



**GREATER ROANOKE TRANSIT COMPANY  
D/B/A VALLEY METRO**

**REQUEST FOR PROPOSAL**

**FOR**

**MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS FOR THE EMPLOYEES OF SOUTHWESTERN  
VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.**

**RFP NUMBER: 19-GRTC-0320**

**OPENING DATE: April 23, 2019**

**OPENING TIME: 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Greater Roanoke Transit Company (GRTC) Director of Procurement located at the Roy Z. Meador Operations, Maintenance and Administrative Facility located at 1108 Campbell Avenue, S.E., 2<sup>nd</sup> Floor, Roanoke, VA 24013, or from the Valley Metro website at [www.valleymetro.com](http://www.valleymetro.com).

**THIS PUBLIC BODY DOES NOT DISCRIMINATE  
AGAINST FAITH-BASED ORGANIZATIONS**

**DATE OF RFP: March 25, 2019**

## REQUEST FOR PROPOSAL (RFP)

RFP No. 19-GRTC-0320  
Issue Date: March 25, 2019  
Commodity Code: 95356

Title: MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS FOR EMPLOYEES OF  
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.

**Technical Facilitation By:** **USI Insurance Services, LLC**  
**310 First Street, Suite 1250**  
**Roanoke, Virginia 24011-1717**  
**Phone: (704) 901-8738**  
**Patton Coles, Broker**  
**Jennifer Davis, Account Executive**  
**Rick Miller, Account Executive**  
**Email: Jennifer.Davis@usi.com**

**Issued By:** **Southwestern Virginia Transit Management Company, Inc. (SVTMC) through**  
**Greater Roanoke Transit Company d/b/a Valley Metro (GRTC or Valley Metro)**  
**Director of Procurement**  
**Roy Z. Meador Operations, Maintenance and Administrative Facility**  
**1108 Campbell Avenue, S.E., 2<sup>nd</sup> Floor**  
**Roanoke, VA 24013**  
**Phone (540) 982-0305**  
**Fax (540) 982-2703**  
**Email: tlinkenhoker@valleymetro.com**

Sealed proposals will be received on or before 2:00 P.M., April 23, 2019, for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the GRTC office.

All questions must be submitted before 4:00 p.m., Friday, April 12, 2019. If necessary, an addendum will be issued and posted to the GRTC website at [www.valleymetro.com](http://www.valleymetro.com).

If proposals are mailed or hand delivered, mail or deliver to GRTC's Director of Procurement at Roy Z. Meador Operations, Maintenance and Administrative Facility located at 1108 Campbell Avenue, S.E., 2<sup>nd</sup> Floor, Roanoke, VA 24013.

SVTMC AND GRTC DO NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

SVTMC and GRTC reserve the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

Zip: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Business License# \_\_\_\_\_

Virginia State Corporation Commission Identification

Number: \_\_\_\_\_

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REQUEST FOR PROPOSAL  
FOR  
MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS FOR THE EMPLOYEES OF SOUTHWESTERN VIRGINIA  
TRANSIT MANAGEMENT COMPANY, INC. (SVTMC)  
RFP NO. 19-GRTC-0320

**INTRODUCTION**

The Greater Roanoke Transit Company d/b/a Valley Metro (GRTC or Valley Metro) is seeking competitive proposals from qualified Offerors to provide medical, stop loss, TPA and dental insurance coverage for the employees of SVTMC. Any qualified Offeror is invited to respond to this RFP by submitting a proposal for any one or more of the insurance coverages requested and related services consistent with the terms and conditions herein set forth. SVTMC through GRTC may elect to issue separate awards to more than one Offeror. (The term “successful Offeror” includes all Offerors to whom an award is made.) Final scope of services will be negotiated with the successful Offeror(s).

The successful Offeror will be required to provide and obtain the services and items set forth in this RFP in order to obtain insurance coverages as GRTC elects to purchase for medical, stop loss, TPA and dental insurance coverage for the employees of SVTMC. Please note the SVTMC is a Virginia corporation owned by First Transit, Inc. (First Transit). First Transit operates the day to day operations of Valley Metro under a management contract with GRTC. First Transit’s resident management staff of General Manager and Assistant General Manager have assigned the daily operations of Valley Metro to SVTMC management staff that hires and employs other SVTMC persons that operate Valley Metro on a day to day basis. The medical, stop loss, TPA and dental insurance under this provision will need to be provided to approximately 108 SVTMC management and non-management employees.

All Offerors (sometimes referred to as proposer or proposers) are advised that the Federal Transit Administration (FTA), the Virginia Department of Rail and Public Transportation (VDRPT), and the City of Roanoke, Virginia (City) provide funds to GRTC, which funds from some or a combination of these sources may be used to fund any resulting contract from this RFP. As such, any resultant contract will be subject to the laws, rules, regulations, and procedures applicable to all such funding.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on April 23, 2019, in the GRTC Reception Area located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2<sup>nd</sup> Floor, Roanoke, VA 24013. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the GRTC Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) original and six (6) copies, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation “**Medical, Stop Loss, TPA and Dental Benefits for Employees of SVTMC**”, **RFP No. 19-GRTC-0320**, and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

SVTMC and GRTC and their officers, employees, or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

SVTMC and GRTC reserve the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of SVTMC and GRTC, determined to be in the best interest of SVTMC and GRTC.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered GRTC in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the first floor of GRTC Administrative Offices located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 1st Floor, Roanoke, VA 24013.

Inquiries regarding this RFP should be directed to the GRTC Director of Procurement, Tyler Linkenhoker at (540) 982-0305. Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the GRTC Director of Procurement at (540) 982-0305.

This RFP consists of this Introduction, eight (8) numbered sections, and the attachments hereto.

**The RFP and related documents may be obtained during normal business hours from the GRTC Director of Procurement located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2<sup>nd</sup> Floor, Roanoke, VA 24013, or from the Valley Metro website at [www.valleymetro.com](http://www.valleymetro.com). SVTMC and GRTC reserve the right to and may elect to issue separate awards to more than one Offeror.**

Respectfully,

Tyler Linkenhoker  
Director of Procurement

Date: March 25, 2019

REQUEST FOR PROPOSAL  
FOR  
MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS FOR EMPLOYEES OF SOUTHWESTERN  
VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.  
TECHNICAL FACILITATION PROVIDED USI Insurance Services National, Inc.  
RFP NO. 19-GRTC-0320

**SECTION 1. PURPOSE**

Southwestern Virginia Transit Management Company, Inc. (SVTMC) through the Greater Roanoke Transit Company d/b/a Valley Metro (GRTC or Valley Metro), is seeking competitive proposals from qualified Offerors to provide insurance policy plans and coverages for the medical, stop loss, TPA and dental insurance coverage for the SVTMC employees. Any qualified Offeror is invited to respond to this RFP by submitting a proposal for any one or more of the insurance coverages requested and related services consistent with the terms and conditions herein set forth. SVTMC through GRTC may elect to issue separate awards to more than one Offeror. (The term “successful Offeror” includes all Offerors to whom an award is made.) Final scope of services will be negotiated with the successful Offeror(s).

The successful Offeror will be required to provide insurance coverage as SVTMC elects to purchase for medical, stop loss, TPA and dental insurance policies and/or coverages for employees of the SVTMC. Please note that SVTMC is a Virginia corporation owned by First Transit, Inc. (First Transit). First Transit operates the day to day operations of Valley Metro under a management contract with GRTC. First Transit’s resident management staff of General Manager and Assistant General Manager have assigned the daily operations of Valley Metro to SVTMC management staff that hires and employs other SVTMC persons that operate Valley Metro on a day to day basis. The health insurance under this provision will need to be provided to approximately 108 SVTMC management and non- management employees.

**SECTION 2. BACKGROUND**

GRTC is a private, nonprofit public service corporation wholly owned by the City of Roanoke. Operations began in 1975. Various selected City officials, staff of the City of Roanoke, and other persons outside the City of Roanoke representing GRTC’s service areas make up the current GRTC Board of Directors.

GRTC (known as Valley Metro), provides a comprehensive range of transportation services to the residents of the City of Roanoke and the Greater Roanoke Valley and New River Valley Areas. GRTC operates services along fixed routes, as well as special services for the disabled, commuter services, a downtown trolley service, and special event shuttle service. SIC code is 4131.

The service for the disabled is Specialized Transit Arranged Ride (STAR); GRTC operates this service under a contract with the Roanoke Dial - A - Ride (RADAR). The commuter service, The Smartway, is operated directly by GRTC providing service between Roanoke and the New River Valley. The downtown trolley service, Starline Trolley, also operated directly by GRTC, provides a downtown circulator connecting Carilion Clinic facilities in downtown Roanoke five days per week. The special event shuttle service is operated by GRTC connecting event goers to Roanoke’s Civic Center from parking facilities. Finally, the City of Roanoke, through GRTC provides Valley Metro fixed route contract services to the City of Salem, and the Town of Vinton. Currently, GRTC’s Valley Metro services operate six days per week (Monday through Saturday), from approximately 5:45 a.m. until 8:45 p.m.

Employees of SVTMC that provide GRTC services are subject to the provisions of the Virginia Workers’ Compensation Act with current coverage provided by the VML Insurance Programs.

### **SECTION 3. INSTRUCTIONS TO OFFERORS**

- 1) Proposals, to be considered and evaluated, must be contained in a sealed envelope, clearly marked **“MEDICAL, STOP LOSS TPA AND DENTAL BENEFITS FOR EMPLOYEES OF SVTMC”, RFP NO. 19-GRTC-0320**, and received at or before 2:00 p.m. on **April 23, 2019**, in the GRTC Reception Area located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2<sup>nd</sup> Floor, Roanoke, VA 24013. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the GRTC Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable. **AN OFFEROR MAY SUBMIT A PROPOSAL FOR ONE OR BOTH OF THE INSURANCE COVERAGES REQUESTED**
- 2) All Offerors (also referred to as proposer or proposers) submitting proposals shall be duly licensed as required by the Commonwealth of Virginia and that the insurance company represented has an acceptable policyholder and financial rating.
- 3) All policies of insurance are to be non-assessable.
- 4) Anyone submitting a proposal is required to carefully examine this request for proposal and specifications.
- 5) No warranty is made or implied as to the information contained in these specifications.
- 6) This request for proposal does not commit to award a contract, to pay any cost incurred in preparation of proposals to this request or to procure or contract for services. SVTMC may require any proposer selected to participate in negotiations, and to submit such additional price, technical or other revisions to their proposals as may result from negotiations.
- 7) SVTMC reserves the right to reject any and all proposals or to waive any informalities in any proposal and to award insurance contracts in SVTMC’s best interest.
- 8) All proposals shall state that they are valid for sixty (60) days from the date of submission.
- 9) As an equal opportunity/affirmative action employer, SVTMC prohibits employment discrimination on the basis of race, color, creed, sex, religion, marital status and national origin. Successful Offerors will be required to comply with all applicable federal, state and local laws and regulations.
- 10) Page 3, 35, 36, 37, 38 and Attachment F must be returned with proposal submission.
- 11) Proposers are required to detail those areas in which their proposal is at variance with the specifications in this RFP.
- 12) Please indicate in your proposal the premium payment schedule on a monthly basis.
- 13) Statement of the Insured: GRTC and SVTMC appreciates the time and effort involved in the preparation of proposals. An effort has been made to provide complete and accurate data. If you need additional information, you may call Jennifer Davis at (704) 901-8738 by email: Jennifer.Davis@usi.com
- 14) Proposal responses are not to include commissions.



- 15) The Offeror shall submit the financial conditions of the firm in terms of the Standard & Poor's, A.M. Best Rating, Fitch and Weiss.
- 16) Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke, GRTC, First Transit, or SVTMC or has responsibility or authority with any such entities that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to any such entities. Each Offeror is advised that the Ethics in Public Contracting (Section 2.2-4367 through 2.2-4377 of the Virginia Code) and Conflict of Interest Act of the Virginia Code (Sections 2.2-3100, et seq of the Virginia Code), apply to this RFP.
- 17) Rating structure for medical should be as follows:
  - a. Employee only
  - b. Employee + 1 child
  - c. Employee + children
  - d. Employee + spouse
  - e. Employee + family
- 18) Offeror shall have an organization that provides enrollment, implementation, Claim, and client management services.
- 19) Offeror shall be able to report on plan utilization and costs, with claims and eligibility broken out by business divisions.
- 20) Assist USI Insurance Services, SVTMC, and Greater Roanoke Transit Company (GRTC db/a/ Valley Metro) in implementing all plans, responding to questions from their staff, and assist in enrollment services during the course of the plan year.
- 21) Assist SVTMC and GRTC (Valley Metro) in complying with state and federal laws and regulations related to employee benefits, such as HIPAA, COBRA, mental health parity and the combination of federal laws known as Health Care Reform.
- 22) Develop a solicitation strategy and participate with SVTMC and GRTC (Valley Metro) in all the enrollment of all plans
- 23) Assist SVTMC and GRTC (Valley Metro) with the implementation and communication of new programs or changes to existing programs, which includes attending and presenting information at future enrollment meetings.
- 24) Provide information regarding the administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial soundness in order to identify the most cost-beneficial package from each vendor.
- 25) Assist SVTMC and GRTC (Valley Metro) in the resolution of claims, network or contract problems associated with benefit programs.
- 26) Provide viable networks that are available to the employees and their families in the Roanoke Valley.
- 27) Guarantee discounts and performance.
- 28) Demonstrated ROI for disease management programs.
- 29) Provide Medical and Pharmacy claims data to a third party to measure the impact of disease management efforts.
- 30) Provide a user-friendly online administration system.
- 31) **Each Offeror is specifically advised that there are certain certification forms that the FTA requires to be completed and submitted with each Offeror's proposal. Please refer to the**

following certifications attached at the end of Attachment E. A copy of each certification needs to be completed by each Offeror as to such Offeror's submittal of a proposal for each insurance coverage for which the Offeror is making a proposal. If any Offeror has any questions about this, they should contact the GRTC Director of Procurement at (540) 982-0305.

- 32) The dates for insurance coverages are anticipated to be from July 1, 2019, through June 30, 2020.
- 33) Proposals, to be considered and evaluated, must be contained in a sealed envelope, clearly marked "**MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS FOR EMPLOYEES OF SVTMC RFP # 19-GRTC-0320**", and received at or before 2:00 p.m. on **April 23, 2019**, in the GRTC Reception Area located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2<sup>nd</sup> Floor, Roanoke, VA 24013. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the GRTC Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.
- 34) **All Offerors are advised that the Federal Transit Administration (FTA), te Virginia Department of Rail and Public Transportation (VDRPT), and the City of Roanoke, Virginia (City) provide funds to GRTC, which funds from some or a combination of these sources may be used to fund any resulting contract from this RFP. As such, any resultant contract will be subject to the laws, rules, regulations, and procedures applicable to all such funding. Further, the successful Offeror will be required to adhere to the Federal Terms and Conditions and Clauses and Certifications contained in Attachment E of this RFP, including the following certifications, which will require the signature of the Offeror submitting a proposal and are to be submitted with such proposal:**
  - 1) **Debarment, Suspension, and Other Responsibility Matters**
  - 2) **Lobbying**
  - 3) **Disadvantage Business Enterprise (DBE)**
  - 4) **Virginia State Corporation Commission**
- 35) Each Offeror who is a stock or non-stock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- 36) GRTC SIC code is 4131.
- 37) **Due to the volume of materials and information involved, the census, certificates, experience and history for the employees of SVTMC for medical may be obtained from the office of USI Insurance Services, at 310 First Street, Suite 1250, Roanoke, Virginia 24011-1717, or email Jennifer Davis at Jennifer.Davis@usi.com (704) 901-8738.**

#### **SECTION 4. MISCELLANEOUS.**

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for GRTC pursuant to the RFP shall belong exclusively to GRTC and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, graphics, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. GRTC or its designee will issue Addenda. **All Offerors are advised that it is their responsibility to check the Valley Metro website or contact the GRTC Director of Procurement and/or USI Insurance Services to be sure they have the most current RFP documents, including any Addenda, before submitting a proposal.**
- D. No Offeror shall confer on any public employee or employee of GRTC, First Transit, SVTMC, or the City of Roanoke having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. SVTMC and GRTC may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. GRTC reserves the right to reject any proposal if the Offeror fails to satisfy GRTC that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of GRTC to maximize participation by minority and women owned business enterprises in all aspects of GRTC contracting opportunities.
- I. The successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regard to law, code, or regulation compliance. GRTC reserves the right of approval for any subcontract work, including costs thereof.

- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the GRTC Director of Procurement's office located at GRTC's Administrative Office.

## **SECTION 5. PROTEST.**

- A. Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the GRTC General Manager within the required time period.

### **B. BID / PROPOSAL PROTEST PROCEDURES**

1. 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, Attn. General Manager, 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.

2. 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.

3. 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.

4. 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.

- C. 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 regulation.

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.

- D. 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 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; and
  - (d) include a copy of the local protest filed with GRTC and a copy of the GRTC decision, if any.
- E. The Recipient's (to mean GRTC hereafter) Role and Responsibilities. The Common Grant Rules charges the GRTC with the initial responsibility to resolve protests of third party contract awards.
- F. Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist of the following:
- (a) 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 recipient is expected to provide the following information:
    - 1. 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.
    - 2. 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.
    - 3. 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.

4 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.

(b) 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.

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

H. Requirements for the Protester.

(1) 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.

- (2) 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.
- (3) 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.

## **SECTION 6. SERVICES AND/OR ITEMS REQUIRED.**

The services and/or items that the successful Offeror (also referred to sometimes as Contractor) may be required to provide include, but are not necessarily limited to, the services and the medical coverages referred to in any way in this RFP, including, but not limited to, those items in Section 3 above. These are the types of services and coverages being requested by this RFP and should be addressed in each Offeror's proposal.

## **SECTION 7. EVALUATION CRITERIA**

Offerors will be evaluated in accordance with the Evaluation Criteria listed below. Evaluation Criteria (A) is of the highest importance; criteria's (B) thru (N) are of equal importance; and criteria (O) is of lesser importance.

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed costs and/or coverages for SVTMC, although GRTC and/or SVTMC is not bound to select the Offeror who proposes the lowest fees or most benefits for services. GRTC and/or SVTMC reserves the right to negotiate fees and/or benefits to SVTMC with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with SVTMC's contract.



- E. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.
- G. The Offeror's financial solvency and sustainability.
- H. The Offeror's standing with the Virginia State Corporation Commission.
- I. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.
- J. Offeror's willingness to comply with and sign off on the Federal Terms and Conditions and Clauses and Certifications contained in Attachment E of this RFP.
- K. Ability of the Offeror to provide network utilization and proposed network savings.
- L. The Offeror's reporting structure, including, but not limited to a quarterly and cumulative year-to-date utilization and savings report. Annual detailed accounting showing the expenditure of funds, enrollment, premiums, expenses on behalf of SVTMC.
- M. The Offeror's Benefit Plan Designs, detailed summary of benefits, limitations and exclusions for each plan offered.
- N. The Offeror's proposed quality and efficient program administration, including enrollment.
- O. The Offeror's sample communication materials.

#### **SECTION 8. SELECTION PROCESS.**

- A. Pursuant to Section 2.2-4302.2(A)(3) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, SVTMC with the approval of GRTC's Vice President or Assistant Vice President of Operations (through the SVTMC General Manager or SVTMC General Manager's designee) shall select the Offeror(s) which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. SVTMC and GRTC specifically reserve the right to award a contract to more than one Offeror if that is deemed to be in the best interests of SVTMC and GRTC and/or to provide sufficient resources for the needs of GRTC and/or to comply with SVTMC and GRTC funding sources timeframes and requirements. SVTMC and GRTC may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should SVTMC and GRTC determine in writing and in its sole discretion that only one Offeror fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by USI Insurance Services and GRTC's Director of Procurement or his/her designee for responsiveness prior to referral to a selection committee or person. A committee consisting of USI Insurance Services, SVTMC, and GRTC personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the SVTMC General Manager, or the SVTMC General Manager's designee, as appropriate. The award of a contract(s), if made, will be made to the Offeror(s) whose proposal best furthers the interest of SVTMC and GRTC, as determined by USI Insurance Services and the SVTMC General Manager, or the SVTMC General Manager's designee. SVTMC and GRTC reserve the right to reject any and all proposals, to waive any informality

or irregularity in the proposals received, and to make the award to the Offeror(s) whose proposal is deemed to be in the best interest of SVTMC and GRTC.

- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of SVTMC and GRTC and may or may not be conducted.

**END OF RFP**

**ATTACHMENT A  
TO RFP # 19-GRTC-0320  
FOR MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS  
FOR SVTMC EMPLOYEES**

**I. MEDICAL**

Current Carrier: Anthem  
Plan Type: **FULLY INSURED (We are looking for a fully insured and self-funded option)**

**Stop Loss Quote Request:**

125% ASL with \$75 ISL  
12/12

Contribution: Employer pays 95% for Employee Only  
Employer pays 90% for EE + Child  
Employer pays 75% for EE + Children, EE + Spouse and Family

Retirees are NOT eligible for medical

Carrier History: Anthem since 2009

Monthly Billed Premium

<b>All Staff</b>	<b>HealthKeepers</b>	<b>Lumenos HDHP</b>
Employee Only	\$712.97	\$678.50
EE + Child	\$969.66	\$922.79
EE + Children	\$1,411.60	\$1,343.46
EE + Spouse	\$1,597.05	\$1,519.87
Family	\$2,160.30	\$2,055.90

Definition of eligibility: An active employee who works **30** hours or more per week and has met the waiting period. Benefits will begin on the 91<sup>st</sup> day. Dependent age limit is 26 regardless of student status.

**HealthKeepers**

Deductible	Ind \$2,000 / Fam \$4,000
Coinsurance	70/30
Maximum Out of Pocket	Ind \$6,000 / Fam \$12,000
Primary Care	\$30 copay
Specialist	\$50 copay
Hospitalization	Deductible/Coinsurance
ER	Deductible/Coinsurance
Urgent Care	\$50 Copay
Vision	\$15 copay for adults / \$0 for children
Rx	\$10 / \$40 / \$60 / 20% max \$250
Plan includes out-of-network benefits	

## Lumenos HDHP

Deductible	Ind \$2,800 / Fam \$5,600
Coinsurance	100/0
Maximum Out of Pocket	Ind \$4,000 / Fam \$8,000
Primary Care	Deductible
Specialist	Deductible
Hospitalization	Deductible
ER	Deductible
Urgent Care	Deductible
Vision	\$15 copay adults / \$0 for children
Rx	\$10 / \$40 / \$60 / 20% max \$250 after Deductible
Plan includes out-of-network benefits	
No Health Savings Contribution from Employer	

## II. DENTAL

Current Carrier: Anthem

Contribution: Employer pays 100% of EE cost and 0% for Deps

### Current Monthly Billed Rates

	<b>UNION PLAN</b> 100/80/50/50, \$50 DED \$1,250 CYM \$1,250 ORTHO	<b>ADMIN PLAN</b> 100/80/50/50 \$50 DED, \$1,500 CYM, \$1,500 ORTHO
Employee Only	\$27.42	\$29.59
EE + Child	\$57.57	\$65.71
EE + Children	\$57.57	\$65.71
EE + Spouse	\$54.83	\$59.16
Family	\$87.73	\$94.66

Definition of eligibility: An active employee who works **30** hours or more per week and has met the waiting period. Benefits will begin on the 91<sup>st</sup> day. Dependent age limit is 26 regardless of student status.

**ATTACHMENT B  
MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS  
Census Information**

**File available by Contacting USI Insurance Services  
See RFP Section 3, No. 37**

**ATTACHMENT C  
MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS  
Claims History and Current Rates**

**File available by Contacting USI Insurance Services  
See RFP Section 3, No. 37**

**ATTACHMENT D  
MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS  
Benefits Information**

**File available by Contacting USI Insurance Services  
See RFP Section 3, No. 37**

**ATTACHMENT E  
TO RFP # 19-GRTC-0320  
MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS  
FOR SVTMC EMPLOYEES**

**FEDERAL TERMS AND CONDITIONS, CLAUSES, AND CERTIFICATIONS**

The following items are requirements, conditions, and certifications required by the FTA. References in these terms and provisions to "Offeror", "Bidder", "Applicant", or like terms are hereby deemed to include the successful Offeror for any resultant contract for insurance coverages and the successful Offeror shall be required to, 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 any resultant contract.

**EACH BIDDER IS HEREBY ADVISED THAT THE FEDERAL TRANSIT ADMINISTRATION REQUIRES THAT CERTAIN CERTIFICATION FORMS BE COMPLETED BY EACH OFFEROR RESPONDING WITH A PROPOSAL TO GRTC AND THAT SUCH COMPLETED CERTIFICATION FORMS BE SUBMITTED WITH THE PROPOSAL RESPONSE. THE CERTIFICATION FORMS EACH OFFEROR IS REQUIRED TO COMPLETE CONSISTS OF THE FOLLOWING:**

- **DEBARMENT AND SUSPENSION AND OTHER RESPONSIBILITY MATTERS**
- **LOBBYING**
- **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**
- **VIRGINIA STATE CORPORATION COMMISSION (Required by GRTC)**

**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.

### **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).
7. FTA does not require the inclusion of these requirements in subcontracts.

### **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.

## **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.

## **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.

## **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 new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision) The 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.

Termination for Convenience (Professional or Transit Service Contracts) GRTC by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, GRTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any

other provisions of this contract, GRTC may terminate this contract for default. GRTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, GRTC may terminate this contract for default. GRTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

Termination for Default (Construction) 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, GRTC may terminate this contract for default. GRTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, GRTC may take over the work and complete 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 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 GRTC in completing the work.

Termination for Convenience or Default (Architect and Engineering) GRTC may terminate this contract in whole or in part, for GRTC's convenience or because of the failure of the Contractor to fulfill the contract obligations. GRTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

Termination for Convenience or Default (Cost-Type Contracts) GRTC may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of GRTC or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from GRTC, or property supplied to the Contractor by GRTC). If the termination is for default GRTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GRTC and the parties shall negotiate the termination settlement to be paid the Contractor.

**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.

### **Breaches and Dispute Resolution**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of GRTC's General Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by GRTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

### **Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," included herein as Bid Attachment E. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the GRTC.

### **Clean Air**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **Clean Water**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **Contract Work Hours and Safety Standards**

- a) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c) Withholding for unpaid wages and liquidated damages - GRTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **Transit Employees Protective Arrangement**

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals

with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

### **Charter Service Operations**

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to those regulations. [Amendments to FTA regulations, "Charter Service," 49 C.F.R. Part 604, were published at 73 *Fed. Reg.* 2325 *et seq.*, January 14, 2008, and amended at 73 *Fed. Reg.* 44927 *et seq.*, August 1, 2008, and at 73 *Fed. Reg.* 46554 *et seq.*, August 11 2008.]

### **School Bus Operations**

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles or facilities.

## **Drug and Alcohol Testing**

### Option 1

The contractor agrees to participate in GRTC's drug and alcohol program established in compliance with 49 CFR 653 and 654.

### Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and GRTC to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

### Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, and GRTC to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the Purchaser wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to (to be determined by the Purchaser, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

## **Disadvantaged Business Enterprise (DBE)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5%. A separate contract goal of 5 % DBE participation has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as GRTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).



c. The successful offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 20 days after the contractor's receipt of payment for that work from GRTC. In addition, it is required to return any retainage payments to those subcontractors within 20 days after the subcontractor's work related to this contract is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GRTC. This clause applies to both DBE and non-DBE subcontractors.

e. The contractor must promptly notify GRTC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GRTC.

### **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.

### **Access Requirements for Persons with Disabilities (ADA)**

The Contractor agrees to comply with the requirements of 49 U.S.C § 5301 (d) which express 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 those special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor 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 the provision of accessible facilities and services, and with the following Federal regulations, including and amendments thereto:

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

- 1) 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;
- 2) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- 3) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 4) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- 5) 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;
- 6) 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

- 7) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- 8) Any implementing requirements FTA may issue.

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**TO BE COMPLETED BY OFFEROR AND SUBMITTED WITH PROPOSAL**

**CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**TO BE COMPLETED BY OFFEROR AND SUBMITTED WITH PROPOSAL**

**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 \_\_\_\_\_.

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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 \_\_\_\_\_

**TO BE COMPLETED BY OFFEROR AND SUBMITTED WITH PROPOSAL**

**VIRGINIA STATE CORPORATION COMMISSION CERTIFICATION**

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 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.**

The undersigned hereby agrees, if this Bid is accepted by GRTC, to provide the services and/or items in accordance with this Invitation for Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder Date

\_\_\_\_\_  
Authorized Signature Print or Type Name and Title

D-U-N-S Number \_\_\_\_\_

**NOTE: The following questions should be addressed in each Offeror's Proposal or answered on this Attachment F and submitted with the Proposal. If this Attachment F is used, please sign and date it.**

**ATTACHMENT F  
TO RFP # 19-GRTC-0320  
FOR MEDICAL, STOP LOSS, TPA AND DENTAL BENEFITS  
FOR SVTMC EMPLOYEE**

<b>General Questions</b>		
<b>Q.1</b>	<b>Please provide an overview of your organization, including years in business, all services provided, overall client book of business, "typical" or average client size and annual client retention rate.</b>	
<b>Q.2</b>	<b>Provide details of your company's financial status and stability. Please provide your ratings</b> <ul style="list-style-type: none"> <li>○ Standard &amp; Poor's</li> <li>○ Moody's A.M. Best</li> <li>○ Fitch</li> <li>○ Weiss</li> <li>○ Other</li> </ul>	
<b>Q.3</b>	<b>Discuss any impending changes in your organization that could impact the delivery of services, such as impending mergers or acquisitions.</b>	
<b>Q.4</b>	<b>Are there any restrictions by state and/or federal agencies imposed on your organization?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Q.5</b>	<b>Where are your claims paid, and your phones answered? What are your back-up recovery plans in the event of a disaster?</b>	
<b>Q.6</b>	<b>What is the turnover rate within the relevant divisions of your company per this bid?</b>	
<b>Q.7</b>	<b>Provide the names, brief background, including year of experience and contact information for the proposed service team, with respect to claims, implementation, enrollment and on-going service for each service being quoted.</b>	
<b>Q.8</b>	<b>Describe your company's capabilities in regard to:</b> <ul style="list-style-type: none"> <li>• communication</li> <li>• online services</li> <li>• implementation</li> <li>• enrollment</li> <li>• client services</li> </ul>	
<b>Q.9</b>	<b>What are your capabilities for intranet access by the employee/member? What are your capabilities for internet access by the employee/member?</b>	
<b>Q.10</b>	<b>Will you agree to provide renewal data no later than 90 days prior to each new plan year?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Q.11	Will you provide Schedule A Form 5500 at the end of the plan year?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Q.12	Will you provide ERISA compliant Summary Plan Descriptions and SMM's as needed at no additional cost? In what media?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Q.13	Describe your company's procedures to assure maintenance of client records in a HIPAA secure environment	

**Medical and Rx Questions**

M.1	Please confirm that you can administer the medical plan(s) as outlined. Please note any deviations/exceptions.	
M.2	Please provide a network geo-access report based on home zips using the following parameters: <ul style="list-style-type: none"> <li>• 2 pediatricians within 10 miles,</li> <li>• 2 OB/GYNs within 10 miles,</li> <li>• 2 adult PCPs within 10 miles,</li> <li>• 2 general surgeons within 15 miles,</li> <li>• 2 other specialists within 15 miles,</li> <li>• one acute care facility within 15 miles</li> </ul> Please indicate what steps you would take to assure access it currently does not meet the parameters indicated.	
M.3	Do you own your networks? What, if any, locations affecting Greater Roanoke Transit Company (Valley Metro) would be rented? Please describe your provider credentialing and quality assurance programs.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
M.4	What safeguards are in place to assure that members are not penalized if they need care that cannot be provided through your network? <ul style="list-style-type: none"> <li>• What are your guidelines for determining prior approval of Non-network care?</li> </ul> How do you ensure that members are not responsible for charges in excess of negotiated reimbursement levels (in network) or reasonable and customary (out of network)?	
M.5	Please confirm that rates include participation in open enrollment meetings and/or health fairs annually	<input type="checkbox"/> Yes <input type="checkbox"/> No
M.6	Please specify any participation, employer contribution, or other requirements which may void or materially change your bid	
M.7	Please describe all of your free or low-cost wellness programs available to Greater Roanoke Transit Company (Valley Metro)	
Rx.1	Please confirm that you can administer the current/proposed pharmacy plan designs. Please note any exceptions or deviations	
Rx.2	Please provide a list of the national vendors that participate in your network	



## Dental Questions

D.1	Confirm your ability to administer the current/proposed plan design(s). Note any exceptions or deviations.	
D.2	Do you use an R and C schedule for dental reimbursements? If yes, what is it based on? If not, describe your procedures for assuring that dentist is not overpaid for their services.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D.3	Describe your standards for dental pre-determination and alternate benefits.	
D.4	Please provide a geo access of participating dentists based on home zips. Standard used should be 2 dentists within 10 miles.	

## TPA Questions

TPA.1	Will dedicated customer service representatives be assigned to service Valley Metros' members?	
TPA.2	What services are available to members via the Internet? (Provide detail of service, function, and value).	
TPA.3	Please confirm that rates include participation in open enrollment meetings and/or health fairs annually	
TPA.4	Does your organization have a real-time eligibility system available online to the Valley Metro Solutions?	
TPA.5	What is your standard reporting cycle for Valley Metro Solutions cost and utilization analysis which includes recommendations for improvement?	
TPA.6	What services are included at no charge?	
TPA.7	Indicate the claim processing operation and facility that will be utilized in the management of this account.	
TPA.8	Describe the claims payment process from date of receipt to full adjudication of checks to providers. If the process is different for network and non-network claims, discuss separately.	
TPA.9	List any current accreditations received by your care management services.	
TPA.10	Describe current systems and procedures in effect to assist with medical management.	
TPA.11	Identify what criteria, situations or other related events must occur before claims are targeted for case management.	
TPA.12	Give examples of ways in which you help current customers coordinate between medical case management and disease management.	
TPA.13	Please identify your disease management programs available to Valley Metro, including whether these programs are internally developed or purchased, how long they have been in place, and the numbers of participants you have in these programs across your book-of-business as of July 1, 2018.	

**Full Legal Name of Offeror:**

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Print of Type Name Above

**By:**

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Print Name

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Title of Person Signing

**Date:**