REQUEST FOR FAX QUOTE *THIS IS NOT AN ORDER*

Please complete and return this form with your quotation

RETURN FAX NUMBER (540) 982-2703

GREAT ROANOKE TRANSIT COMPANY (GRTC)
d/b/a VALLEY METRO
1108 Campbell Avenue, S.E.
Roanoke, Virginia 24013

DATE: November 6, 2017 **RFQ# 17-GRTC-1106** **RADIO EQUIPMENT**	**RESPOND BY: November 21, 2017** (if your response is not received by 2:00 p.m. on **November 21, 2017**, your quotation may not be considered)
From: Tiffany Ollie, Purchasing Supervisor E-mail Address: tollie@valleymetro.com Telephone number: (540) 982-0305 ext. 116 Fax number: (540) 982-2703	**DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE STATED BELOW.** **Specifications- Attachment A** **Insurance Requirements- Attachment B** **Purchase Order Terms and Conditions- Attachment C** **Federal Transit Administration Terms, Conditions, and Certifications- Attachment D**

PUBLIC NOTICE OF AWARD: Public notice of purchase order/ contract award will be posted at GRTC's Administration Building on the first floor in the showcase at 1108 Campbell Avenue, S.E., Roanoke, Virginia 24013. The posting will also be posted on the Valley Metro website, www.valleymetro.com. Award information may also be obtained by contacting the purchasing agent whose name appears on this solicitation.

Description	Estimated Qty.	Unit of Measure	Quote Price
Radio Equipment	Lump Sum	Each	
Total			

***QUOTE PRICE SHALL INCLUDE SHIPPING AND HANDLING CHARGES.**

Please note that the estimated quantity listed in this Request for Fax Quote is an estimate only and is given for the information of Bidders and for the purpose of bid evaluation. This estimated quantity does not indicate the actual number of items that may be requested by GRTC.

NOTE: GRTC invites qualified Bidders to provide a quote. GRTC reserves the right to cancel or reject the Request for Fax Quote or reject any or all quotes to waiver any informalities in any quote and to purchase any whole or part of the items or services listed in the Request for Fax Quote. Fax quote is good for 60 days.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)	**FEDERAL TAXPAYER NUMBER (ID#)**		**DELEVERY DATE**
BUSINESS NAME/ DBA NAME/ TA NAME (If different than the Full Legal Name)	**FEDERAL TAXPAYER NUMBER** (If different than the ID# above)		**PAYMENT TERMS** **Net 30**
BILLING NAME (Company name as it appears on your invoice)	**FEDERAL TAXPAYER NUMBER** (If different than ID# above)		
PURCHASE ORDER ADDRESS	**PAYMENT ADDRESS**		
CONTACT NAME/ TITLE (PRINT)	**SIGNATURE (IN INK)**		**DATE**
E-MAIL ADDRESS	**TELEPHONE NUMBER**	**TOLL FREE TELEPHONE NUMBER**	**FAX NUMBER**
BUSINESS CLASSIFICATION ◊ **LARGE**	◊**SMALL**	◊ **MINORITY –OWNED**	◊**WOMEN-OWNED**

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under title Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

A._____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B._____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C._____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

_____

_____

_____

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

***Bid submittal shall include pages 1-4, of the Request for Fax Quote and page 23 and 24**.

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ATTACHMENT A TO
FAX QUOTE # 17-GRTC-1106
RADIO EQUIPMENT

PURPOSE.

The purpose of this Request for Fax Quote (RFQ) is for the procurement of Motorola radio equipment which consist of portable handhelds, docking stations and any related equipment.

BACKGROUND.

The Roanoke Valley Radio System is a digital trunked, 4 site simulcast 800 MHz Analog Simulcast Trunking failsoft system with conventional back up sites. The trunk system permits a large number of users to share a relatively small number of communication paths or trunks. The City of Roanoke's (City) digital system is 22 trunks. The Fire & Rescue, Police, Parks and Recreation, and General Services all share available trunks (all radios). The system has approximately 800 portables and 650 mobile radios. This sharing of communication paths is managed automatically by a computer. Of the 22 channels only 21 can be used for voice conversations. Every day one channel is used as a "control channel" which assigns radios in the field channel each time they transmit. Control channel is constant communication through all sites to keep all synced together and to assign which radio gets which channel. The "channel" or "TAC" names on your radio actually refer to what is called a "talkgroup". Each individual radio has a unique I.D. the controller can identify. A talkgroup is a method (programming) the system uses to group together radios so they will only communicate with radios in the same talkgroup. Simulcast systems consist of more than one radio site that simultaneously transmit on the same radio frequency. This allows the user to stay on the same channel/talkgroup when roaming from one site's coverage area to another. This simplifies the user experience, as it requires no extra effort on the part of the user; transparent to user, controlled by the system. This allows the best signal to be transmitted over a wider area. Failsoft is built in back up for a system problem. All radios will sound like an open mike with a short "beep" every 9 seconds which indicates the radio controller is not operating correctly to allocate channels. If this happens the trunk system is down. Each individual radio is assigned to one of the available channels. The System is still simulcasting and using all 4 sites therefore the systems range or coverage are not compromised. The system will remain on the assigned TAC channel and will receive radio traffic. Radio discipline is very important. The City of Roanoke Radio Technology Center is responsible for the maintenance, design, removal and installation of the city's two-way radio systems.

GRTC currently operates its two-way radio system on its revenue vehicles, service vehicles, and hand held radios utilizing the City's Motorola 800MHz trunk system. The current system can operate both analog and digital radios, however, current plans are to abolish the analog system sometime in late 2019 or 2020 and only support the digital system. GRTC is in the process of upgrading its equipment in order to meet the proposed schedule.

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GRTC QUOTE FORM

Quoted price below includes a complete unit price for each line item. Bidder may submit a quote for one (1) or any combination of items listed. Unit price shall include all shipping and handling charges. All items listed below shall be manufactured by Motorola.

Qty.	Model #	Description	Unit Price	Extended Price
30	H51UCH9PW7AN	MHZ MODEL 3 PORTABLE	$	$
30	QA04865AA	TWO KNOB CONFIGURATION	$	$
30	H885BK	2 YR LITE	$	$
30	QA02756AB	TRUNKING BAUD SID	$	$
30	QA02749AA	IMPRES LI-ION 2300MAH	$	$
1	WPLN4808BR	BATTERY MAINTENANCE SYSTEM	$	$
6	WPPN4097BR	BATTERY ADAPTER- NICD & NIMH	$	$
2	WPLN4219B	IMPRES MUC W/ DISPLAY	$	$
28	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC	$	$
2	M22URS9PW1AN	APX4500 7/800	$	$
2	Q443BU	SOFTWARE ANALOG 3600 BAUD	$	$
2	QA02756AD	3600 OR 9600 TRUNKING SINGLE SYSTEM	$	$
2	G876AB	HANDSET/HANGUP COILED CABLE	$	$
2	QA01749AB	SW KEY SUPPLEMENTAL DATA	$	$
2	GA00229AA	GPS ACTIVATION	$	$
2	G24AX	ENH 2 YR SFS LITE	$	$
2	GA00804AA	APX O2 CONTROL HEAD	$	$
2	G444AH	APX CONTROL HEAD SOFTWARE	$	$
2	G610AC	REMOTE MOUNT CBL 30 FEET	$	$
2	G67CF	REMOTE MOUNT MID POWER	$	$
2	GA00235AA	NO GPS ANTENNA NEEDED	$	$
2	B18CR	AUXILARY SPKR 7.5 WATT	$	$
2	QA03161AB	ENH Li P25 9600 TRUNKING ONLY	$	$
2	G996BD	PROGRAMMING OVER P25 (OTAP)	$	$
2	GA00229AA	GPS ACTIVATION	$	$
2	W947AZ	RADIO PACKET DATA	$	$
				$

*Equipment shall have capabilities to be programmed for both analog and digital system.

*Delivery address for the above items is at the Greater Roanoke Transit Company located at 1108 Campbell Avenue SE, Roanoke, VA 24013.

*All equipment set forth in this IFB shall be delivered NO LATER THAN December 29, 2017
Pricing shall include all standard manufacturer warranties, assembly, and delivery.

GRTC may elect to award on a line item basis or lump sum, whichever is most advantageous for GRTC.

ATTACHMENT B TO
FAX QUOTE 17-GRTC-1106
RADIO EQUIPMENT

INSURANCE REQUIREMENTS

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to GRTC, and such proof has been approved by GRTC. The Contractor confirms to GRTC that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.

B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. GRTC, Southwestern Virginia Transit Management Company, Inc., First Transit, Inc., the City of Roanoke, and their officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing GRTC's General Manager of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Accord certificate of insurance along with one of the following types of additional insured endorsements:

(1) ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement otherwise known as a blanket additional insured endorsement. The coverage shall extend to GRTC, Southwestern Virginia Transit Management Company, Inc., First Transit, Inc., the City of Roanoke, and their officers, employees, agents, assigns, and volunteers. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to GRTC, Southwestern Virginia Transit Management Company, Inc., First Transit, Inc., the City of Roanoke, and their officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, GRTC's General Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the General Manager deems acceptable. The Certificate Holder should be addressed as follows: Greater Roanoke Transit Company, Attn: General Manager, 1108 Campbell Avenue, SE, Roanoke, Virginia 24013.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: $1,000,000.00

$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

$1,000,000.00 Products/Completed Operations Aggregate Limit.

$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

$1,000,000.00 each occurrence limit

(2) Automobile Liability: $1,000,000.00 combined single limit with applicable endorsement to cover waste cargo. (add: with applicable endorsement to cover waste cargo, if transporting hazardous materials).

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

$100,000.00 Bodily Injury by Accident each occurrence

$500,000.00 Bodily Injury by Disease Policy Limit.

$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

(5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against GRTC, Southwestern Virginia Transit Management Company, Inc., First Transit, Inc., the City of Roanoke, and their officers, employees, agents, assigns, and volunteers.

(6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.

(7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

(1) Contractor shall furnish GRTC's General Manager with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by GRTC's General Manager, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. GRTC does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that GRTC or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for GRTC to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

ATTACHMENT C TO
FAX QUOTE # 17-GRTC-1106
RADIO EQUIPMENT

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions.

GRTC- Greater Roanoke Transit Company (sometimes also referred to as the Buyer).
Items- All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.
Purchase Order or Order or Service Contract- The Purchase Order, Service Contract or other Document (which can include an electronic document) issued by GRTC to obtain the items identified in such document.
Vendor- The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. Invoicing.

All invoices shall be sent to:

Greater Roanoke Transit Company
1108 Campbell Avenue, S.E.
Roanoke, Virginia 24013

If any questions, contact Accounts Payable at (540) 982-0305 ext. 114

3. Termination For Default and Convenience.

A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor Services, work, or materials, GRTC may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, GRTC may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to GRTC resulting from Vendor's default. GRTC further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, GRTC may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

B. GRTC may also terminate this purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to GRTC except for payment for completed items delivered or services rendered to and accepted by GRTC.

C. GRTC may exercise GRTC's right of setoff as to any amounts GRTC may owe the Vendor. GRTC may require Vendor to transfer title and deliver to GRTC any or all items procured or produced by Vendor for performance of the work terminated.

4. Change By Vendor.

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of GRTC.

5. Changes By GRTC.

At any time GRTC may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs, or specifications; (2) method of shipping/ packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such changes causes a material increase or decrease in the cost of the items, to the time required for performance of any part of the work required by this Purchase Order, GRTC and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to GRTC of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. GRTC may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. Payment.

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property

taxes assessable upon the items prior to the receipt and acceptance by GRTC of such items shall be borne by Vendor. GRTC will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. Sale Tax Exemption.

GRTC is exempt from payment of State Sales and Use Tax on all tangible personal property Purchased or leased for GRTC's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 54-0982022**.**

8. Free on Board (F.O.B.), Risk of Loss and Title.

All prices are to be quoted F.O.B. Destination, Inside Delivery unless otherwise noted on this Purchase Order. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and acceptance by GRTC. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to GRTC upon receipt and acceptance of such items by GRTC at the designated destination.

9. Inspection.

GRTC shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. If all or some of the items delivered to GRTC do not fully conform with the provisions hereof, GRTC shall have the right to reject and return such non-conforming items.

10. Insurance.

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/ or bonds, if any, that maybe required by this Purchase Order**.**

11. Warranty.

Vendor hereby warrants that all items and work covered by this Purchase Order shall confirm to the specifications, drawings, samples, or other description furnished by GRTC and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrant that such services shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of GRTC, any items, work, material, equipment, or part or the item that is found by GRTC to be defective or not in accordance with the terms of this Purchase Order.

12. Independent Contractor.

The relationship between Vendor and GRTC is a contractual relationship. Vendor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

13. Nondiscrimination.

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Codes of Virginia, which are incorporated herein by reference.

14. Drug-Free Workplace.

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

15. Faith- Based Organization.

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that GRTC does not discriminate against Faith-based organizations.

16. Assignment.

Vendor, may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of GRTC, which consent shall not be unreasonably withheld.

17. Successors and Assigns.

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

18. Indemnification.

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

19. Governing Law and Forum Selection.

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

20. Acceptance- Entire Agreement- Modification.

Acceptance of this Purchase Order shall be limited to the terms and conditions, but such terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between GRTC and the Successful Offeror contained herein and/or incorporated herein by reference. "If the vendor wishes to add, detract, substitute or otherwise modify the content of said terms and conditions, in part or in whole, such additions, detractions, substitutions, or modifications must be conveyed to GRTC in writing five (5) business days prior to the due date and time for bids for this solicitation. During this five (5) day period, the vendor and GRTC will in good faith attempt to reconcile the terms and conditions to the satisfaction of both parties. If the reconciliation is not achieved within the five (5) day period, GRTC is not obligated to come to terms with the vendor and reserves the right to engage the next lowest bid."

This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. GRTC rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of GRTC's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon GRTC unless signed by an authorized representative of GRTC's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

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FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS, CONDITIONS AND CERTIFICATIONS

The following terms are requirements, conditions, and certifications required by the FTA. References in these terms and provisions to "Bidder", "Proposer", "Applicant", or like terms are hereby deemed to refer to the Contractor in this Contract and the Contractor shall and does hereby agree to comply with all of the FTA requirements, conditions, and certifications and to complete the required certifications in connection with this Contract.

Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

Operation of Greater Roanoke Transit Company is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Greater Roanoke Transit Company (hereinafter referred to as GRTC) and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1F. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal transit Administration (FTA).

The following solicitation provisions and required contract clauses will be incorporated by reference in any contract resulting from this Solicitation issued by GRTC. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the Bidder/Offeror to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non- responsive.

No Government Obligation to Third Parties

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

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

Program Fraud and False or Fraudulent Statements and Related Acts

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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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.

Incorporation of Federal Transit Administration (FTA) Terms

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 State requests, which would cause the State to be in violation of the FTA terms and conditions.

Notice of 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.

Access to Records and Reports

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

2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial

assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

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

Termination

Termination for Convenience (General Provision) The GRTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GRTC to be paid the Contractor. If the Contractor has any property in its possession belonging to the GRTC, the Contractor will account for the same, and dispose of it in the manner the GRTC 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 GRTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the GRTC 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 GRTC, 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.

Termination for Default (Construction Contracts only) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the GRTC may terminate this contract for default. The GRTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the GRTC may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the GRTC resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the GRTC in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

A. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the GRTC, acts of another Contractor in the performance of a contract with the GRTC, epidemics, quarantine restrictions, strikes, freight embargoes; and

B. the contractor, within [10] days from the beginning of any delay, notifies the GRTC in writing of the causes of delay. If in the judgment of the GRTC, the delay is excusable, the time for completing the work shall be extended. The judgment of the GRTC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the GRTC.

Opportunity to Cure (General Provision) The GRTC 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 GRTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from GRTC setting forth the nature of said breach or default, GRTC 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 GRTC 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 GRTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by GRTC shall not limit GRTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Title VI, Civil Rights Act of 1964, Compliance

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

(a) Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.

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

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

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

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

2. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment

Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disadvantaged Business Enterprise, 49 CFR Part 26

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.

The Federal Fiscal Year goal has been set by the GRTC in an attempt to match projected procurements with available qualified disadvantaged businesses. The GRTC's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the GRTC as set forth by the Department of Transportation Regulations 49 C.F.R. Part 26, February 2, 1999, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the GRTC may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy - It is the policy of the Department of Transportation and the GRTC that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the GRTC to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the GRTC's procurement activities is encouraged.

(b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal

funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.

(c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the GRTC may declare the contractor noncompliant and in breach of contract.

(d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the GRTC's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the GRTC and will be submitted to the GRTC upon request.

(e) The GRTC will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

The assistance may include the following upon request:

* Identification of qualified DBE
* Available listing of Minority Assistance Agencies
* Holding bid conferences to emphasize requirements.

Access Requirements for Individuals with Disabilities

The GRTC (and its Contractors) agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The GRTC (and its Contractors) also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the GRTC (and its Contractors) agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
(9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
(10) Any implementing requirements FTA may issue.

Energy Conservation

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

Recycled Products

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions. (Third Party Contracts Over $25,000)

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

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

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

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

Protest Procedures

BID / PROPOSAL PROTEST PROCEDURES

General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. GRTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Greater Roanoke Transit Company, 1108 Campbell Avenue SE, Roanoke, VA 24013. Protest submissions should

be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

(a) name, address, and telephone number of protestor,
(b) identification of contract solicitation number,
(c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
(d) a statement as to what relief is requested.

Protests must be submitted to GRTC in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.
In the procedures outlined below, the General Manager is considered to be the Contracting Officer.

Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of GRTC's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by GRTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by GRTC, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by the GRTC must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the GRTC. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the GRTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless GRTC determines that:

(a) the items to be purchased are urgently required
(b) delivery or performance will be unduly delayed by failure to make award promptly, or
(c) failure to make award will otherwise cause undue harm to GRTC or the federal government.

Protests After Award - In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by GRTC, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless GRTC determines that:

(a) the items to be purchased are urgently required
(b) delivery or performance will be unduly delayed by failure to make award promptly, or
(c) failure to make award will otherwise cause undue harm to GRTC or the federal government.

Protests to Federal Transit Administration (FTA) - Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

(a) alleged failure by GRTC to have written protest procedures or alleged failure to follow such procedures, or
(b) alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulations.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of GRTC's Contracting Officer is rendered under the GRTC protest procedure. In instances where the protestor alleges that GRTC failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of GRTC's failure to render a final determination in the protest.

Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Region III Office in Philadelphia, Pennsylvania with a concurrent copy to GRTC. The protest filed with FTA shall:

(a) include the name and address of the protestor
(b) identify the GRTC project number and the number of the contract solicitation,
(c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow GRTC's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible,
(d) include a copy of the local protest filed with GRTC and a copy of the GRTC decision, if any.

GRTC's Role and Responsibilities. The Common Grant Rules charges the GRTC with the initial responsibility to resolve protests of third party contract awards.
Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist of the following:

1. Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third party contract protest to which this circular applies, and to keep FTA informed about the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify FTA when it receives a third party contract protest to which the circular applies, and to similarly keep FTA informed about the status of the protest. The Company is expected to provide the following information:

2. Subjects. A list of protests involving third party contracts and potential third party contracts that:
   a) Have a value exceeding $100,000, or
   b) Involve a controversial matter, irrespective of amount, or
   c) Involve a highly publicized matter, irrespective of amount.

3. Details. The following information about each protest:
   a) A brief description of the protest,
   b) The basis of disagreement, and
   c) If open, how far the protest has proceeded, or
   d) If resolved, the agreement or decision reached, and
   e) Whether an appeal has been taken or is likely to be taken.

4. When and Where. The recipient should provide this information:
   a) In its next quarterly Milestone Progress Report, and
   b) At its next Project Management Oversight review, if any.

   Small recipients may report less frequently if no protests are outstanding.

5. FTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to FTA is likely to occur, FTA expects the recipient to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

   (a) Access to Information. FTA expects the recipient to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the recipient to provide copies of a particular protest or all protests, and any or all related supporting documents as FTA may determine necessary.

FTA's Role and Responsibilities. FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.

Requirements for the Protester. The protester must:

(a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

   1 Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

   2 Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely

in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

3 Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

(b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to FTA.

(c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

(1) Extent of FTA Review - As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:

(a) The Recipient's Procedural Failures - FTA will consider a protest if the recipient:

1. Does not have protest procedures, or
2. Has not complied with its protest procedures, or
3. Has not reviewed the protest when presented an opportunity to do so.

(b) Violations of Federal Law or Regulations - FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

(c) Violations of State or Local Law or Regulations - FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

(2) FTA Determinations to Decline Protest Reviews - FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

END OF ATTACHMENT D. FTA CERTIFICATIONS TO FOLLOW.

CERTIFICATIONS NEEDS TO BE SUBMITTED WITH QUOTE.

BIDDER'S CERTIFICATION OF DISADVANTAGED BUSINESS ENTERRISE (DBE)

The _____
(legal name of Bidder) hereby certifies that it has submitted plans for the participation of Disadvantage Business Enterprise (DBE) in confirmation to the U. S. Department of Transportation's Minority business Enterprise Regulations (49 CFR, Part No. 26) and is eligible to bid on contracts awarded under assistance from the Federal Transit Administration (FTA).

_____
Legal Name of Bidder

_____
Authorized Signature

_____
Print Name and Title

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

_____
Notary Public

Registration No. _____.

My Commission expires _____, 20 _____.

Or if the company has not submitted plans please check below and submit form.

____ Company has not submitted plans for the participation of Disadvantaged Business Enterprise (DBE).

Sign _____
Legal Name of Bidder / Offeror

Date _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

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

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

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

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

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property:

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Typed Name & Title of Authorized Representative

_____

Signature of Authorized Representative Date

❑ I am unable to certify to the above statements. My explanation is attached.

_____