
2020	FORD	EXPLORER	2020 UNMARKED
312061 WATER / UTILITY / ADMIN			
2011	JEEP	COMPASS	JEEP COMPASS
2008	FORD	EXPLORER	EXPLORER 4 DR
320132 FIRE ADMINISTRATION			
1996	LIFTER	BS649	1995 COMPRESSIOR
1997	FORD	EXPLORER	2 DOOR 4X4
2014	FORD	EXPLORER	2014 FORD
2015	FORD	EXPLORER	2015 FORD
YEAR	MAKE	MODEL	DESCRIPTION
320132 FIRE ADMINISTRATION (cont'd)			
2018	FORD	EXPLORER	2018 FORD
2018	FORD	EXPLORER	2018 FORD
2018	CHEVROL	SUBURBAN	2018 CHEVROLET

320232 FIRE SUPPRESSION			
1984	FRUEHAUF	TRAILER	FRUEHAUF BOX
1999	UNITED	TRAILER	1999 UNITED
1963	TRAILMOBI	ROLLOVER	1963 ROLLOVER
2003	HACKNEY	TRAILER	HASMAT TRAILER
2004	CATERPILL	GENERATOR	1000 KVA
1991	LISTER	COMPRESSOR	COMPRESSOR
2016	LOADMASTER	TRAILER	BOAT TRAILER
2013	ARISING	BOX	TECHINCAL RESCUE
1998	HACKNEY	TRAILER	HAZMAT TRAILER
2020	GMC	SIERRA	2020 GMC SIERRA
2019	SUTPHEN	PUMPER	2019 SUTPHEN
2019	SUTPHEN	PUMPER	2019 SUTPHEN
2023	MACK	AN42T	2023 MACK AN42T
2013	SPARTAN	GLADIAT	2013 SPARTAN
2013	CHEVROL	SUBURBAN	2013 CHEVROLET
2008	FREIGHTLINER	MT55	UTILIMASTER VAN /
2000	FREIGHTLINER	FL70	ROAD TRACTOR
2011	CHEVROLET	TAHOE	2011 4X4 TAHOE
1997	KME	LADDER	1997 KME LADDER
2003	SUTPHEN	PUMPER	2003 SUTPHEN
2000	SUTPHEN	PUMPER	2000 SUTPHEN
1954	AMER	LADDER	85'AMERICAN
1990	SUTPHEN	PUMPER	1990 SUTPHEN
2007	SUTPHEN	PUMPER	2007 SUTPHEN
2008	SUTPHEN	CUSTOM	2008 SUTPHEN
2003	KENWORTH	T300	T300 ROAD
2003	FORD	EXPLORER	4 DOOR EXPLORER
YEAR	MAKE	MODEL	DESCRIPTION
320132 FIRE SUPPRESSION (cont'd)			
2005	FORD	EXPLORER	4 DOOR EXPLORER
2000	FORD	F350	F350 4X4 PICKUP
320332 FIRE PREVENTION			
2004	UNITED	TRAILER	TAG A LONG

2005	SCOTTY	TRAILER	3 AXLE TRAILER/
2007	FORD	EXPLORER	2007 FORD EXPLORER
2008	FORD	EXPLORER	4 DOOR EXPLORER
2016	FORD	EXPLORER	2016 FORD
2021	FORD	F150 4X4	2021 FORD F150 4X4
2021	FORD	F150 4X4	2021 FORD F150 4X4
2020	FORD	F150	2020 FORD F150 4X4
2020	FORD	F150	2020 FORD F150 4X4
320432 FIRE TRAINING			
2020	FORD	F150	2020 FORD F150 4X4
2018	FORD	EXPLORER	2018 FORD
2013	FORD	EXPLORER	2013 FORD
321132 FIRE E.O.C.			
2011	BETTER	TRAILER	BETTERBUILT
2008	FEATHERL	TRAILER	GOOSE NECK
2008	FEATHERL	TRAILER	TAG A LONG
2011	POLARIS	XUV	POLARIS XUV ALL
2018	GENERAC	GENERATOR	2018 GENERAC MBL
2019	MERC	CCS	MERC SAT
2014	CHEVROL	TAHOE	2014 CHEVEROLET
2008	DODGE	4500	REG CAB TON
2008	DODGE	DURANGO	4 DOOR DURANGO
2007	DODGE	3500	DODGE 3500 4X4 W
2019	RAM	2500	2019 RAM 2500 ST
2019	GENERAC	MMG55D	TRAILER
2020	RAM	2500	2020 RAM 2500 ST
YEAR	MAKE	MODEL	DESCRIPTION
322061 WATER/GENERATOR			
2007	KATOLIGH	D90FRJA	GENERATOR 100KW
2009	ONAN	60	GENERATOR 60KW -
2009	GODWIN	???	GODWIN PUMP -
2004	ONAN	125DGDK	GENERATOR 125KW
1999	GENERATOR	GGHC-	GENERATOR 80KW -
1999	FLOYD	TRAILER	TRAILER -

1999	GENERATOR	DGDB-	GENERATOR 100KW
1999	FLOYD	TRAILER	TRAILER -
1999	GENERATOR	DFCE-	GENERATOR 400KW
1999	FLOYD	TRAILER	TRAILER -
1999	GENERATOR	GGFC-	GENERATOR 45KW -
1999	GENERATOR	GCHC-	GENERATOR 80KW -
1999	GENERATOR	DGEA-	GENERATOR 125KW
1999	GENERATOR	GGHC-	GENERATOR 80KW -
1999	GENERATOR	GGHC-	GENERATOR 80KW-
1988	GENERATOR	88A01547	GENERATOR 65KW -
1992	ONAN	70ENC	GENERATOR 70KW -
1990	ONAN	70ENL371	GENERATOR 70KW -
2005	ONAN	DFBF-	GENERATOR 275KW
340121 BUILDING INSPECTION			
2020	CHEVROLET	COLORADO	2020 CHEVORLET
2021	FORD	RANGER	2021 FORD RANGER
2008	FORD	ESCAPE	4 DOOR SUV
2003	FORD	F150	2003 FORD F150 4X4
2006	CHEVROLET	K1500	2006 CHEVY 4X4
2004	CHEVROLET	IMPALA	2004 CHEVY IMPALA
362061 WATER / PURIFICATION			
1988	MODERN	TRAILER	TRAILER - WTP
2016	BETTER	TRAILER	TRAILER - WTP
2015	VENTRAC	4500Z	MOWER - VENTRAC
2016	RAM	2500	CREW TRUCK RAM
YEAR	MAKE	MODEL	DESCRIPTION
362061 WATER / PURIFICATION (cont'd)			
2017	FORD	EXPLORER	EXPLORER 4 DR
410121 GENERAL ENGINEER			
2017	CHEVROLET	COLORADO	2017 CHEVORLET
2014	FORD	EXPLORER	2014 FORD
410241 PUBLIC WORKS / STREET INSPECTION			
2013	CATERPILLAR	430FIT	2013 CAT 430FIT
2008	PACE	CARGO	CARGO TRAILER

2019	CAT	CB24B	2019 CAT CB24B
2021	GLOBE	GTTU202-	2021 GLOBE
2018	CATERPILLAR	3.06E+04	2018 CATERPILLAR
2019	CAT	420F2 AC	CAT 420F2 AC
2021	CAT	306CR	2021 CAT 306CR
2000	WACKER	TRASHP	TRASH PUMP
2001	JOHN	260	260 JOHN DEERE
1995	LEROI	0185DJ-F	185 CFM AIR
1990	SULLIVAN	DO18505	D185QV AIR
2000	CASE	590	4X4 590SL EXTENDA
1998	WOODCHUCK	WC17	1998 WOODCHUCK
1995	BETTER	TRAILER	16' SINGLE AXLE
1988	JOHN DEERE	650G	DOZER
1996	JOHN DEERE	670B	MOTOR GRADER
1974	CATERPILLAR	12F	MOTORGRADER
1999	CATERPILLAR	939C	1999 CAT DOZER
1988	DRESSER	A-450E	MOTORGRADER
1994	HUDSON	HD14	TRAILER
2005	CATERPILLAR	924GZ	4X4 WHEEL LOADER
1988	ONAN	NA2140	K3500 PORTABLE
1993	COLEMAN	BCL-16-	COLEMAN LIGHT
2000	MULTIQUIP	TRASHP	TRASHPUMP
1989	HUDSON	HD12	FORM TRAILER
1990	CASE	602B	CASE SINGLE DRUM
YEAR	MAKE	MODEL	DESCRIPTION
410241 PUBLIC WORKS / STREET INSPECTION (cont'd)			
1989	CATERPILL	D6H	DOZER
1989	BOMAG	0	SHEEPSFOOT
1990	LITTLE	SEEDER	HYDRO SEEDER
1993	BETTER	TRAILER	TRAILER
1985	GARDNER-	D800	AIR COMPRESSOR
1990	JOHN	690D-LC	CRAWLER
2006	STONE	TR-34	TRENCH ROLLER
1997	MID	TRAILER	1997 MID-ATLANTIC

1991	AMIDA	DLB25FA	FLASHING ARROW
1996	MAULDIN	1720	BLACK TOPPER
1996	MORBARK	EAGER	WOODCHIPPER----
2014	FORD	EXPLORER	2014 FORD
2013	FREIGHTLINER	M2106	2013 FREIGHTLINER
2012	INTERNAT	4000	2012 INTERNATIONAL
2012	CHEVROLET	C2500	2012 CHEVROLET
2016	FREIGHTLINER	114 SD	2016 FREIGHTLINER
2015	FORD	F150	2015 FORD F150 4X4
2015	FORD	F150	2015 FORD F150 4X4
2014	FORD	F150	2014 FORD F150
2001	FORD	F350	4X2 CREW CAB W.
2007	FORD	F250	CREW CAB PICKUP
2005	FORD	F250	F 250 CREW CAB
2005	FORD	F150	2005 FORD 4X2 F150
2002	GMC	TC7H042	GMC/14.5FT.
2001	GMC	C8500	GMC DUMP TRUCK
2006	INTERNATI	4300	DUMP TRUCK W.
2005	GMC	C7500	2005 GMC DUMP
1994	FORD	F700	ETNYRE ASPHALT
2004	GMC	C7500	SINGLE AXLE DUMP
2003	INTERNATI	7400	7400 W PONY AXLE
2002	FREIGHTLINER	FL70	HD INDUSTRIES
YEAR	MAKE	MODEL	DESCRIPTION
410241 PUBLIC WORKS / STREET INSPECTION (cont'd)			
2001	INTERNATI	4700	4700 TRUCK W
2007	INTERNATI	4300SBA	DUMP TRUCK W
2000	INTERNATI	4700	4700 DUMP TRUCK
2008	FORD	F250	2008 FORD F250
2008	INTERNATI	4300	DUMP TRUCK W.
2008	CHEVROLET	COLORADO	2008 CHEVY 2 DOOR
2009	INTERNATI	4300	DUMP TRUCK W.
2008	CHEVROLET	1500	2008 CHEVY 4X4
2008	CHEVROL	COLORADO	2008 CHEVY 2

2007	FORD	EXPLORER	4X4 4 DOOR SUV
1990	INTERNATI	4900	1990
2018	FORD	F250	2018 FORD F 250
2017	FREIGHTLINER	M2 106	2017 FREIGHTLINER
2017	FREIGHTLINER	M2 106	2017 FREIGHTLINER
2018	FORD	F150	2018 FORD F150
2017	FORD	ESCAPE	2017 FORD ESCAPE
2021	FREIGHTLINER	M2 106	2021 FREIGHTLINER
2019	CHEVROLET	COLORADO	2020 CHEVORLET
2019	CHEVROLET	COLORADO	2019 CHEVY
2020	FREIGHTLINER	M2 106	2020 FREIGHTLINER
2020	CHEVROLET	COLORADO	2020 CHEVORLET
2020	FORD	F250	2020 FORD F 250
2020	CHEVROLET	COLORADO	2020 CHEVORLET
2020	CHEVROLET	COLORADO	2020 CHEVORLET
410541 PUBLIC WORKS / SNOW/ICE REMOVAL			
2003	CATERPILLAR	908	ART. FRONT END
2008	GOOD ROADS	H-3-10FT	GOOD ROADS
2015	GOOD ROADS	SNOWPL	SNOWPLOW
2006	GOOD ROADS	H-3-10	GOOD ROADS
2005	GOOD ROADS	H-3-10	10FT. SPREADER
2004	GOOD ROADS	H-3-10	6.9 CUBIC YARD--
YEAR	MAKE	MODEL	DESCRIPTION
410541 PUBLIC WORKS / SNOW/ICE REMOVAL (cont'd)			
2009	HENDERSON	11X42	11X42 SNOWPLOW
2012	GOOD ROADS	M3-10	GOOD ROADS
2012	GOOD ROADS	SPREAD	GOOD ROADS
2012	MYERS	8	SNOWPLOW
2013	GOOD ROADS	M3-10	GOOD ROADS
2013	GOOD ROADS	SNOWPL	GOOD ROADS PLOW
2015	GOOD ROADS	SNOWPL	GOOD ROADS PLOW
2017	GOOD ROADS	SPREAD	GOOD ROADS
2003	GODWIN	M3-14	2017 GODWIN M3-14
2002	CHEVROLET	SILVERADO	K3500 CHEVROLET

1995	INTERNATI	4700	1995
410741 PUBLIC WORKS / TRAFFIC ENGINEERING			
2015	WANCO	WVT3	PORTABLE
2015	WANCO	WVT3	PORTABLE
2015	WANCO	WVT3	PORTABLE
2013	SOLAR	SILENT	2013 SOLAR TECH
2010	AMERICAN	CMS-	PORTABLE
2019	HOMESTEAD	TRAILER	2019
2020	WANCO	WVTM(B)	2020 WANCO MINI
2020	WANCO	WVTM(B)	2020 WANCO MINI
1992	LINEAR	120-A	LINE PAINTING
1995	JERRY	16 FT	16 FT TRAILER WITH
1992	BETTER	TRAILER	TRAILER
1995	GRACO	231133	HAND PAINT
1999	AMIDA	LITE	1999 AMIDA MODEL
1985	EDCO	CPTX-	CONCRETE PLANE
1995	POST	WI-185	1995 POST HOLE
1999	VONAX	VA25S	1999 VON ARX
2004	TEREX	ODLSE25	SOLAR CHARGED
2006	SASE CO.	SC10E	GRINDER
2012	CHEVROL	44624	2012 CHEVROLET
YEAR	MAKE	MODEL	DESCRIPTION
410741 PUBLIC WORKS / TRAFFIC ENGINEERING (cont'd)			
2013	FORD	F150	2013 FORD F150
2013	FORD	F150	2013 FORD F150 4X4
2000	FORD	F550	F550 TOOLBODY W
2002	INTERNATI	4300	PLATFORM & WINCH
2008	FORD	F450	4X4 BUCKET TRUCK
2020	KENWORT	K370	2020 KENWORTH
2021	TRAFFIX	ATTENUA	2021 TRAFFIX M.A.S.
2017	FORD	F250	2017 FORD F-250
2018	FORD	F250	2018 FORD F 250
2018	FORD	F550	2018 FORD F550
410841 PUBLIC WORKS / STREET BEAUTIFICATION			

2005	REINCO	TMJRH20	STRAW BLOWER
2002	STEINER	430MAX	430 MAX STENER
2002	JOHN	6310	JOHN DEERE 6310
1988	MODERN	UTILITY	16'X 10' TRAILER
1998	GIANT VAC	9800	1998 GIANT VAC
2005	JOHN	5325-05	2WD TRACTOR
2005	JOHN	5325-05	2WD TRACTOR
2021	RC	TK-60XP	RC MOWER
2021	HOMEMAD	TRAILER	RC MOWER
2018	EXMARK	60" S	2018 EXMARK 60" S-
2016	VENTRAC	4500P	2016 VENTRAC,
2022	VENTRAC	4520P	VENTRAC 4520P
2022	VENTRAC	CAB	VENTRAC CAB
2022	VENTRAC	ROTARY	ROTARY BROOM
2008	X MARK	MOWER	X MARK O TURN
2016	CHEVROLET	3500	2016 CHEVROLET
2000	FORD	F350	F 350 W/UTILITY BED
2013	CHEVROLET	2500HD	2013 CHEVROLET
2016	FORD	F250	2016 FORD F250 4X4
2016	FORD	F250	2016 FORD F250 4X4
YEAR	MAKE	MODEL	DESCRIPTION
410941 PARKING AUTHORITY			
2008	DODGE	GRAND CARAVAN	2008 DODGE GRAND CARAVAN
412061 WATER ADMINISTRATION			
2002	JEEP	GRAND CHEROKEE	JEEP GRAND CHEROKEE
1999	FORD	F250	TRUCK F250 PLOW
420241 PUBLIC WORKS / STREET CLEANING			
2012	ODB	LCT600	2012 ODB LCT600
2019	NLFISK	SW8000	PROPANE
2002	ODB	LCT600	ODB LEAF LOADER
1998	GIANT VAC	9800	1998 LEAF LOADER
1997	JOHN DEERE	5500	4X4 JOHN DEERE
1992	GIANT VAC	9800	LEAF LOADER
1981	CHEVROL	C70	TRUCK W/HEIL

430241 GENERAL PROPERTY			
2016	Caterpillar	GENERA	2016 Caterpillar
432061 WATER / SEWER_2			
2018	BETTER	TRAILER	TRAILER - MINI
2019	BETTER	TRAILER	TRAILER-MINI
2020	CATERPILLAR	299D3	2020 CAT SKID
2020	CAT	926M	2020 CAT RUBBER
2021	CAT	306CR	2021 CAT 306CR
2013	CATERPILLAR	305.5E	MINI EXCAVATOR
2011	CATERPILLAR	320DLRR	BACKHOE 320
2010	BETTER	TRAILER	TRAILER - MOWER
2014	CATERPILLAR	420FIT	BACKHOE 420
2008	VAC-CON	V311LHA	VAC TRUCK /
2008	CATERPILLAR	430E IT	BACKHOE 430
1988	KUBOTA	17HP	MOWER - KUBOTA
2001	ECONOLINE	LP328TE	TRAILER - 3 AXLE
2006	CATERPILLAR	M318C	RUBBER TIRE
2000	CASE	590	BACKHOE CASE
1992	SULLIVAN	D185Q	AIR COMPRESSOR -
YEAR	MAKE	MODEL	DESCRIPTION
432061 WATER / SEWER_2 (cont'd)			
1989	MASSEY	240	TRACTOR- MASSEY
1986	LEROI	O185DPE	AIR COMPRESSOR -
1985	SRECO	HM-156	ROD MACHINE
2005	BOBCAT	435HAG	MINI EXCAVATOR
1990	SULLIVAN	D750	AIR COMPRESSOR -
1990	REEL	REEL	TRAILER -
2001	VAC-TRON	VT16	VAC TRON TRAILER
2000	EAGER	20HALX	TRAILER - HEAVY
2000	MID	TRAILER	TRAILER - SINGLE
1994	TRAILER	TRAILER	TRAILER - GODWIN
1990	MODERN	TRAILER	TRAILER - SINGLE
2000	STEINER	TRACTOR	TRACTOR-MEDIUM
1990	MODERN	TRAILER	TRAILER - TRENCH

1997	HEWR H&H	TRAILER	TRAILER - PIPE
1992	MODERN	TRAILER	TRAILER - UTILITY
2005	KENWORT	T300	SEWER FLUSHER
1999	FORD	F150	VALVE EXERCISING
2003	FORD	E350	CAMERA VAN E350
1990	CHEVROLET	G30	EMERGENCY
2002	KENWORT	T300	DUMP TRUCK
2002	CHEVROLET	S10	CHEVY S10
2005	FORD	F450	DUMP TRUCK 1 TON
1999	INTERNATI	4900	DUMP TRUCK
1999	FORD	F450	CREW TRUCK F450
2000	FORD	F550	CREW TRUCK F550
1997	FORD	F350	CREW TRUCK F350
2008	INTERNATI	7400	VAC TRUCK /
1991	CHEVROLET	K3500	1991 CHEVY 3500
2012	KENWORTH	T370	DUMP TRUCK
2006	JEEP	GRAND CHERKOKEE	JEEP GRAND CHEROKEE
2008	FORD	F150	TRUCK F150 FUEL
YEAR	MAKE	MODEL	DESCRIPTION
432061 WATER / SEWER_2 (cont'd)			
2007	FORD	F150	TRUCK F150 FIELD
2015	GO-4	INTERCE	SCOOTER 3 WHEEL
2015	RAM	5500	CREW TRUCK RAM
2016	FORD	F550	CREW TRUCK F550
2016	CHEVROLET	COLORADO	CHEVY COLORADO
2017	KENWORTH	T370	DUMP TRUCK
2017	RAM	5500	DUMP TRUCK 1 TON
2018	CHEVROLET	COLORADO	CHEVY COLORADO
2018	CHEVROLET	COLORADO	CHEVY COLORADO
2018	CHEVROLET	COLORADO	CHEVY COLORADO
2018	RAM	5500	CREW TRUCK RAM
2021	KENWORT	T370	2021 KENWORTH
2020	FORD	EXPLORER	2020 FORD
2019	RAM	5500	2019 RAM 5500

452041 STORM WATER CONTROL			
2017	FORD	ESCAPE	2017 FORD ESCAPE
2016	RAVO	5-SERIES	2016 RAVO 540
2015	RAVO	5-SERIES	2015 RAVO 540
452061 UTILITY BILLING - SEWER			
2008	WERRES	GO-4	SCOOTER 3 WHEEL
2014	SUBARU	CROSSTREK	SUBARU
2012	FORD	ESCAPE	FORD ESCAPE
2007	CHEVROLET	COLORADO	CHEVY COLORADO
462061 SEWER PUMP STATION			
1997	FORD	F350	PUMP TRUCK F350
2005	FORD	EXPLORE	EXPLORER 4 DR
2008	FORD	F250	PUMP TRUCK F250
2018	CHEVROLET	COLORADO	CHEVY COLORADO
2018	CHEVROLET	COLORADO	CHEVY COLORADO
2019	RAM	2500	2019 RAM 2500 4X4
2021	CHEVROL	SILVERADO	2021 CHEVY
YEAR	MAKE	MODEL	DESCRIPTION
612141 CENTRAL GARAGE DIRECT			
1996	YAMAHA	GOLF	G16A GOLF CART
2008	KOMATSU	FG25T-16	KOMATSU FORKLIFT
2014	TENNANT	5700	TENNANT 5700
2015	SPEEDAIR	6EWK6	SPEEDAIR GEN AND
2005	YAMAHA	JUO	2005 GOLF CART
2020	FORD	F550	2020 FORD F550
2003	FORD	EXPLORER	2003 FORD
2013	CHEVROL	2500HD	2013 CHEVROLET
622081 SCHOOL BUSES DIRECT			
2016	KAWASAKI	MULE	2016 KAWA MULE
2014	I C	NTEGRA	2014 53 PASS I C
2014	I C	NTEGRA	2014 77 PASS I C
2012	I C	INTEGRA	2012 7 S 3 W IC
2015	I C	NTEGRA	2015 77 PASS I C
2011	I C	CE SB	2011 9 S 2 W IC

2011	IC	CE SB	2011 77 PASS IC
2012	IC	CE SB	2012 77 PASS IC
2012	IC	CE SB	2012 77 PASS IC
2012	IC	CE SB	2012 77 PASS IC
2016	IC	INTEGRA	2016 12 S 1W IC
2016	IC	INTEGRA	2016 77 PASS IC
2016	IC	INTEGRA	2016 11 S 2W IC
2016	IC	INTEGRA	2016 77 PASS IC
2016	IC	INTEGRA	2016 77 PASS IC
2009	IC	CE SB	2009 77 PASS IC
2009	IC	CE SB	2009 77 PASS IC
2009	IC	CE SB	2009 53 PASS IC
2009	IC	CE SB	2009 77 PASS IC
2009	IC	CE SB	2009 37 PASS IC
2008	IC	CE SB	2008 77 PASS IC
2008	IC	CE SB	2008 77 PASS IC
YEAR	MAKE	MODEL	DESCRIPTION
622081 SCHOOL BUSES DIRECT (cont'd)			
2008	IC	CE SB	2008 77 PASS IC
2006	IC	RE SB	2006 77 PASS IC
2006	IC	RE SB	2006 77 PASS IC
2006	IC	RE SB	2006 77 PASS IC
2006	IC	RE SB	2006 77 PASSIC
2005	IC	CE SB	2005 52 PASS IC
2005	IC	RE SB	2005 77 PASS IC
2005	IC	RE SB	2005 77 PASS IC
2002	IC	IC3S530	2002 47 PASS IC
2002	IC	RE SB	2002 77 PASS IC
2005	IC	CE SB	2005 47 PASS IC
2002	IC	IC3S530	2002 47 PASS IC
2006	IC	RE SB	2006 77 PASS IC
2002	IC	IC3S530	2002 47 PASS IC
2002	IC	IC3S530	2002 47 PASS IC
2005	IC	CE SB	2005 8 S 3 W IC

2004	I C	CE SB	2004 47 PASS IC
2004	I C	RE SB	2004 77 PASS IC
2004	I C	RE SB	2004 77 PASS IC
2004	I C	RE SB	2004 77 PASS IC
2005	I C	RE SB	2005 77 PASS IC
2004	I C	RE SB	2005 77 PASS IC
2003	FORD	WINDSTAR	2003 FORD
2021	I C	INTEGRA	2021 77 PASS IC
2021	I C	INTEGRA	2021 77 PASS IC
2021	I C	INTEGRA	2021 77 PASS IC
2021	I C	INTEGRA	2021 53 PASS IC
2020	I C	INTEGRA	2020 11 S 2W IC
2020	I C	INTEGRA	2020 77 PASS IC
2020	I C	INTEGRA	2020 77 PASS IC
2018	I C	INTEGRA	2018 77 PASS IC
YEAR	MAKE	MODEL	DESCRIPTION
622081 SCHOOL BUSES DIRECT (cont'd)			
2018	I C	INTEGRA	2018 77 PASS IC
2018	I C	INTEGRA	2018 77 PASS IC
2018	I C	INTEGRA	2018 77 PASS IC
2018	I C	INTEGRA	2018 77 PASS IC
2018	I C	INTEGRA	2018 77 PASS IC
2018	I C	INTEGRA	2018 77 PASS IC
632081 FIELD TRIP AND CHARTERS			
2020	IC	INTEGRA	2020 77 PASS IC
2001	BLUEBIRD	A3RE	2001 77 PASS BB
2002	THOMAS	SAFE-T-	2002 78 PASS TH
2008	I C	RE SB	2008 77 PASS IC
2017	IC	INTEGRA	2017 77 PASS IC
2016	I C	INTEGRA	2016 77 PASS IC
662141 CENTRAL GARAGE INDIRECT			
2015	FORD	F250	2015 FORD F250 4X4
710171 PARKS & RECREATION			
2013	CHEVROLET	C450	2013 CHEVROLET

2013	CHEVROLET	C450	2013 CHEVROLET
710271 PARKS AND REC FIELD MAINT.			
2003	GRAVELY	992068	2003 GRAVELY 260Z
2016	BETTER	BH2222D	BETTER BUILD 83"
2016	VENTRAC	4500P	MOWER
2013	TORO	GROUND	2013 TORO
2003	MEYERS	SNOWPL	SNOWPLOW
2011	TORO	30534	TORO GROUND
2006	ARSENAL	TRAILER	BLACK TRAILER
0	CASE-IH	235	4 WHEEL DRIVE
2003	MEYERS	SNOWPL	SNOWPLOW
2019	BETTER	BH1821D	2019 BETTER BUILT
2022	CURRAHEE	L508	CURRAHEE TRL
2019	BETTER	TRAILER	
YEAR	MAKE	MODEL	DESCRIPTION
710271 PARKS AND REC FIELD MAINT. (cont'd)			
0	ONAN	150DGFA	ONAN GENERATOR
2018	EXMARK	60" S	2018 EXMARK 60" S-
2018	EXMARK	60" S	2018 EXMARK 60" S-
2014	TORO	4500	2014 TORO 4500
2012	JOHN	2030A	2012 JOHN DEERE
1960	SNOWCO	TRAILER	SNOWCO UTL 1154
1974	FERREE	FERREE	TRAILER FOR #460
1987	SNOWCO	20-009	TRAILER T-500
1980	JOHN	317	JOHN DEER LAWN
1990	HUDSON	HSE 16'	16' TRAILER
1997	PEQUEA	414DO	DUAL AXLE TRAILER
2004	TORO	30242	228D
1998	KUBOTA	M540-	1998 M5400 UNITILY
1979	FORD	3600	MOWING TRACTOR
2016	MISC.	MISC.	PARKS & REC. Misc.
1998	KUBOTA	M540-	1998 M5400 UNITILY
1998	WOODS	RM990-3	WOODS MOWER
1971	ECONOMY		TRACTOR

1995	CASE	SKIDLOA	1840 SKID LOADER
1998	TORO	30795	1998 TORO 325-D
2000	CASE	570LXT	2000 CASE LOADER
2000	CASE	RIDING	RIDING TRACTOR
1988	TORO	MOWER	LAWNMOWER-
2001	TORO	GM223D	223 DIESEL
2000	CASE	C60	C60 TRACTOR WITH
2000	CASE	C60	C60 TRACTOR / RMT
1992	CASE	590	RUBBER TIRE
2014	FORD	F250	2014 FORD F-250
2013	FORD	F350	2013 FORD F-350
2013	CHEVROLET	2500HD	2013 CHEVROLET
2016	CHEVROLET	3500	2016 CHEVROLET
YEAR	MAKE	MODEL	DESCRIPTION
710271 PARKS AND REC FIELD MAINT. (cont'd)			
2007	FORD	F150	2007 FORD SUPER
2008	FORD	F250	REG. CAB 4X4
2002	CHEVROLET	1500	2002 CHEVY CARGO
2000	FORD	EXPLORER	2000 FORD
1992	CHEVROLET	KODIAK	SEWER FLUSHER
2002	CHEVROLET	3500	3500 CHEVROLET 1
2003	CHEVROLET	2500	3/4 TON 4X4
1997	FORD	F250	1997 FORD 4.6 F250
2005	FORD	F350	F350 4X4 SUPER
2006	CHEVROLET	1500	2006 CHEVY 4X4
1987	CHEVROLET	C30	1 Ton DUMP TRUCK
2003	CHEVROLET	2500	3/4 TON 2500 4X4
2005	CHEVROLET	IMPALA	2005 CHEVY IMPALA
2005	CHEVROLET	G2500	PANEL VAN
2000	FORD	F150	2000 FORD F150 XL
2018	FORD	EXPLORE	2018 FORD
2020	CHEVROLET	COLORADO	2020 CHEVORLET
2020	CHEVROLET	COLORADO	2020 CHEVORLET
2019	FORD	F250	2018 FORD F 250

2020	CHEVROLET	SILVERADO	2020 CHEVROLET
2022	CHEVROLET	SILVERADO	2022 CHEVY
2021	FORD	F150 4X4	2021 FORD F150 4X4
2022	FORD	ESCAPE	2022 FORD ESCAPE
2022	CHEVROLET	SILVERADO	2022 CHEVY
712141 CENTRAL STORES			
2006	CLARK	ECG25-T	ELECTRIC FORK
2002	CHEVROLET	1500	2002 CHEVY 1/2 TON
730271 GOLF COURSE			
2001	YAMAHA	ATV	YAMAHA ALL
2001	YAMAHA	ATV	YAMAHA ALL
2001	MID	TRAILER	MID ATLANTIC
YEAR	MAKE	MODEL	DESCRIPTION
730271 GOLF COURSE (cont'd)			
2000	YAMAHA	ATV	YAMAHA ALL
2001	YAMAHA	ATV	YAMAHA ALL
1990	TORO	MOWER	LAWNMOWER-
1993	TORO	30223	GROUNDMASTER
2018	FORD	F150	2018 FORD F-150
7734 MULTI-DEPTS			
1999	VOLVO	AUTOCAR	ROAD TRACTOR
1988	VOLVO	FE6	1988 VOLVO SINGLE
2012	FORD	TRANSIT	2012 FORD TRANSIT
810121 PLANNING COMMISION			
2015	JEEP	COMPASS	2015 JEEP
810521 ECONOMIC DEVELOPMENT			
2020	FORD	EXPLORER	2020 FORD
810821 TOURISM			
2022	FORD	EXPLORER	2022 FORD
812081 TRANSIT BUSES DIRECT			
2010	JOHN DEERE	1028E	2010 JOHN DEERE
2016	KAWASAKI	MULE	2016 KAWA MULE
2020	FORD	EXPLORER	2020 FORD
2021	GILLIG	G27B	GILLIG TRANSIT BUS

2021	GILLIG	G27B	GILLIG TRANSIT BUS
2021	GILLIG	G27B	GILLIG TRANSIT BUS
2021	GILLIG	G27B	GILLIG TRANSIT BUS
2021	GILLIG	G27B	GILLIG TRANSIT BUS
2021	GILLIG	G27B	GILLIG TRANSIT BUS
2021	GILLIG	G27B	GILLIG TRANSIT BUS
2014	FORD	EXPLORER	2014 FORD
2015	GILLIG	G27B102	GILLIG TRANSIT BUS
2015	GILLIG	G27B102	GILLIG TRANSIT BUS
2015	GILLIG	G27B102	GILLIG TRANSIT BUS
2014	GILLIG	G27B102	GILLIG TRANSIT BUS
YEAR	MAKE	MODEL	DESCRIPTION
812081 TRANSIT BUSES DIRECT (cont'd)			
2014	GILLIG	G27B102	GILLIG TRANSIT BUS
2014	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	FORD	ESCAPE	2016 FORD ESCAPE
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2016	GILLIG	G27B102	GILLIG TRANSIT BUS
2015	GILLIG	G27B102	GILLIG TRANSIT BUS
2013	FORD	ESCAPE	2013 FORD ESCAPE
2005	FORD	EXPLORER	2005 FORD
2013	GILLIG	G27B102	GILLIG TRANSIT BUS
2013	GILLIG	G27B102	GILLIG TRANSIT BUS
2009	FORD	TAURUS	2009 FORD TAURUS
2011	GILLIG	G27B102	GILLIG TRANSIT BUS
2011	GILLIG	G27B102	GILLIG TRANSIT BUS
2011	GILLIG	G27B102	GILLIG TRANSIT BUS
2011	GILLIG	G27B102	GILLIG TRANSIT BUS

2011	GILLIG	G27B102	GILLIG TRANSIT BUS
2011	GILLIG	G27B102	GILLIG TRANSIT BUS
2011	GILLIG	G27B102	GILLIG TRANSIT BUS
2010	FORD	E450	2010 FORD E450
2000	FORD	F150	2000 FORD F150 4X4
1981	CHECKER	A 11	1981 CHECKER
2004	FORD	RANGER	2004 FORD TR
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
YEAR	MAKE	MODEL	DESCRIPTION
812081 TRANSIT BUSES DIRECT (cont'd)			
2007	FORD	500	2007 FORD 500
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
2009	GILLIG	G27B102	GILLIG TRANSIT BUS
2006	FORD	TAURUS	2006 FORD TAURUS
2002	CHEVROL	TRAILBLAZER	2002 4 DOOR
820241 BLACKS RUN GREENWAY			
2018	BETTER	BH1010	2018 BLK 7X12
2018	KAWASAKI	MULE	2018 KAWA MULE
2018	CHEVROLET	COLORADO	2018 CHEVORLET
852081 PARA TRANSIT			
2018	FORD	E450 /	2018 FORD E450
2017	FORD	E450 /	2017 FORD E450
2016	DODGE	BRAUN	2016 DODGE
2021	FORD	E450 /	2021 FORD E450
2021	FORD	E450 /	2021 FORD E450
2019	FORD	E450 /	2019 FORD E450
2019	FORD	E450 /	2019 FORD E450
2015	FORD	E450 /	2015 FORD E450
2015	FORD	E450 /	2015 FORD E450

2015	FORD	E450 /	2015 FORD E450
2015	FORD	E450 /	2015 FORD E450
2015	DODGE	BRAUN	2015 DODGE
862081 TRANSIT BUSES INDIRECT			
0	KOHLER	250REOZ	KOHLER
2018	VENTRAC	MS600	VENTRAC 60"
2014	VENTRAC	VENTRA	2014 VENTRAC
2013	CASE	CA 115U-	2013 CASE IH 115U
2013	CASE	CA L735	2013 CASE CA 735
YEAR	MAKE	MODEL	DESCRIPTION
862081 TRANSIT BUSES INDIRECT (cont'd)			
2013	WOODS	RD990X	2013 WOODS
2013	BLUE	84" HYD	2013 BLUE DIAMOND
2009	YAMAHA	JW1	2009 YAMAHA GOLF
2009	YAMAHA	JW1	2009 YAMAHA GOLF
2012	CHEVROLET	IMPALA	2012 CHEVY IMPALA
2003	FORD	EXPLORER	2003 FORD SUV 4
1994	CHEVROLET	2500	1994 CHEVY
922041 REFUSE COLLECTION			
2006	BETTER	PROS-	PROROLL OFF
2013	KENWORTH	T370	2013 KENWORTH W
2013	KENWORTH	T370	2013 KENWORTH W
2015	KENWORTH	T370	2015 KENWORTH W
2015	CHEVROLET	3500	2015 CHEVROLET
2015	KENWORTH	T370	2015 KENWORTH W
2015	KENWORTH	T370	2015 KENWORTH W
2020	CHEVROLET	COLORA	2020 CHEVORLET
2017	KENWORTH	T370	2017 KENWORTH W
2018	KENWORTH	T370	2018 KENWORTH W
962042 SOLID WASTE MANAGEMENT			
1981	GENERATOR	6898-2	GEN
1986	HESSTON	70-66	TRACTOR
2001	TERMINATOR	5000	SHREADER
1986	CUB CADET	169-130-	WALK BEHIND

1994	BOBCAT	743-B	1994 BOBCAT 60"
1999	BOBCAT	753	1999 BOBCAT 753 F
2001	CASE	590	CASE 590 SUPER M
2013	0	0	REBEL CRUSHER
2013	CATERPILLAR	908H2	2013 Caterpillar
2016	CAT	926M	2016 CAT 926M
2020	FORD	F250	2020 FORD F 250
2015	ISUZU	NPR HD	2015 ISUZU NPR HD
YEAR	MAKE	MODEL	DESCRIPTION
962042 SOLID WASTE MANAGEMENT (cont'd)			
2015	ISUZU	NPR HD	2015 ISUZU NPR HD
2009	MACK	GU813	2009 MACK ROLL-
2008	GMC	W4	CAB OVER
2001	INTERNATI	SF2674	ROLLOFF TRUCK
HCS - HARRISONBURG CITY SCHOOL			
2003	ONAN	10HDCAC	GENEATOR ON
2008	NEW	T2410	COMPACT TRACTOR
2022	TRAILSTAR	KAYAK	2022 TRAILSTAR
2020	SURETRAC	20' 7 ton	SURETRAC 20' 7 ton
1988	ALL	MOWER	LAWN MOWERS
1988	INTERNATI	TRACTOR	1988 4-WHEEL
2003	MICS	MICS	FUEL FOR RENTED
2003	FABRIQUE	5 TON	DUAL AXLE TILT
2001	FORD	TAURUS	2001 FORD TAURUS
2000	FORD	CROWN VICTORIA	4 DOOR CROWN VIC
2003	FORD	WINDSTAR	2003 FORD
2006	CHEVROLET	2500	3/4 TON 4X4 W TOOL
2005	CHEVROLET	3500	4X4 DULLEY DUMP
2002	FORD	TAURUS	4 DOOR SEDAN 3.0
2001	CHEVROLET	K2500	K2500 PICKUP WITH
1998	CHEVROLET	K2500	1998 CHEVY 4X4
2001	CHEVROLET	MALIBU	4 DOOR SEDAN
2003	CHEVROLET	K2500	K2500 PICKUP W
2005	FORD	CROWN VICTORIA	2005 FORD CROWN

2007	CHEVROLET	G3500	CARGO VAN
1990	CHEVROLET	P30	1990 CHEVROLET
2008	FORD	FUSION	4 DR. SEDAN
2008	FORD	FUSION	4 DR. SEDAN
2002	CHEVROL	3500	REG CAB BUCKET
2008	FORD	TAURUS	2008 FORD TARUS
2007	FORD	EXPLORER	2007 FORD 4X4
YEAR	MAKE	MODEL	DESCRIPTION
HCS - HARRISONBURG CITY SCHOOL (cont'd)			
2010	DODGE	GRAND CARAVAN	2010 DODGE GRAND
2013	CHEVROLET	SILVERADO	2013 CHEVROLET
2014	DODGE	GRAND CARAVAN	2014 DODGE
2015	DODGE	GRAND	2015 DODGE GRAND
2016	CHEVROLET	EXPRESS	2016 CHEVROLT
2004	BLUE BIRD	MPV	2004 BLUE BIRD
2019	DODGE	CARAVAN	2019 DODGE
2019	DODGE	CARAVAN	2019 DODGE
2017	CHEVROL	2500	2017 CHEVY REG
2018	DODGE	CARAVAN	2018 DODGE
2021	SURE	TRAILER	2021 SURE TRAC
2018	CARRY-ON	TRAILER	2018 CARRY-ON
2003	MID	UTILITY	2003 MID ATLANTIC
2014	BETTER	UTILITY	2014 BETTER BUILT
2020	FORD	TRANSIT	2020 FORD TRANSIT
2020	DODGE	CARAVAN	2020 DODGE
2020	DODGE	CARAVAN	2020 DODGE
2020	CHEVROLET	SILVERADO	2020 Chevrolet
HEC			
2020	CAT	BACKHO	420F2AC
2021	FREIGHTLINER	M2106	FREIGHTLINER
HHRA			
2015	FORD	TRANSIT	2015 FORD TRANSIT
1996	KUBOTA	B6100HS	KUBOTA TRACTOR
1996	WOODS	RM48YM	WOODS MOWER

1996	KUBOTA	F2100	KUBOTA FRONT
1996	KUBOTA	RC60-F24	MOWER FOR F2100
1997	MID	TRAILER	1997 UTILITY
2016	FORD	F150	F150 REG CAB 4X4
2013	MAZDA	MAZDA II	MAZDA II
1992	FORD	F150	1992 FORD 4X4 F150
YEAR	MAKE	MODEL	DESCRIPTION
HHRA (cont'd)			
1991	GMC	1500	4X4 GMC SIERRA
2004	CHEVROLET	G1500	G 1500 CARGO VAN
2004	CHEVROLET	MALIBU	4 DOOR SEDAN
2006	FORD	RANGER	EXT CAB 4X4

ATTACHMENT N. WORK ORDER INFORMATION

The following table reflects the Central Garage's monthly work order totals from July 1, 2020 through June 30, 2021.

MONTH	MONTHLY WORK ORDER TOTAL
JULY 2020	671
AUGUST 2020	1017
SEPTEMBER 2020	981
OCTOBER 2020	947
NOVEMBER 2020	883
DECEMBER 2020	813
JANUARY 2021	536
FEBRUARY 2021	786
MARCH 2021	917
APRIL 2021	804
MAY 2021	707
JUNE 2021	704
ESTIMATED TOTAL OF WORK ORDERS:	9766

ATTACHMENT O. TASK CODE INFORMATION

The following table reflects the Central Garage's total parts purchases from July 1, 2020 through June 30, 2021 broken down by task code. The City does not purchase based on commodity code. Totals listed below are estimates only, not exact figures.

TASK CODE GROUP	YEARLY TOTAL
TIRES	\$217,960.24
SHOP SUPPLIES AND MISC CHARGES	\$72,536.14
FUEL SYSTEM, IGNITION SYSTEM	\$73,850.41
BRAKES	\$65,074.92
EXHAUST SYSTEM	\$64,152.58
EMISSIONS, AIR INTAKE SYSTEM	\$113,153.67
POWER PLANT	\$47,722.78
COOLING SYSTEM	\$44,494.52
BATTERY, CRANKING	\$33,025.71
HYDRAULIC SYSTEM	\$31,861.24
BODY, INTERIOR, LIGHTING, WIPER	\$75,644.15
CHARGING SYSTEM	\$22,379.80
STEERING, SUSPENSION	\$31,610.22
AXLES, DRIVE SHAFT, TRANSMISSION	\$61,951.05
ACCESSORIES GEN, ELECTRICAL, RADIO	\$19,418.96
INSPECTION AND FLUID CHECKS	\$13,908.32
HEATING AND AIR CONDITIONING	\$19,774.43
GLASS, MIRRORS AND WINDOWS	\$8,264.62
INST, GAUGES, ELECTRICAL, WIRING	\$19,695.30
CLEANING/WASHING, COVID 19 RELATED ITEM	\$14,204.85
POLLUTION, CABLES, CONTROLS, COMPRESSION, BROOMS, SALT SPEADER, SPECIALIZED EQUIPMENT, OFF ROAD EQUIPMENT	\$3,475.17
TRAILERS, HITCHES, PLOWS, MOWING EQUIPMENT	\$12,361.49
ESTIMATED TOTAL:	\$1,066,520.57
TASK CODE GROUP	YEARLY TOTAL

ATTACHMENT P. SUPPLIER REFERENCE LIST

Indicate below a listing of at least five (5) of your company's current suppliers which provide a significant portion of your company's annual expenses. City reserves the right to contact the suppliers listed below regarding your company.

Supplier #1

Company: _____

A/R Contact Person: _____

A/R Phone #: _____

A/R Email: _____

Total Annual Purchases Made from Supplier:
\$ _____

Length of Supplier Relationship (Years):

Supplier #2

Company: _____

A/R Contact Person: _____

A/R Phone #: _____

A/R Email: _____

Total Annual Purchases Made from Supplier:
\$ _____

Length of Supplier Relationship (Years):

Supplier #3

Company: _____

A/R Contact Person: _____

A/R Phone #: _____

A/R Email: _____

Total Annual Purchases Made from Supplier:
\$ _____

Length of Supplier Relationship (Years):

Supplier #4

Company: _____

A/R Contact Person: _____

A/R Phone #: _____

A/R Email: _____

Total Annual Purchases Made from Supplier:
\$ _____

Length of Supplier Relationship (Years):

Supplier #5

Company: _____

A/R Contact Person: _____

A/R Phone #: _____

A/R Email: _____

Total Annual Purchases Made from Supplier:
\$ _____

Length of Supplier Relationship (Years):

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

ATTACHMENT Q. COST AUDIT PRICING LIST

Year	Make	Model	VIN Number	Part Description	Vendor	Price of Part
1997	KME	LADDER	1K9AF6482VN058540	RIGHT EXHAUST MANIFOLD		\$
1999	CHEVY	TAHOE	1GNEK13R2XJ461793	EGR VALVE		\$
2004	IC	77 PASS SCHOOL BUS	4DRBJABN04A966543	INTERIA COVER FOR AC UNIT FRONT		\$
2014	FORD	EXPLORER	1FM5K8B80EGB27617	FRONT DISC BRAKE PAD		\$
2014	FORD	EXPLORER	1FM5K8B80EGB27617	FRONT BRAKE ROTOR		\$
2007	CHEVROLET	COLORADO 4X4	1GCDT13E078172790	BLOWER MOTOR		\$
1999	INTERNATIONAL	4900	1HTSDADR4YH696051	FUEL FILTER		\$
2007	CHEVROLET	K2500	1GBHK24U27E187586	NEW STARTER		\$
2001	CASE	590 SUPER M BACKHOE	JJG0287150	FUEL SENDER UNIT		\$
2001	INTERNATIONAL	4700	1HTSCABR71H386035	FRONT OIL COOLER		\$
2000	CASE	4X4 590SL BACKHOE	JJG0285949	RADIATOR		\$
2015	FORD	E450 STARCRAFT	1FDFE4FSOFDA17714	OIL FILTER		\$
2004	GMC	C7500	1GDM7C1C84F506004	BATTERY		\$
2014	FORD	EXPLORER /POLICE	1FM5K8B89EGB27616	POLICE TIRE FORTERRA P24565R17		\$
2005	IC	47 PASS SCHOOL BUS	4DRBUAFL95A987652	CROSSING ARM MOTOR		\$
SHOP	N/A	N/A	1 CASE, BKMAT152UM	PIG ABSORBANT PADS		\$
SHOP	N/A	N/A	1 BOX 100 CT	NITRILE GLOVES		\$
2013	KENWORTH	T370	2NKHHN8X8DM365477	REAR BRAKE DRUM		\$
2009	MACK	GU813	1M2AX13C39M006243	11R225 PRM 215 DH855		\$
2013	FORD	TAURUS	1FAHP2M88DG212710	AXLE SHAFT FRONT LEFT		\$

****Complete & return this document with proposal submission (COLUMNS IN YELLOW).***