

**REQUEST FAX FOR QUOTE (RFQ) - THIS IS NOT AN ORDER**  
**Please complete and return this form with your quotation**  
**BID RETURN FAX NUMBER (540) 982-2703**  
**BID RETURN EMAIL: grtcprocurement@valleymetro.com**

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE: October 22, 2025</b><br><b>RFQ 25-GRTC-1022</b><br><b>WAREHOUSE AND MATERIAL HANDLING EQUIPMENT</b>                                                                                                                                                                                                                                                                                                                                                                                            | <b>RESPOND BY: November 3, 2025 by 2:00 p.m.</b><br>(if your response is not received by day and time stated above, your quotation may not be considered.)                                                                           |
| Point-of-Contact (POC):<br>Tanya Boone, Director of Procurement<br>E-mail Address:<br>tboone@valleymetro.com<br>Telephone number:<br>(540) 982-0305 ext. 116<br>Fax number: (540) 982-2703                                                                                                                                                                                                                                                                                                              | Specifications- Attachment A<br>Insurance Requirements- Attachment B<br>Purchase Order Terms and Conditions- Attachment C<br>Federal Transit Administration Terms, Conditions, and Certifications incorporated herein - Attachment D |
| <b>PUBLIC NOTICE OF AWARD:</b> Public notice of purchase order/ contract award will be posted at GRTC's Administration Building on the first floor in the showcase at 1108 Campbell Avenue, S.E., Roanoke, Virginia 24013. You may also refer to the Valley Metro website, <a href="http://www.valleymetro.com/procurement">http://www.valleymetro.com/procurement</a> . Award information may also be obtained by contacting the Procurement Department's POC whose name appears on this solicitation. |                                                                                                                                                                                                                                      |
| <b>Offer must include pages: 1-6 and pages 32-33</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                      |

NOTE: GRTC invites qualified Bidders to provide a bid. GRTC will review each response and shall award to the lowest responsive and responsible Bidder(s). GRTC reserves the right to cancel or reject the Request for Fax Quote or reject any or all quotes to waive any informalities in any quote and to purchase any whole or part of the items or services listed in the Request for Fax Quote. GRTC reserves the right to award multiple vendors. Fax quote is good for 60 days. Equipment/ product shall be coordinated with GRTC's POC for delivery, commissioning, and training at noted locations within 60 days of the issuance of a Purchase Order.

|                                                                                                                                                                            |  |                                                                                    |                                   |                                                                 |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------|--|
| <b>FULL LEGAL NAME (PRINT)</b><br><small>(Company name as it appears with your Federal Taxpayer Number)</small>                                                            |  | <b>FEDERAL TAXPAYER NUMBER (ID#)</b>                                               |                                   | <b>DELEVERY DATE</b>                                            |  |
| <b>BUSINESS NAME/ DBA NAME/ TA NAME</b><br><small>(If different than the Full Legal Name)</small>                                                                          |  | <b>FEDERAL TAXPAYER NUMBER</b><br><small>(If different than the ID# above)</small> |                                   | <b>PAYMENT TERMS</b><br><br><p align="center"><b>Net 30</b></p> |  |
| <b>BILLING NAME</b><br><small>(Company name as it appears on your invoice)</small>                                                                                         |  | <b>FEDERAL TAXPAYER NUMBER</b><br><small>(If different than ID# above)</small>     |                                   |                                                                 |  |
| <b>PURCHASE ORDER ADDRESS</b>                                                                                                                                              |  | <b>PAYMENT ADDRESS</b>                                                             |                                   |                                                                 |  |
| <b>CONTACT NAME/ TITLE (PRINT)</b>                                                                                                                                         |  | <b>SIGNATURE (IN INK)</b>                                                          |                                   | <b>DATE</b>                                                     |  |
| <b>E-MAIL ADDRESS</b>                                                                                                                                                      |  | <b>TELEPHONE NUMBER</b>                                                            | <b>TOLL FREE TELEPHONE NUMBER</b> | <b>FAX NUMBER</b>                                               |  |
| <b>BUSINESS CLASSIFICATION</b> <input type="checkbox"/> LARGE <input type="checkbox"/> SMALL <input type="checkbox"/> MINORITY -OWNED <input type="checkbox"/> WOMEN-OWNED |  |                                                                                    |                                   |                                                                 |  |

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

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

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

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

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

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



**RFQ 25-GRTC-1022 WAREHOUSE AND MATERIAL HANDLING EQUIPMENT  
OFFEROR'S PROPOSAL FORM (must be submitted - no alterations)**

\_\_\_\_\_  
OFFEROR'S LEGAL NAME/ DBA

Having carefully examined the Solicitation Documents, Offeror proposes to furnish the following which meeting the specifications:

**PRICING**

Pricing shall be inclusive of all labor, equipment, supplies, printed manuals and troubleshooting guidelines, OEM provided accessories/cables/software, printed Warranty (no sample warranties), overhead, profit, material, and any other incidental costs required to provide, perform and complete Scope of Work as specified in the Solicitation Documents. Equipment shall be delivered ready for use including all fluids, filters, fully energized (battery full/tank full) for operation/training. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Offeror's responsibility to verify all pricing and calculations are CORRECT. Greater Roanoke Transit Company d/b/a Valley Metro is not responsible for errors in formulas or calculations contained within Excel document(s). Equipment final pricing must include features required by local, state, federal safety regulations. Indicate "Required" on form if a line item is listed under "Options" line item. BID PRICE SHALL INCLUDE SHIPPING FOB AND HANDLING CHARGES. GRTC IS TAX EXEMPT. If tariffs apply, backup indicating country/countries to which duties were paid will be required.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price. GRTC will only accept bids submitted on bid forms provided by GRTC. Bids submitted on other forms, other than those provided by the GRTC, will be deemed non-responsive and ineligible for award.

**PLEASE ENSURE you have provided a printed copy of the Proposal Form along with other required documents with your hard copy submission packages AND provided the excel version with your**

**EQUIPMENT IN SCOPE OF WORK (REFER TO SPECIFICATIONS/BASIS OF DESIGN)**

**WAREHOUSE EQUIPMENT**

| Item                   | Description                                                                                                         | MFG / Model # / or Equivalent | QTY | Unit of Measure | Unit Price | Extended Price |
|------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------|-----|-----------------|------------|----------------|
| 1.01                   | <b>Factory Cat MicroMag 17 Riding Floor Scrubber</b>                                                                |                               | 1   |                 |            |                |
|                        | 115 ah Battery AGM (run time 2 hours scrubbing est)                                                                 |                               | 1   |                 |            |                |
|                        | Onboard Charger compatible with battery type                                                                        |                               | 1   |                 |            |                |
|                        | Spray Wand                                                                                                          |                               | 1   |                 |            |                |
|                        | Extra Brushes and Pads                                                                                              |                               | 1   |                 |            |                |
|                        | Flip Wand                                                                                                           |                               | 1   |                 |            |                |
|                        | Squeegees                                                                                                           |                               | 1   |                 |            |                |
|                        | Pad Holder                                                                                                          |                               | 1   |                 |            |                |
| 1.02 OPT               | Scrubber Options:                                                                                                   |                               |     |                 |            |                |
|                        | Specialty Tire Options (non-marking, etc)                                                                           |                               | 1   |                 |            |                |
|                        | Assembly/Setup/Commissioning/Training of up to 4 staff members on site                                              |                               | 1   |                 |            |                |
|                        | Extended Warranty - parts and labor; minimal 1 year                                                                 |                               | 1   |                 |            |                |
|                        | Service Agreement (1 year with 1 year renewals up to total of 5 years; no autorenewal language allowed in contract) |                               | 1   |                 |            |                |
| 1.03 SHIP              | Shipping to 325 Salem Avenue, SW, Roanoke, VA 24016                                                                 |                               | 1   |                 |            |                |
| 1.04 TAR               | Tariff (if applicable); backup of customs paid will be required                                                     |                               | 1   |                 |            |                |
| <b>TOTAL SCRUBBER:</b> |                                                                                                                     |                               |     |                 | -          | -              |
| 2.01                   | <b>Linde LI-ION MT15B Pallet Truck</b>                                                                              |                               | 1   |                 |            |                |
|                        | Stability Cater Wheels x 2                                                                                          |                               | 1   |                 |            |                |
|                        | Battery Indicator                                                                                                   |                               | 1   |                 |            |                |
|                        | Square-tube tiller head                                                                                             |                               | 1   |                 |            |                |
|                        | 20Ah Li-ion battery                                                                                                 |                               | 1   |                 |            |                |
|                        | Polyurethane load and drive wheels                                                                                  |                               | 1   |                 |            |                |
|                        | Service Brake                                                                                                       |                               | 1   |                 |            |                |
| 2.02 OPT               | Pallet Truck Options:                                                                                               |                               |     |                 |            |                |
|                        | 24V-10A external charger                                                                                            |                               | 1   |                 |            |                |

|                            |                                                                                                                     |  |   |  |   |   |
|----------------------------|---------------------------------------------------------------------------------------------------------------------|--|---|--|---|---|
|                            | Assembly/Setup/Commissioning/Training of up to 4 staff members on site                                              |  | 1 |  |   |   |
|                            | Extended Warranty - parts and labor; minimal 1 year                                                                 |  | 1 |  |   |   |
|                            | Service Agreement (1 year with 1 year renewals up to total of 5 years; no autorenewal language allowed in contract) |  | 1 |  |   |   |
| 2.03 SHIP                  | Shipping to 1108 Campbell Ave SE Roanoke, VA 24013                                                                  |  | 1 |  |   |   |
| 2.04 TAR                   | Tariff (if applicable); backup of customs paid will be required                                                     |  | 1 |  |   |   |
| <b>TOTAL PALLET TRUCK:</b> |                                                                                                                     |  |   |  | - | - |
| 3.01                       | <b>Bobcat Forklift D25S-9</b>                                                                                       |  | 1 |  |   |   |
|                            | Doosan 2.4L DM02P Tier 4 Diesel Engine                                                                              |  | 1 |  |   |   |
|                            | Power Shift Transmission                                                                                            |  | 1 |  |   |   |
|                            | Power Steering                                                                                                      |  | 1 |  |   |   |
|                            | Park Brake                                                                                                          |  | 1 |  |   |   |
|                            | Maintenance Free Battery                                                                                            |  | 1 |  |   |   |
|                            | Tilt Steering Wheel                                                                                                 |  | 1 |  |   |   |
|                            | Dual Element Air Cleaner                                                                                            |  | 1 |  |   |   |
|                            | Vertical Exhaust Muffler                                                                                            |  | 1 |  |   |   |
|                            | Low Fuel Indicator                                                                                                  |  | 1 |  |   |   |
|                            | Ground Speed Control                                                                                                |  | 1 |  |   |   |
|                            | Interior Tilt Cylinder Covers                                                                                       |  | 1 |  |   |   |
|                            | Auto Shift Control                                                                                                  |  | 1 |  |   |   |
|                            | 12V Aux Power and USB Port                                                                                          |  | 1 |  |   |   |
| 3.02 OPT                   | Forklift Options:                                                                                                   |  |   |  |   |   |
|                            | Oil Cooled Disc Brakes                                                                                              |  | 1 |  |   |   |
|                            | Back up Alarm                                                                                                       |  | 1 |  |   |   |
|                            | Amber Strobe Warning lights                                                                                         |  | 1 |  |   |   |
|                            | Grab Bar with Horn Button                                                                                           |  | 1 |  |   |   |
|                            | Vinyl Suspension Seat with Hip Restraint                                                                            |  | 1 |  |   |   |
|                            | 5" Display                                                                                                          |  | 1 |  |   |   |
|                            | Load Backrest 44" Wide, 47" High                                                                                    |  | 1 |  |   |   |
|                            | Mast (3-stage full free triple high visibility MFH 189" OAL 86" FFH 6)                                              |  | 1 |  |   |   |
|                            | Side shifter (Hang on 43" Wide – Class II)                                                                          |  | 1 |  |   |   |
|                            | Carriage (Hook Type 43" Wide – Class II)                                                                            |  | 1 |  |   |   |
|                            | Steer Tires (Soft Solid 6.50-10)                                                                                    |  | 1 |  |   |   |
|                            | Drive Tires (Single Drive Soft Solid 7.00-15)                                                                       |  | 1 |  |   |   |
|                            | 86" Overhead Guard                                                                                                  |  | 1 |  |   |   |
|                            | Assembly/Setup/Commissioning/Training of up to 4 staff members on site                                              |  | 1 |  |   |   |
|                            | Extended Warranty - parts and labor; minimal 1 year                                                                 |  | 1 |  |   |   |
|                            | Service Agreement (1 year with 1 year renewals up to total of 5 years; no autorenewal language allowed in contract) |  | 1 |  |   |   |
| 3.03 SHIP                  | Shipping to 1108 Campbell Ave SE Roanoke, VA 24013                                                                  |  | 1 |  |   |   |

| 3.04 TAR            | Tariff (if applicable); backup of customs paid will be required                                                     |                               | 1   |                 |            |                |
|---------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------|-----|-----------------|------------|----------------|
| TOTAL FORKLIFT:     |                                                                                                                     |                               |     |                 | -          | -              |
| VEHICLES & TRAILERS |                                                                                                                     |                               |     |                 |            |                |
| Item                | Description                                                                                                         | MFG / Model # / or Equivalent | QTY | Unit of Measure | Unit Price | Extended Price |
| 4.01                | <b>PowerBoss Atlas Riding Sweeper (Vacuum)</b>                                                                      |                               | 1   |                 |            |                |
|                     | Engine - LPG                                                                                                        |                               | 1   |                 |            |                |
|                     | Solid Soft Shoe Tires                                                                                               |                               | 1   |                 |            |                |
|                     | Weather protector/cover with straps to secure against wind                                                          |                               | 1   |                 |            |                |
| 4.02 OPT            | Sweeper Options:                                                                                                    |                               |     |                 |            |                |
|                     | Hepa Filter(s) - 2# spares (in addition to those installed for delivery/startup operation)                          |                               | 2   |                 |            |                |
|                     | Overhead Guard/Weather Protection for Sweeper                                                                       |                               | 1   |                 |            |                |
|                     | Specialty Tire Options for Sweeper as applicable                                                                    |                               | 1   |                 |            |                |
|                     | Assembly/Setup/Commissioning/Training of up to 4 staff members on site                                              |                               | 1   |                 |            |                |
|                     | Extended Warranty - parts and labor; minimal 1 year                                                                 |                               | 1   |                 |            |                |
|                     | Service Agreement (1 year with 1 year renewals up to total of 5 years; no autorenewal language allowed in contract) |                               | 1   |                 |            |                |
| 4.03 SHIP           | Shipping to 325 Salem Avenue, SW, Roanoke, VA 24016                                                                 |                               | 1   |                 |            |                |
| 4.04 TAR            | Tariff (if applicable); backup of customs paid will be required                                                     |                               | 1   |                 |            |                |
| TOTAL SWEEPER:      |                                                                                                                     |                               |     |                 | -          | -              |
| 5.01                | <b>7x14 15k Dump Trailer 8" I-BEAM</b>                                                                              |                               | 1   |                 |            |                |
|                     | Dual Cylinders w/Hydraulic Up and Down                                                                              |                               | 1   |                 |            |                |
|                     | Slipper Spring Suspension                                                                                           |                               | 1   |                 |            |                |
|                     | EZ Lube Hubs                                                                                                        |                               | 1   |                 |            |                |
|                     | LED Lights                                                                                                          |                               | 1   |                 |            |                |
|                     | Lockable Toolbox (weatherproof, metal preferred over plastic)                                                       |                               | 1   |                 |            |                |
|                     | Wired Remote Control for Pump                                                                                       |                               | 1   |                 |            |                |
|                     | Heavy Duty Safety Chains                                                                                            |                               | 1   |                 |            |                |
|                     | Heavy Duty Steel Wheels                                                                                             |                               | 1   |                 |            |                |
|                     | Spare Tire and Spare Tire Holder                                                                                    |                               | 1   |                 |            |                |
|                     | Super Duty Battery                                                                                                  |                               | 1   |                 |            |                |
|                     | 8" Super Duty Main Frame                                                                                            |                               | 1   |                 |            |                |
| 5.02 OPT            | Trailer Options:                                                                                                    |                               |     |                 |            |                |
|                     | Assembly/Setup/Commissioning/Training of up to 4 staff members on site                                              |                               | 1   |                 |            |                |
|                     | Extended Warranty - parts and labor; minimal 1 year                                                                 |                               | 1   |                 |            |                |
|                     | Service Agreement (1 year with options to renew; no autorenewal language allowed in contract)                       |                               | 1   |                 |            |                |
| 5.03 SHIP           | Shipping to 1108 Campbell Ave SE Roanoke, VA 24013                                                                  |                               | 1   |                 |            |                |
| 5.04 TAR            | Tariff (if applicable); backup of customs paid will be required                                                     |                               | 1   |                 |            |                |
| TOTAL DUMP TRAILER: |                                                                                                                     |                               |     |                 | -          | -              |
| 6.01                | <b>EZ-Dumper Steel Dump Insert EZ0012T 8'</b>                                                                       |                               | 1   |                 |            |                |
|                     | Expansion Stake Pockets (outside)                                                                                   |                               | 1   |                 |            |                |
|                     | Full-length Flat Bar Rub Rails                                                                                      |                               | 1   |                 |            |                |
|                     | Durable Powder Coat (Black)                                                                                         |                               | 1   |                 |            |                |

|                                                                        |                                                                                               |                               |     |                 |                     |                   |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------|-----|-----------------|---------------------|-------------------|
|                                                                        | Mounted Sideboards and Cab Protector                                                          |                               | 1   |                 |                     |                   |
|                                                                        | Double Acting Removable Spreader Tailgate                                                     |                               | 1   |                 |                     |                   |
|                                                                        | Side/Deck Stainless Steel                                                                     |                               | 1   |                 |                     |                   |
| 6.02 OPT                                                               | Insert Options:                                                                               |                               |     |                 |                     |                   |
|                                                                        | Steel Cab Protector                                                                           |                               | 1   |                 |                     |                   |
|                                                                        | Assembly/Setup/Commissioning/Training of up to 4 staff members on site                        |                               | 1   |                 |                     |                   |
|                                                                        | Extended Warranty - parts and labor; minimal 1 year                                           |                               | 1   |                 |                     |                   |
|                                                                        | Service Agreement (1 year with options to renew; no autorenewal language allowed in contract) |                               | 1   |                 |                     |                   |
| 6.03 SHIP                                                              | Shipping to 1108 Campbell Ave SE Roanoke, VA 24013                                            |                               | 1   |                 |                     |                   |
| 6.04 TAR                                                               | Tariff (if applicable); backup of customs paid will be required                               |                               | 1   |                 |                     |                   |
| TOTAL STEEL INSERT:                                                    |                                                                                               |                               |     |                 | -                   | -                 |
| ADDITIONAL OFFERINGS/OPTIONS NOT LISTED ABOVE (MAY ADD ROWS AS NEEDED) |                                                                                               |                               |     |                 |                     |                   |
| Item                                                                   | Description                                                                                   | MFG / Model # / or Equivalent | QTY | Unit of Measure | Unit Price          | Extended Price    |
| A                                                                      |                                                                                               |                               |     |                 |                     |                   |
| B                                                                      |                                                                                               |                               |     |                 |                     |                   |
| C                                                                      |                                                                                               |                               |     |                 |                     |                   |
| D                                                                      |                                                                                               |                               |     |                 |                     |                   |
| E                                                                      |                                                                                               |                               |     |                 |                     |                   |
| F                                                                      |                                                                                               |                               |     |                 |                     |                   |
| G                                                                      |                                                                                               |                               |     |                 |                     |                   |
| H                                                                      |                                                                                               |                               |     |                 |                     |                   |
| TOTAL OTHER:                                                           |                                                                                               |                               |     |                 | -                   | -                 |
| MISCELLANEOUS DISCOUNTS OFFERED                                        |                                                                                               |                               |     |                 |                     |                   |
| Description                                                            |                                                                                               |                               |     | Unit of Measure | Unit Price Discount | Extended Discount |
| Percent Off Equipment Not Listed above                                 |                                                                                               |                               |     |                 |                     |                   |
| Percent Off Labor Not Listed above                                     |                                                                                               |                               |     | HOUR            |                     |                   |
|                                                                        |                                                                                               |                               |     |                 |                     |                   |
|                                                                        |                                                                                               |                               |     |                 |                     |                   |
| BID SUMMARY                                                            |                                                                                               |                               |     |                 |                     |                   |
| OFFEROR'S TOTAL                                                        |                                                                                               |                               |     |                 | -                   | -                 |
| AUTHORIZED SIGNATURE:                                                  |                                                                                               |                               |     |                 |                     |                   |
| NAME/TITLE                                                             |                                                                                               |                               |     |                 |                     |                   |

**ATTACHMENT A TO  
FAX QUOTE RFQ 25-GRTC-1022  
WAREHOUSE AND MATERIAL HANDLING EQUIPMENT**

Bidders shall provide the dealer specifications for the equipment below.

The contractor shall provide all supervision, labor, transportation, and equipment necessary to deliver to the Greater Roanoke Transit Company in accordance with the contract. This includes: the item, OEM keys, remotes, included accessories, cutsheets of exact model, certificates of origin, owner's manuals and service manuals, troubleshooting 'cheat sheets', warranty details, service program - organized in binder(s) and/or organized via electronic folders on a virus-free portable drive. Warranty and service maintenance program documentation must detail what is covered and duration with dates confirmed in the documentation.

Equipment must arrive fully assembled, commissioned and ready for use.

**GRTC MINIMUM SPECIFICATIONS:**

Note: Equipment must be equipped to meet local, state, federal safety regulations.

**Sweeper**

|                                                                             |                                     |
|-----------------------------------------------------------------------------|-------------------------------------|
| <b>Engine</b>                                                               | <b>LPG 1.5 L Preferred</b>          |
| <b>Cleaning Path</b>                                                        | <b>64"/80"</b>                      |
| <b>Back Up Alarm</b>                                                        |                                     |
| <b>Strobe Light</b>                                                         | <b>Amber</b>                        |
| <b>Low Fuel Indicator</b>                                                   |                                     |
| <b>Maximum Hopper Dump Height</b>                                           | <b>60"</b>                          |
| <b>Body and Hopper Material</b>                                             | <b>Steel</b>                        |
| <b>Filter Area</b>                                                          | <b>110 sq ft</b>                    |
| <b>Filter Dust Filtration</b>                                               | <b>99% efficiency</b>               |
| <b>Safety belt</b>                                                          |                                     |
| <b>Overall unit size no larger than</b>                                     | <b>60" H x 64" W x 99.75" L</b>     |
| <b>Overall unit size no larger than (with Overhead canopy/safety guard)</b> | <b>83" H x 64" W x 99.75" L</b>     |
| <b>Note: Unit will be stored outdoors</b>                                   | <b>Optional weatherproof covers</b> |

**Scrubber**

|                                          |                              |
|------------------------------------------|------------------------------|
| <b>Body Material</b>                     | <b>Steel</b>                 |
| <b>Solution/Recovery Tank Capacity</b>   | <b>10 gallons</b>            |
| <b>Disk Motor</b>                        | <b>.75 hp</b>                |
| <b>Chassis Material</b>                  | <b>Steel</b>                 |
| <b>Disk Brush Speed</b>                  | <b>200rpm</b>                |
| <b>Vacuum Power</b>                      | <b>0.8 hp</b>                |
| <b>Battery type</b>                      | <b>High performance AGM</b>  |
| <b>Adjustable handlebars</b>             |                              |
| <b>Safety belt</b>                       |                              |
| <b>Overall unit size no larger then</b>  | <b>39" H x 21" W x 42" L</b> |
| <b>Note: Unit will be stored indoors</b> |                              |

**Bobcat Forklift**

|                                     |                                               |
|-------------------------------------|-----------------------------------------------|
| <b>Engine</b>                       | <b>Doosan 2.4L DM02P Tier 4 Diesel Engine</b> |
| <b>Front &amp; Rear Work Lights</b> | <b>LED</b>                                    |
| <b>Exhaust System</b>               | <b>Standard Vertical Muffler</b>              |
| <b>Transmission</b>                 | <b>Power Shift</b>                            |
| <b>Back Up Alarm</b>                | <b>Outside Mount</b>                          |
| <b>Strobe Light</b>                 | <b>Amber</b>                                  |
| <b>Low Fuel Indicator</b>           |                                               |

|                                       |                              |
|---------------------------------------|------------------------------|
| Access Control                        | Key Switch                   |
| Fuel Cap                              | No Key                       |
| Forks                                 |                              |
| Tilt Steering Wheel w/ Power Steering |                              |
| Safety belt                           |                              |
| Parking Brake                         |                              |
| Battery                               | Maintenance Free             |
| Aux and USB Port                      | 12V Aux Power                |
| Overall Capacity                      | 7,000 lb.                    |
| Load Management                       | 22"                          |
| Ground Clearance (Loaded)             | 5.9"                         |
| Overall unit size with lowered Mast   | 87.6" H x 163.8" L           |
| Note: Unit will be stored outdoors    | Optional weatherproof covers |

#### **Pallet Truck**

|                                   |                 |
|-----------------------------------|-----------------|
| Capacity/rated load               | 3,300lb         |
| Wheelbase                         | 46.4 in         |
| Service Weight                    | 264.5 lb.       |
| Tire Type                         | Polyurethane    |
| Overall Unit Length               | 61 in           |
| Overall Unit Width                | 23.2 in         |
| Turning Radius                    | 53.54 in        |
| Travel Speed                      | 2.8 mph         |
| Brakes                            | Electromagnetic |
| Battery Weight                    | 11 lb           |
| Note: Unit will be stored indoors |                 |

#### **Steel Dump Insert**

|                                   |                                |
|-----------------------------------|--------------------------------|
| Bed Length                        | 96"                            |
| Weight                            | 787 lb.                        |
| Capacity                          | 6000 lb.                       |
| Power Unit                        | Double Acting Monarch Pump     |
| Remote Control                    | Standard                       |
| Tie Down Features                 | Full Length Flat Bar Rub Rails |
| Side Steel                        | 14 Gauge                       |
| Deck Steel                        | 12 Gauge                       |
| Color                             | Power Coat Black               |
| Overall unit size no larger then  | 8'                             |
| Note: Unit will be stored indoors |                                |

#### **7x14 Dump Trailer**

|                                    |                              |
|------------------------------------|------------------------------|
| Gross Vehicle Weight               | 15,000 lb.                   |
| Adjustable Coupler                 | 2 5/16"                      |
| Brakes                             | Electric                     |
| Bed Width                          | 82"                          |
| Bed Height                         | 28"                          |
| Tires                              | Radial 235/80R16-8 Lug       |
| Battery                            | Super Duty                   |
| Plug Socket                        | 7-Way RV Style               |
| Suspension                         | Slipper Spring               |
| Note: Unit will be stored outdoors | Optional weatherproof covers |

**End of Attachment A**

**ATTACHMENT B TO  
FAX QUOTE RFQ 25-GRTC-1022  
WAREHOUSE AND MATERIAL HANDLING EQUIPMENT**

**INSURANCE REQUIREMENTS**

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

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to GRTC, and such proof has been approved by GRTC. The Contractor confirms to GRTC that all subcontractors have provided Contractor with proof of such insurance or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. GRTC, Southwestern Virginia Transit Management Company, Inc., First Transit, Inc., the City of Roanoke, and their officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing GRTC's General Manager of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Accord certificate of insurance along with one of the following types of additional insured endorsements:

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

OR

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

However, if B (1) or (2) cannot be provided, GRTC's General Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the General Manager deems acceptable.

The Certificate Holder should be addressed as follows:

Greater Roanoke Transit Company d/b/a Valley Metro  
General Manager  
1108 Campbell Ave, SE  
Roanoke VA 24013

- C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:
- (1) Commercial General Liability:  
\$1,000,000.00 each occurrence including contractual liability for specified agreement  
\$2,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$2,000,000.00 Products/Completed Operations Aggregate Limit.

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

\$ 500,000 or 1,000,000 Fire Damage Legal Liability

- (2) Business Automobile Liability: including owned, autos and hired/non-owned auto liability coverage  
Combined Single Limit - \$1,000,000 each accident (add: with applicable endorsement to cover waste cargo, if transporting hazardous materials).
- (3) Workers' Compensation and Employer's Liability:  
Statutory Virginia Limits  
Employers' Liability Insurance - \$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease
- (4) Umbrella Liability  
\$2,000,000 Per Occurrence and in the aggregate.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against GRTC, Southwestern Virginia Transit Management Company, Inc., First Transit, Inc., the City of Roanoke, and their officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.
- (7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish GRTC's General Manager with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

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

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

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

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. GRTC does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance

shall not in any way limit the obligations of the Contractor in the event that GRTC or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for GRTC to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

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**ATTACHMENT C TO  
FAX QUOTE RFQ 25-GRTC-1022  
WAREHOUSE AND MATERIAL HANDLING EQUIPMENT**

**PURCHASE ORDER TERMS AND CONDITIONS**

**1. Definitions.**

GRTC- Greater Roanoke Transit Company (sometimes also referred to as the Buyer).

Items- All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract- The Purchase Order, Service Contract or other Document (which can include an electronic document) issued by GRTC to obtain the items identified in such document.

Vendor- The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

**2. Invoicing.**

Vendor must confirm completion of procurement with POC prior to submitting an invoice. Completion of procurement includes Owner Acceptance signature and transfer of all project deliverables to GRTC's POC. Invoice(s) shall be sent to:

Greater Roanoke Transit Company  
P.O. Box 12347.

Roanoke, Virginia 24032

And/or email to: GRTC-InvoiceSubmit@valleymetro.com (case sensitive)

Vendor may also send invoice to GRTC's POC but keep in mind that invoicing must be received by Finance at email address in this section for efficient and compliant processing.

Vendor invoices *MUST* indicate the following to avoid payment delays: payment terms per contract (ex. 30 days), date service provided or product delivered, location of service/product (ex. Admin Bldg, 1<sup>st</sup> Floor Wash Bay Door 105), and reference the project name or solicitation number.

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

**3. Termination For Default and Convenience.**

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

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

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

**4. Change By Vendor.**

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

**5. Changes By GRTC.**

At any time GRTC may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs, or specifications; (2) method of shipping/ packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such changes causes a material increase or decrease in the cost of

the items, to the time required for performance of any part of the work required by this Purchase Order, GRTC and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to GRTC of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. GRTC may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

The price(s) to be paid, the Vendor shall be the current price(s) as stated on this Purchase Order. **Terms are 30 days.** Unless otherwise stated in the Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. Clearly itemize all costs on invoices and provide backup for duties paid. All personal property taxes assessable upon the items prior to the receipt and acceptance by GRTC of such items shall be borne by Vendor. GRTC will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. **Sale Tax Exemption.**

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

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

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

9. **Inspection.**

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

10. **Insurance.**

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

11. **Warranty.**

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

12. **Independent Contractor.**

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

employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

13. **Nondiscrimination.**

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

14. **Drug-Free Workplace.**

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

15. **Faith- Based Organization.**

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

16. **Assignment.**

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

17. **Successors and Assigns.**

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

18. **Indemnification.**

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

19. **Governing Law and Forum Selection.**

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

20. **Acceptance- Entire Agreement- Modification.**

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

This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. GRTC rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of GRTC's acceptance of or payment for Vendor's items. The provisions of this Purchase Order,

including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon GRTC unless signed by an authorized representative of GRTC's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

**21. Fuel Surcharge.**

The State shall consider the implementation of a fuel surcharge as a result of a regional, national or worldwide catastrophe or emergency if officially declared by Virginia or Federal government that causes the "Weekly US On-Highway Diesel Fuel Price" for the East Coast region (Virginia) to exceed 1.5 times the price per gallon at the time of bid opening. Prices shall be tracked using information obtained through the Energy Information Administration, United States Department of Energy's (EIA DOE) website. For every twenty (\$.20) cents per gallon that the price exceeds 1.5 times the price at time of bid opening is \$.20. Therefore, a surcharge of \$1.00 (\$1.00 for every twenty cents) per delivery may be added. The increase shall be figured in the whole increments only. It is the responsibility of the Contractor to notify OGS of any request. All full surcharges shall take effect after written approval by OGS. Fuel Surcharges will be reviewed (and updated, if necessary) weekly once a fuel surcharge has been implemented. Once the "Weekly US On-Highway Diesel Fuel Price" for the East Coast region (Virginia) region drops below 1.5 times the price per gallon threshold based upon the original bid opening date, the fuel surcharges shall be removed, in the event fuel prices decrease by more than 50% of the price per gallon based upon the price in effect at the time of the bid opening using the "Weekly US On-Highway Diesel Fuel Price" the State shall apply a credit to each invoice as per the above example.

**22. Shop Fees and Generic Surcharges.**

GRTC will not consider the implementation of miscellaneous and random shop fees. Consumables costs are already considered in the 'cost to do business' and overhead and will not be accepted as a separate line item cost that is apart from materials and labor itemizations.

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**ATTACHMENT D  
FAX QUOTE RFQ 25-GRTC-1022  
WAREHOUSE AND MATERIAL HANDLING EQUIPMENT**

**FTA Terms, Conditions, and Certifications**

**No Government Obligation to Third Parties**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements and Related Acts**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

**Incorporation of Federal Transit Administration (FTA) Terms**

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1G, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

**Notice of Federal Changes**

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

**Access to Records and Reports**

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this

contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11)

## **Termination**

Termination for Convenience (General Provision) 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 GRTC, the Contractor will account for the same and dispose of it in the manner 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, 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 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, 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) GRTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to GRTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from GRTC setting forth the nature of said breach or default, GRTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude GRTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach In the event that GRTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by GRTC shall not limit GRTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

## **Title VI, Civil Rights Act of 1964, Compliance**

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

- (a) Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.
- (b) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (c) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

- 1. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 2. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements

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

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

#### **Disadvantaged Business Enterprise, 49 CFR Part 26**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

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

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

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

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

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

- (b) DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, GRTC may declare the contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with GRTC's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of

GRTC and will be submitted to GRTC upon request.

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

The assistance may include the following upon request:

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

### **Access Requirements for Individuals with Disabilities**

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

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

### **Energy Conservation**

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

## **Recycled Products**

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

## **Protest Procedures**

### ***BID / PROPOSAL PROTEST PROCEDURES***

General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. GRTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Greater Roanoke Transit Company, 1108 Campbell Avenue SE, Roanoke, VA 24013. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

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

Protests must be submitted to GRTC in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

In the procedures outlined below, the General Manager is considered to be the Contracting Officer.

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

Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by GRTC must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by 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 GRTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is

received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless GRTC determines that:

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

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

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

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

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

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

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

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

GRTC's Role and Responsibilities. The Common Grant Rules charges GRTC with

the initial responsibility to resolve protests of third-party contract awards.

Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist of the following:

1. Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third party contract protest to which this circular applies, and to keep FTA informed about the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify FTA when it receives a third party contract protest to which the circular applies, and to similarly keep FTA informed about the status of the protest. The Company is expected to provide the following information:
2. Subjects. A list of protests involving third party contracts and potential third party contracts that:
  - a) Have a value exceeding \$100,000, or
  - b) Involve a controversial matter, irrespective of amount, or
  - c) Involve a highly publicized matter, irrespective of amount.
3. Details. The following information about each protest:
  - a) A brief description of the protest,
  - b) The basis of disagreement, and
  - c) If open, how far the protest has proceeded, or
  - d) If resolved, the agreement or decision reached, and
  - e) Whether an appeal has been taken or is likely to be taken.
4. When and Where. The recipient should provide this information:
  - a) In its next quarterly Milestone Progress Report, and
  - b) At its next Project Management Oversight review, if any.Small recipients may report less frequently if no protests are outstanding.
5. FTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to FTA is likely to occur, FTA expects the recipient to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.
  - (a) Access to Information. FTA expects the recipient to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the recipient to provide copies of a particular protest or all protests, and any or all related supporting documents as FTA may determine necessary.

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

Requirements for the Protester. The protester must:

- (a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.
  - 1 Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
  - 2 Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

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

- (b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to FTA.
  - (c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.
- (1) Extent of FTA Review - As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:
- (a) The Recipient's Procedural Failures - FTA will consider a protest if the recipient:
    - 1. Does not have protest procedures, or
    - 2. Has not complied with its protest procedures, or
    - 3. Has not reviewed the protest when presented an opportunity to do so.
  - (b) Violations of Federal Law or Regulations - FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.
  - (c) Violations of State or Local Law or Regulations - FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.
- (2) FTA Determinations to Decline Protest Reviews - FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

### **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;

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

- c. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between 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 GRTC is located.
- d. 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 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.

### **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.

### **Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **Buy America Provision**

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 70 percent domestic content.

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

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.

- a) 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.
- b) 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.
- c) 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.

## **Bonding Requirements**

### **Bid Security Information**

- a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to GRTC and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.
- b) Except in cases of emergency, all bids or proposals for construction contracts in excess of \$100,000 shall be accompanied by a bid bond from a surety company selected by the bidder that is authorized to do business in Virginia, as a guarantee that if the contract is awarded to the bidder, he will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.
- c) No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.
- d) Nothing in this section shall preclude a public body from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$100,000.
- e) Rights Reserved: In submitting this Bid, it is understood and agreed by bidder that the right is reserved by GRTC to reject any and all bids, or part of any bid, and it is agreed that the Bid may

not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of GRTC.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of GRTC, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent GRTC's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by GRTC as provided in Item 2.7 "Bid Security" of the Instructions to Bidders shall prove inadequate to fully recompense GRTC for the damages occasioned by default, then the undersigned bidder agrees to indemnify GRTC and pay over to GRTC the difference between the bid security and GRTC's total damages, so as to make GRTC whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

#### Performance and Payment Bonding Requirements

The Contractor shall be required to obtain performance and payment bonds as follows:

a) Performance bonds

- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless GRTC determines that a lesser amount would be adequate for the protection of GRTC.
- 2) GRTC may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. GRTC may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b) Payment bonds

- 1) The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
- 2) If the original contract price is \$5 million or less, GRTC may require additional protection as required by subparagraph 1 if the contract price is increased.

#### Warranty of the Work and Maintenance Bonds

- a) The Contractor warrants to GRTC that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by GRTC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by GRTC, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty

workmanship for a minimum period of one (1) year after Final Payment by GRTC and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to GRTC. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to GRTC written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment or, as specified in the Contract, and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

### **Fly America**

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

### **Cargo Preference - Use of United States-Flag Vessels**

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

**Notification to FTA; Flow Down Requirement.** If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a 95 criminal or civil investigation by a Federal, state,

or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

#### **Prompt Payment to Subcontractors**

Prime contractors must pay subcontractors for satisfactory performance of their contracts no later 30 days from receipt of each payment that GRTC makes to the prime contractor. Prime contractors are to promptly return any retainage amounts to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

#### **Safe Operations of Motor Vehicles**

- A. **Seat Belt Use.** The contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms "company- owned" and "company-leased" refer to vehicles owned or leased either by Contractor or AGENCY.
- B. **Distracted Driving.** Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
- C. **Subcontracts.** Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

#### **Prohibited Telecommunications/Surveillance Services/Equipment**

GRTC is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) Telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **Debarment and Suspension** – Applicable to: All Contracts over \$25,000.00

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 65 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed.

Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third-Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: (i) Complies with federal debarment and

suspension requirements; and (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

By signing and submitting its bid or proposal, the Offeror 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 Offeror 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 Offeror 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 Offeror or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

*Offers that do not include this completed certification will be rejected as nonresponsive.*

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_.

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

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

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

Sign \_\_\_\_\_  
Legal Name of Bidder / Offeror

Date \_\_\_\_\_

### **TAX LIABILITY CERTIFICATION**

*This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.*

The Proposer certifies that:

- 1.** It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2.** It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
- 3.** It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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