

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 1, 2017 RFQ # 17-GRTC-1101 Rooftop Unit Replacement		RESPOND BY: November 9, 2017 (if your response is not received by 2:00 p.m. on <u>November 9, 2017</u> , your quotation may not be considered)	
From: Alex Fernandez, Purchasing Agent E-mail Address: afernandez@valleymetro.com Telephone number: (540) 982-0305 ext 137 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 Disadvantage Business Enterprise Certification- Attachment E	
<small>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.</small>			
Description	Estimated Qty.	Unit of Measure	Bid Price
Rooftop Unit Replacement, Turnkey Project , Labor and shipping charges included		Lump Sum	
Total			

***BID 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 bid. GRTC will review each response and shall award to the lowest responsive and responsible Bidders. GRTC reserves the right to cancel or reject the Request for Fax Quote or reject any or all quotes to waive 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) <small>(Company name as it appears with your Federal Taxpayer Number)</small>	FEDERAL TAXPAYER NUMBER (ID#)		DELEVERY DATE
BUSINESS NAME/ DBA NAME/ TA NAME <small>(If different than the Full Legal Name)</small>	FEDERAL TAXPAYER NUMBER <small>(If different than the ID# above)</small>		PAYMENT TERMS Net 30
BILLING NAME <small>(Company name as it appears on your invoice)</small>	FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>		
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	<input type="checkbox"/> LARGE	<input type="checkbox"/> SMALL	<input type="checkbox"/> MINORITY -OWNED <input type="checkbox"/> 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 1-3 of the Request for Fax Quote and page 14.**

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**ATTACHMENT A TO
FAX QUOTE # 17-GRTC-1101
Rooftop Unit Replacement**

BIDDERS SHALL AGREE WITH GRTC'S SPECIFICATIONS, BY PLACING A CHECK BY THE CORRESPONDING LINE.

GRTC SPECIFICATIONS

BIDDER SPECIFICATIONS

Location of job site:

1108 Campbell AVE SE, Roanoke, VA 24013

Equipment Specs:

Replace one (1) Rooftop Unit (RTU) Single package 460-3-60

- **8.5 TON RTU**
- **Medium Heat**
- **Two Stage Compressor Models**
- **Medium Static Option (belt driven)**
- **Al/Cu**
 - **Base Electromechanical Controls**
 - **25% Open Manual Outdoor Air Damper Package**

Work to be performed:

Work can be done during the operating hours 6:30am – 11:00pm 7 days a week of Valley Metro

- Disconnect & remove from service the existing RTU _____
- Provide boom truck to remove existing unit from the roof and lift new RTU into place. _____
- Dispose of old RTU _____
- Rig and set new RTU _____
- Perform factory startup on new RTU _____
- 5 year warranty on parts & labor to be included in price _____
- Attaining any permits for any work that needs to be done cost needs to be included _____
- Providing crane and flatbed truck services costs need to be included _____
- Any new electrical work _____

THIS IS A TURNKEY PROJECT.

ALL LABOR AND SHIPPING CHARGES INCLUDED

Additional Guidelines:

PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes, both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect GRTC's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of GRTC or to any property at the location of the Work or in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of GRTC, shall be the responsibility of the Contractor. Furthermore, any damage to concrete curbs, gutters, sidewalks, or any existing facility, whether owned by GRTC or others that may occur during the Work shall be repaired or replaced by the Contractor, at Contractor's sole expense, as directed by and to the satisfaction of GRTC.

FINAL CLEANING.

The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and put the site in a neat, orderly condition. If a Contractor fails to clean up at the completion of the Project, GRTC may do so and charge for the costs thereof to the Contractor.

PROTECTION ON SITE.

The Contractor expressly undertakes, both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

SAFETY AND HEALTH PRECAUTIONS.

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

PROTECTING THE PUBLIC.

The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual," published by Virginia Department of Transportation.

PROTECTING THE WORK AND ADJACENT PROPERTY.

The Contractor shall continuously maintain adequate protection of all its work from damages and shall protect GRTC's property where the work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

EMERGENCIES.

In an emergency affecting the safety of life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from GRTC's project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by GRTC's project manager, City Engineer, Building Code Official, Fire Official, or other responsible official, Contractor shall so act immediately, without appeal.

DAMAGES TO WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property in the vicinity of the Work, until its completion and acceptance by GRTC.

DAMAGES TO OTHER WORK OR UTILITIES.

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damages done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours' notice prior to the adjustment, and the Contractor shall comply with the provisions of the Virginia Underground Damage Prevention Act, Section 56-265.14 et seq., of the Va. Code. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

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**ATTACHMENT B TO
FAX QUOTE # 17-GRTC-1101
Rooftop Unit Replacement**

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-1101
Rooftop Unit Replacement**

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 conform 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 Bidder 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 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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**ATTACHMENT D TO
FAX QUOTE # 17-GRTC-1101
Rooftop Unit Replacement**

Terms, Conditions, and Certifications

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.

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.

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.

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).

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.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

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

Energy Conservation Requirements

Each Bidder will recognize 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 (42 USC Section 6321 et seq.).

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 RECONDITIONED 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 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.

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**ATTACHMENT E
FAX QUOTE # 17-GRTC-1101
Rooftop Unit Replacement**

GREATER ROANOKE TRANSIT COMPANY D/B/A VALLEY METRO

**BIDDER'S CERTIFICATION OF DISADVANTAGED
BUSINESS ENTERPRISE (DBE) SUBMISSION TO FTA**

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 _____