



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

REQUEST FOR PROPOSAL

FOR

**MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY and EAP BENEFITS
FOR EMPLOYEES OF SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT
COMPANY, INC.**

RFP NUMBER: 26-GRTC-0311

OPENING DATE: April 13, 2026

OPENING TIME: 2:00 P.M.

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

DATE OF RFP: March 11, 2026

REQUEST FOR PROPOSAL (RFP)

RFP No. 26-GRTC-0311
Issue Date: March 11, 2026
Commodity Code: 95356

Title: **MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS FOR EMPLOYEES OF SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.**

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

Technical Facilitation By: **USI Insurance Services, LLC 6100 Fairview Road, 14th Floor Charlotte, NC 28210 Phone: (704) 901-8738 Scott Anderson, Broker Jennifer Davis, Account Executive Email: Jennifer.Davis@usi.com**

The Request for Proposal and related documents may be obtained during normal business hours from the Greater Roanoke Transit Company (GRTC) Director of Procurement located at the Roy Z. Meador Operations, Maintenance and Administrative Facility located at 1108 Campbell Avenue, S.E., 2nd Floor, Roanoke, VA 24013, or from the Valley Metro website at www.valleymetro.com/procurement. Documents may also be obtained at eVA Virginia's Marketplace under the Virginia Business Opportunities via link <https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp> and search for this opportunity's title. As necessary, addendums or other solicitation documents will also be posted to the eVA website.

PROPOSAL QUESTIONS DUE:

All questions must be submitted electronically on or before 2:00 p.m., Monday, March 23, 2026. Please email with read-receipt activated to: grtcprocurement@valleymetro.com. Facsimile (FAX) transmissions ARE NOT accepted.

PROPOSALS DUE:

Sealed proposals shall be received on or before 2:00 P.M., Monday, April 13, 2026, in the GRTC Reception Area located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2nd Floor, Roanoke, VA 24013. The time of receipt shall be determined by the time clock stamp in the GRTC Reception Area. Facsimile (FAX) transmissions ARE NOT accepted.

Proposals, to be considered and evaluated:

If hand delivered: One original, six copies, one flash drive with the original proposals, and one flash drive with a redacted copy of proprietary/confidential information that will be used to respond to Freedom of Information Act (FOIA)

request shall be contained in a sealed envelope, clearly marked “**MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY and EAP BENEFITS FOR EMPLOYEES OF SVTMC, RFP NO. 26-GRTC-0311**”.

If electronically submitted using email, please email with confirmation request activated to:

grtprocurement@valleymetro.com. Subject line clearly marked “**MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY and EAP BENEFITS FOR EMPLOYEES OF SVTMC, RFP NO. 26-GRTC-0311**”.

Redacted versions must also be included with the electronic submittal to be used for FOIA requests. Upon submitting your electronic proposal, you will receive an email confirmation. This confirmation serves as proof that your proposal has been successfully received. If you do not receive a confirmation, please contact Director of Procurement prior to deadline.

If electronically submitted using eVA website, redacted versions must also be included with the electronic submittal to be used for FOIA requests.

GRTC is not responsible for lost or misdirected email, or technology-related issues. Agency and Offeror may be asked to provide proof of delivery. Please maintain for your records.

AN OFFEROR MAY SUBMIT A PROPOSAL FOR ONE OR ALL OF THE BENEFIT COVERAGES REQUESTED.

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

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

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

Legal Name and Address of Firm:

Legal Company Name

Company Address

By: _____
(Signature in Ink)

Name: _____
(Print)

Date: _____

Title: _____

Phone: _____

Email: _____

Business License # _____

Virginia State Corporation Commission Identification Number: _____

**REQUEST FOR PROPOSAL NO. 26-GRTC-0311
 MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY and EAP BENEFITS FOR
 EMPLOYEES OF SVTMC**

TABLE OF CONTENTS

Introduction	Page 6
Section 1. Purpose	Page 8
Section 2. Background	Page 8
Section 3. Instructions to Offerors	Page 9
Section 4. Miscellaneous	Page 11
Section 5. Protests	Page 12
Section 6. Services / Items Required	Page 16
Section 7. Evaluation Criteria	Page 16
Section 8. Selection Process	Page 17
Attachment A. Additional Information Regarding SVTMC’s Current Coverages	Page 18
Attachment B. Census Information for Medical and Dental	Page 23
Attachment C. Claims History & Current Rates	Page 24
Attachment D. Benefits Information	Page 25
Attachment E. Federal Transit Administration Terms, Conditions, Clauses, and Certifications	Page 26
Attachment F. Questions to be Answered by Each Offeror	Page 45

REQUEST FOR PROPOSAL NO. 26-GRTC-0311
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY and EAP BENEFITS FOR
EMPLOYEES OF SVTMC

INTRODUCTION

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

The successful Offeror will be required to provide and obtain the services and items set forth in this RFP in order to obtain insurance coverage as GRTC elects to purchase medical, dental, vision, life, short term disability and employee assistance coverage for the employees of SVTMC. Please note SVTMC is a Virginia corporation owned by First Transit, Inc. (First Transit). First Transit operates the day-to-day operations of Valley Metro under a management contract with GRTC. First Transit’s resident management staff of General Manager and Assistant General Manager have assigned the daily operations of Valley Metro to SVTMC management staff that hires and employs other SVTMC persons that operate Valley Metro on a day-to-day basis. The medical, dental, vision, life, short term disability and employee assistance insurance under this provision will need to be provided to approximately 94 SVTMC management and non-management employees.

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

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

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

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

Review the “Instructions” section of this solicitation. If you have inquiries regarding this RFP, please direct to the GRTC Director of Procurement, Tanya Boone at (540) 613-5527.

Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the GRTC Director of Procurement at (540) 613-5527.

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

SVTMC and GRTC reserve the right to and may elect to issue separate awards to more than one Offeror.

Respectfully,

Tanya Boone
Director of Procurement

Date: March 11, 2026

**REQUEST FOR PROPOSAL FOR
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS FOR
EMPLOYEES OF
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.
RFP NO. 26-GRTC-0311
TECHNICAL FACILITATION PROVIDED USI INSURANCE SERVICES, INC.**

SECTION 1. PURPOSE

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

The successful Offeror will be required to provide insurance coverage as SVTMC elects to purchase medical, dental, vision, life, short term disability and employee assistance coverage policies and/or coverages for employees of the SVTMC. Please note that SVTMC is a Virginia corporation owned by First Transit, Inc. (First Transit). First Transit operates the day-to-day operations of Valley Metro under a management contract with GRTC. First Transit’s resident management staff of General Manager and Assistant General Manager have assigned the daily operations of Valley Metro to SVTMC management staff that hire and employs other SVTMC persons that operate Valley Metro on a day-to-day basis. The medical, dental, life, short term disability and employee assistance insurance under this provision will need to be provided to approximately 94 SVTMC management and non- management employees.

SECTION 2. BACKGROUND

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

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

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

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

SECTION 3. INSTRUCTIONS TO OFFERORS

- 1) Proposals appropriately received will be opened at the designated time. **Proposals received after the designated time will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the GRTC Office or email confirmation receipt or eVA portal timestamp. If it is not working, such time shall be determined by the Procurement official who is to open the proposals. Faxed proposals are not acceptable. **AN OFFEROR MAY SUBMIT A PROPOSAL FOR ONE OR BOTH OF THE INSURANCE COVERAGES REQUESTED.**
- 2) All Offerors (also referred to as proposer or proposers) submitting proposals shall be duly licensed as required by the Commonwealth of Virginia and that the insurance company represents has an acceptable policyholder and financial rating.
- 3) All insurance policies are to be non-assessable.
- 4) Anyone submitting a proposal is required to carefully examine this request for proposal and specifications.
- 5) No warranty is made or implied as to the information contained in these specifications.
- 6) This request for proposals does not commit to awarding a contract, to pay any cost incurred in preparation of proposals to this request or to procure or contract for services. SVTMC may require any proposer selected to participate in negotiations, and to submit such additional price, technical or other revisions to their proposals as may result from negotiations.
- 7) SVTMC reserves the right to reject any and all proposals or to waive any informality in any proposal and to award insurance contracts in SVTMC's best interest.
- 8) All proposals shall state that they are valid for sixty (60) days from the date of submission.
- 9) As an equal opportunity/affirmative action employer, SVTMC prohibits employment discrimination on the basis of race, color, creed, sex, religion, marital status and national origin. Successful Offerors will be required to comply with all applicable federal, state and local laws and regulations.
- 10) **Page 4 and 39-47** must be returned with proposal submission.
- 11) Proposers are required to detail those areas in which their proposal is at variance with the specifications in this RFP.
- 12) Please indicate in your proposal the premium payment schedule on a monthly basis.
- 13) **Statement of the Insured:** GRTC and SVTMC appreciate the time and effort involved in the preparation of proposals. An effort has been made to provide complete and accurate data. If you need additional information, you may call Jennifer Davis at (704) 901-8738 by email: jennifer.davis@usi.com
- 14) Proposal responses are not to include commissions.
- 15) The Offeror shall submit the financial conditions of the firm in terms of Standard & Poor's, A.M. Best Rating, Fitch and Weiss.
- 16) Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke, GRTC, First Transit, or SVTMC or has responsibility or authority with any such entities that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to any such entity. Each Offeror is advised that the Ethics in Public Contracting (Section 2.2-4367

through 2.2-4377 of the Virginia Code) and Conflict of Interest Act of the Virginia Code (Sections 2.2-3100, et seq of the Virginia Code), apply to this RFP.

17) Rating structure for medical should be as follows:

- (a) Employee Only
- (b) Employee + 1 Child
- (c) Employee + Children
- (d) Employee + Spouse
- (e) Employee + Family

18) Offeror shall have an organization that provides enrollment, implementation, claim, and client management services.

19) Offeror should be able to report on plan utilization and costs, with claims and eligibility broken out by business divisions.

20) Assist USI Insurance Services, SVTMC, and Greater Roanoke Transit Company (GRTC d/b/a/ Valley Metro) in implementing all plans, responding to questions from their staff, and assisting in enrollment services during the course of the plan year.

21) Assist SVTMC and GRTC (Valley Metro) in complying with state and federal laws and regulations related to employee benefits, such as HIPAA, COBRA, mental health parity and the combination of federal laws known as Health Care Reform.

22) Develop a solicitation strategy and participate with SVTMC and GRTC (Valley Metro) in all the enrollment of all plans

23) Assist SVTMC and GRTC (Valley Metro) with the implementation and communication of new programs or changes to existing programs, which include attending and presenting information at future enrollment meetings.

24) Provide information regarding the administration, coverage, claim payment procedures, customer service, networks, reserve establishment policies and financial soundness to identify the most cost-beneficial package from each vendor.

25) Assist SVTMC and GRTC (Valley Metro) in the resolution of claims, network or contract problems associated with benefit programs.

26) Provide viable networks that are available to the employees and their families in the Roanoke Valley.

27) Guarantee discounts and performance.

28) Demonstrated ROI for disease management programs.

29) Provide Medical and Pharmacy claims data to a third party to measure the impact of disease management efforts.

30) Provide a user-friendly online administration system.

31) **Each Offeror is specifically advised that there are certain certification forms that the FTA requires to be completed and submitted with each Offeror's proposal. Please refer to the following certifications attached at the end of Attachment E. A copy of each certification needs to be completed by each Offeror as to such Offeror's submittal of a proposal for each insurance coverage for which the Offeror is making a proposal. If any Offeror has any questions about this, they should contact the GRTC Director of Procurement at (540) 613-5527.**

- 32) The dates for insurance coverage are anticipated to be from July 1, 2026, through June 30, 2027.
- 33) Proposals, to be considered and evaluated, must be contained in a sealed envelope, clearly marked **“MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS FOR EMPLOYEES OF SVTMC RFP # 26-GRTC-0311”**, and received at or before 2:00 p.m. on **April 13, 2026**, in the GRTC Reception Area located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2ND Floor, Roanoke, VA 24013. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the GRTC Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.
- 34) **All Offerors are advised that the Federal Transit Administration (FTA), the Virginia Department of Rail and Public Transportation (VDRPT), and the City of Roanoke, Virginia (City) provide funds to GRTC, which funds from some or a combination of these sources may be used to fund any resulting contract from this RFP. As such, any resultant contract will be subject to the laws, rules, regulations, and procedures applicable to all such funding. Further, the successful Offeror will be required to adhere to the Federal Terms and Conditions and Clauses and Certifications contained in Attachment E of this RFP, including the following certifications, which will require the signature of the Offeror submitting a proposal and are to be submitted with such proposal:**
- (a) **Debarment, Suspension, and Other Responsibility Matters**
 - (b) **Lobbying**
 - (c) **Disadvantaged Business Enterprise (DBE)**
 - (d) **Virginia State Corporation Commission**
- 35) Each Offeror who is a stock or non-stock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror should include in its proposal in response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal a response describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- 36) GRTC SIC code is 4131.
- 37) **Due to the volume of materials and information involved, the census, certificates, experience and history for the employees of SVTMC for medical may be obtained from the office of USI Insurance Services, at 310 First Street, Suite 1250, Roanoke, Virginia 24011-1717, or email Jennifer Davis at Jennifer.Davis@usi.com (704) 901-8738.**

SECTION 4. MISCELLANEOUS

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for GRTC pursuant to the RFP shall belong exclusively to GRTC and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or courts. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, graphics, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

- B. As this is an RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. GRTC or its designee will issue Addenda. **All Offerors are advised that it is their responsibility to check the Valley Metro website or contact the GRTC Director of Procurement and/or USI Insurance Services to be sure they have the most current RFP documents, including any Addenda, before submitting a proposal.**
- D. No Offeror shall confer on any public employee or employee of GRTC, First Transit, SVTMC, or the City of Roanoke having official responsibility for purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. SVTMC and GRTC may conduct investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. GRTC reserves the right to reject any proposal if the Offeror fails to satisfy GRTC that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of GRTC to maximize participation by minority and women owned business enterprises in all aspects of GRTC contracting opportunities.
- I. The successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not, during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regard to law, code, or regulation compliance. GRTC reserves the right to approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the GRTC Director of Procurement's office located at GRTC's Administrative Office.

SECTION 5. PROTEST

- A. Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be signed in

writing by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the GRTC General Manager within the required time period.

B. BID/ PROPOSAL PROTEST PROCEDURES

1. General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. GRTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Greater Roanoke Transit Company, Attn. General Manager, 1108 Campbell Avenue SE, Roanoke, VA 24013. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:
 - (a) name, address, and telephone number of protestors,
 - (b) identification of contract solicitation number,
 - (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant
 - i. documents, and
 - (d) a statement as to what relief is requested.

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

2. Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may receive an award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of GRTC's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by GRTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by GRTC, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.
3. Protests After Bid Opening/Prior to Award - Bid protests the making of an award by the GRTC must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by GRTC. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest the making of an award by the GRTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless GRTC determines that:
 - (a) the items to be purchased are urgently required,
 - (b) delivery or performance will be unduly delayed by failure to make award promptly, or
 - (c) failure to make award will otherwise cause undue harm to GRTC or the federal government.

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

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

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

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

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

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

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

E. The Recipient's (to mean GRTC hereafter) Role and Responsibilities. The Common Grant Rules charges the GRTC with the initial responsibility to resolve protests of third-party contract awards.

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

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

A. 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.

B. Details. The following information about each protest:

- (a) A brief description of the protest
- (b) The basis of disagreement,
- (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.

C. 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.
- (c) Small recipients may report less frequently if no protests are outstanding.

D. 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.

2. 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 protest or all protests, and any or all related supporting documents as FTA may determine necessary.

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

H. Requirements for the Protester.

1. The protester must:

- (a) Qualify as an "Interested Party". Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third-party contract at issue.
 - i. Subcontract. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 - ii. 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.
 - (iii) Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

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

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

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

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

- i. Does not have protest procedures, or
 - ii. Has not complied with its protest procedures, or
 - iii. Has not reviewed the protest when presented with 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 to 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 Reg. regulations FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.
- 3) FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED

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

SECTION 7. EVALUATION CRITERIA

Offerors will be evaluated in accordance with the Evaluation Criteria listed below. **(100 points total)**

A. Background, Education, Experience (20 Points)

The background, education, and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.

B. Cost (20 Points)

Reasonableness/competitiveness of proposed costs and/or coverages for SVTMC, although GRTC and/or SVTMC is not bound to select the Offeror who proposes the lowest fees or most benefits for services. GRTC and/or SVTMC reserves the right to negotiate fees and/or benefits to SVTMC with the selected Offeror(s).

C. Ability, Capacity, Skill, Quality, Timeline (20 Points)

The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.

The quality of Offeror's performance in comparable and/or similar projects. The Offeror's proposed quality and efficient program administration, including enrollment. Ability of the Offeror to provide network utilization and proposed network savings. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion

D. Compliance, Responsiveness, Relationships (15 Points)

The Offeror's responsiveness and compliance with the RFP requirements and conditions.

Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with SVTMC's contract.

E. Financial Regulatory (15 Points)

The Offeror's financial solvency and sustainability. The Offeror's standing with the Virginia State Corporation Commission. Offeror's willingness to comply with and sign off on the Federal Terms and Conditions and Clauses and Certifications contained in Attachment E of this RFP.

F. Reporting, Plan Design, Sample Materials (10 Points)

The Offeror’s reporting structure, including, but not limited to a quarterly and cumulative year-to-date utilization and savings report. Detailed annual accounting showing the expenditure of funds, enrollment, premiums, expenses on behalf of SVTMC. The Offeror’s Benefit Plan Designs, detailed summary of benefits, limitations and exclusions for each plan offered. The Offeror’s sample communication materials.

SECTION 8. SELECTION PROCESS

- A. Pursuant to Section 2.2-4302.2(A)(3) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, SVTMC with the approval of GRTC’s Vice President or Assistant Vice President of Operations (through the SVTMC General Manager or SVTMC General Manager’s designee) shall select the Offeror(s) which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. SVTMC and GRTC specifically reserve the right to award a contract to more than one Offeror if that is deemed to be in the best interests of SVTMC and GRTC and/or to provide sufficient resources for the needs of GRTC and/or to comply with SVTMC and GRTC funding sources timeframes and requirements. SVTMC and GRTC may cancel this RFP or reject proposals at any time prior to an award and are not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should SVTMC and GRTC determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- B. All proposals submitted in response to this RFP will be reviewed by USI Insurance Services and GRTC’s Director of Procurement or his/her designee for responsiveness prior to referral to a selection committee or person. A committee consisting of USI Insurance Services, SVTMC, and GRTC personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the SVTMC General Manager, or the SVTMC General Manager’s designee, as appropriate. The award of a contract(s), if made, will be made to the Offeror(s) whose proposal best furthers the interest of SVTMC and GRTC, as determined by USI Insurance Services and the SVTMC General Manager, or the SVTMC General Manager’s designee. SVTMC and GRTC reserve the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror(s) whose proposal is deemed to be in the best interest of SVTMC and GRTC.

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

END OF NUMBERED SECTIONS

**REQUEST FOR PROPOSAL FOR
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS FOR
EMPLOYEES OF
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.
RFP NO. 26-GRTC-0311
TECHNICAL FACILITATION PROVIDED USI INSURANCE SERVICES, INC
ATTACHMENT A**

I. MEDICAL

Current Carrier / Plan Type: Anthem – Fully Insured

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

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

Admin Employees:
Employer pays 100% for Employee Only
Employer pays 90% for EE + Child
Employer pays 75% for EE + Children, EE + Spouse, and Family

Carrier History: Anthem 7/1/2023 – current
Aetna 7/1/2021 – 6/30/2023
Anthem 7/1/2009 – 6/30/2021

Monthly Billed Premium

All Staff	HSA HealthKeepers	POS HealthKeepers
Employee Only	\$891.69	\$1,016.56
EE + Child	\$1,435.61	\$1,636.66
EE + Children	\$1,435.61	\$1,636.66
EE + Spouse	\$2,086.54	\$2,378.75
Family	\$2,719.64	\$3,100.51

HSA HealthKeepers

Deductible	Ind \$4,000 / Fam \$8,000
Coinsurance	80%
Maximum Out of Pocket	Ind \$6,750 / Fam \$13,500
Primary Care	Deductible/Coinsurance
Specialist	Deductible/Coinsurance
Hospitalization	Deductible/Coinsurance
ER	Deductible/Coinsurance
Urgent Care	Deductible/Coinsurance
Vision	1 routine eye exam/12 months

Rx	\$10 / \$40 / \$70 / 20% max \$300 after deductible
Plan includes out-of-network benefits	

POS OA HealthKeepers

Deductible	Ind \$3,000 / Fam \$6,000
Coinsurance	80%
Maximum Out of Pocket	Ind \$7,000 / Fam \$14,000
Primary Care	\$30 copay (preferred PCP \$20 copay)
Specialist	\$50 copay
Hospitalization	Deductible/Coinsurance
Surgical Center	Deductible/Coinsurance
ER	Deductible/Coinsurance
Urgent Care	\$50 copay
Vision	1 routine eye exam/12 months
Rx	\$15 / \$50 / \$85 / 20% max \$300
Plan includes out-of-network benefits	

II. Dental

Current Carrier / Plan Type: Anthem – Fully Insured

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

Contribution: Union Employees:
Employer pays 50% of employee cost and 0% for dependents

Admin Employees:
Employer pays 100% of employee cost and 0% for dependents

Carrier History: Anthem 7/1/2024 – current

Monthly Billed Premium

	Union Plan	Admin Plan
Employee Only	\$30.68	\$32.25
EE + Child	\$64.44	\$72.22
EE + Children	\$64.44	\$72.22
EE + Spouse	\$61.37	\$65.02
Family	\$98.19	\$104.02

Plan Design

	Union Plan	Admin Plan
Deductible	\$50 / \$150	\$50 / \$150
Maximum	\$1,250	\$1,500
Services	100/80/50	100/80/50
Ortho	\$1,250	\$1,500

III. Vision

Current Carrier: United Healthcare
Contribution: 100% Employee Paid

Current Monthly Billed Rates

Employee Only	\$4.57
EE + Child	\$9.14
EE + Children	\$9.14
EE + Spouse	\$8.00
Family	\$13.30

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

IV. Life (Basic Life and Supplemental Life)

Current Carrier: United Healthcare
Contribution: Employer pays 100%

Classes: 1) Administrative Employees / \$25,000 Benefit
2) Bargaining Unit Employees / \$25,000 Benefit
3) Retirees / \$3,000 Benefit

Current Monthly Billed Rates:
Life per 1000 of benefit: \$0.450
AD&D per 1000 of benefit: \$0.030

Supplemental Life (Employee & Spouse):

Current Carrier: United Healthcare
Voluntary

Current Rates per \$1000 of benefit

Under 20	\$0.067
20 – 24	\$0.080
25 – 29	\$0.080
30 – 34	\$0.107
35 – 39	\$0.120
40 – 44	\$0.133
45 – 49	\$0.200
50 – 54	\$0.307
55 – 59	\$0.573
60 – 64	\$0.880
65 – 69	\$1.693
70 – 74	\$2.746
75+	\$2.746
Child:	\$0.070 per unit

V. Short Term Disability

Current Carrier: United Healthcare
Contribution: Employer pays 100%
Eligibility: Bargaining Unit Employees ONLY
Plan Details: 7/7 70% up to \$400 weekly benefit
Current Rate: \$0.520 per \$10

VI. EAP

Current Carrier: Carilion EAP

Contribution: Employer pays 100% of EE and Deps cost

Definition of Eligibility: All employees are included in this coverage including part-time

Current History: Carilion Clinic Occupational Health

NOTE TO OFFERORS: EAP BENEFITS ARE NOT A REQUIRED PART OF BENEFITS PACKAGES AND ARE ADMINISTERED SEPARATELY.

**REQUEST FOR PROPOSAL FOR
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS
FOR EMPLOYEES OF
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.
RFP NO. 26-GRTC-0311
TECHNICAL FACILITATION PROVIDED USI INSURANCE SERVICES, INC
ATTACHMENT B**

**Census
Information**

**File available by Contacting USI Insurance Services
See RFP Section 3, No.13**

**REQUEST FOR PROPOSAL FOR
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP
BENEFITS FOR EMPLOYEES OF
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.
RFP NO. 26-GRTC-0311
TECHNICAL FACILITATION PROVIDED USI INSURANCE SERVICES, INC
ATTACHMENT C**

Claims History and Current Rates

**File available by Contacting USI Insurance Services
See RFP Section 3, No.13**

**REQUEST FOR PROPOSAL FOR
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS FOR
EMPLOYEES OF
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.
RFP NO. 26-GRTC-0311
TECHNICAL FACILITATION PROVIDED USI INSURANCE SERVICES, INC
ATTACHMENT D**

Benefits Information

**File available by Contacting USI Insurance Services
See RFP Section 3, No.13**

**REQUEST FOR PROPOSAL FOR
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS FOR
EMPLOYEES OF
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.
RFP NO. 26-GRTC-0311
TECHNICAL FACILITATION PROVIDED USI INSURANCE SERVICES, INC
ATTACHMENT E**

**FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS, CONIDTIONS AND
CERTIFICATIONS**

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

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

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

A. PROCUREMENT REFERENCES

- 1) Notice is hereby given that pursuant to FTA regulations GRTC has adopted its own procurement procedure by adopting the procurement procedures followed by the City of Roanoke, Virginia, as set forth in Sections 23.2-1, et seq. of the Code of the City of Roanoke (1979), as amended, and those provisions are incorporated herein by reference. Provided, however, that references contained in the City Code to the “City”, “City Council”, “City Manager”, or other similar terms shall be deemed changed to refer to “Greater Roanoke Transit Company (GRTC)”, “GRTC Board of Directors”, “General Manager of GRTC”, or similar GRTC references respectively.
- 2) Notice is further given that GRTC will comply with the requirements of FTA Circular 4220.1F, dated November 1, 2008, “Third Party Contracting Requirements”, and as it may be amended, and that those requirements, as they may be applicable, are incorporated in this procurement document by reference.
- 3) All entities participating in this procurement and the successful entity that may be awarded the contract for this procurement, by participating, hereby agree to and will comply with all applicable procedures and requirements as set forth above or in the procurement documents or as may be required by any applicable federal, state, or local laws, ordinances, and regulations.
- 4) The requirements of FTA Circular 4220.1F and the procurement procedures of the Code of the City of Roanoke referred to above are intended to be and shall be construed to be consistent with each other whenever possible. However, if a court or agency of competent jurisdiction determines that a conflict should exist between them, then to the extent of any such conflict, the requirements of FTA Circular 4220.1F shall be deemed to take precedence.

- 5) Copies of the City of Roanoke procurement Code and FTA Circular 4220.1F may be examined or obtained from the business office of GRTC located at 1108 Campbell Ave., S.E., Roanoke, VA 24013, phone 540-982-0305.

B. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

- 1) GRTC 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 GRTC, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2) 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.

C. FALSE OR FRAUDULENT STATEMENT OR CLAIMS

- 1) 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.
- 2) 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.
- 3) The Contractor agrees to include the above two clauses in each subcontract financed as a 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.

D. ACCESS TO THIRD PARTY CONTRACT RECORDS

The following access to records requirements applies to this Contract:

- 1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee 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. The 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 subgrantee 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 subgrantee 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 the FTA Recipient is or a subgrantee 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).

E. CHANGES TO FEDERAL REQUIREMENTS

The 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 GRTC and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

F. TERMINATION

- 1) Termination of Convenience - GRTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in GRTC's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GRTC to be paid the Contractor. If the Contractor has any property in its possession belonging to the GRTC, the Contractor will account for the same and dispose of it in the manner the GRTC directs.
- 2) Termination for Default- If the Contractor fails or refuses to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to perform the work in a proper and timely manner or fails to comply with any provisions of this Contract, GRTC may terminate this contract for default. GRTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, GRTC may take over the work and complete it by contract or otherwise, and may take possession of

and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to GRTC resulting from the Contractor's refusal or failure to properly complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by GRTC in completing the work.

- 3) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:
 - (a) the delay in completing the work arises from unforeseeable causes beyond their control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of GRTC, acts of another Contractor in the performance of a contract with GRTC, epidemics, quarantine restrictions, strikes, freight embargoes; and
 - (b) the Contractor, within (10) days from the beginning of any delay, notifies GRTC in writing of the causes of delay. This notice is a condition precedent to any such claim by the Contractor. If in the judgment of GRTC, the delay is excusable, the time for completing the work shall be extended. The judgment of GRTC shall be final and conclusive of the parties, but subject to appeal under the Disputes clauses.
- 4) If it is later determined by GTRC 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.
- 5) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of GRTC.
- 6) Opportunity to Cure - GRTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 10 calendar days on 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.
- 7) If the Contractor fails to remedy GRTC's satisfaction with the breach or default of any of the terms, covenants, or conditions of this Contract within the time allowed after receipt by Contractor of 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 notice to the Contractor. Any such termination for default shall not in any way operate to preclude GRTC from also pursuing all available remedies against the Contractor and its sureties for said breach or default.
- 8) Waiver of Remedies for any Breach- In the event that GRTC elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by GRTC shall not limit GRTC's remedies for any other breach of that item or of any other term, covenant, or condition of this Contract.

G. CIVIL RIGHTS REQUIREMENTS (TITLE VI, EEO, ADA)

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

- (b) 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.
- (c) 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.

H. DISADVANTAGED BUSINESS ENTERPRISE (DBE).

- 1) Bidders are required to comply with the U.S. Department of Transportation's requirements (Title 49, Part 26 of the Code of Federal Regulations, dated March 4,1999) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of the 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 the contract, which may result in the termination of the contract or such other remedy as GRTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).
 - a.. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from GRTC. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed and contractor's receipt of the partial retainage payment related to the subcontractor's work.
 - b. The contractor must promptly notify GRTC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GRTC.
- 2) Disadvantage business means an entity:
 - (a) Which is at least 51 percent owned by one or more socially economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

- (b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who owned it; and
 - (c) Which is at least 51 percent owned by one or more women individuals, or, in case of any publicly owned business, at least 51 percent of the stock of which is owned by more women individuals; and
 - (d) Whose management and daily business operations are controlled by one or more women individuals who owned it.
- 3) “Small business concern” means a small business as defined by Section 3 of the Small Business Act and Appendix b- (Section 106(c) Determination of Business Size.)
 - 4) “Socially and economically disadvantaged individuals” means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian American, or women and other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
 - i. “Black Americans” includes persons having origins in any of the Black racial groups of Africa
 - ii. “Hispanic Americans” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or Portuguese culture or origin, regardless of race;
 - iii. “Native American” includes person who are American Indians, Eskimo, Aleuts, or Native Hawaiians;
 - iv. “Asian Indian Americans” includes persons whose origins are Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, U.S. Trust Territories of the Pacific, and the North Marianas;
 - v. “Asian Indian American” includes person whose origin are from India, Pakistan, and Bangladesh;
 - vi. “Women” regardless of race, ethnicity, or origin; and
 - vii. “Other” individuals found to be socially and economically disadvantaged by the Small Business Administration (SBA) pursuant to Section 8(a) of the Small Business Act.

I. INCORPORATION OF FTA TERMS

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

J. DEBARMENT, SUSPENSION, INELIGIBILITY, & VOLUNTARY EXCLUSION

- 1) Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Non- procurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government- Wide Debarment and Suspension (Non-procurement),” 2 CFR part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.
- 2) Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally-funded contract (which includes review of SAM at sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200) and are not presently declared by any Federal department or GRTC to be: (1) debarred from participation in any federally-assisted Award; (2) suspended from participation in any federally-assisted Award; (3) proposed for debarment from participation in any federally-assisted Award; (4) declared ineligible to participate in any federally-assisted Award; (5) voluntarily excluded from participation in any federally-assisted Award; or

(6) disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the GRTC. If it is later determined by the GRTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the GRTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The contractor shall comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. ENERGY CONSERVATION

The contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations “Requirements for Energy Assessments,” 49 C.F.R. Part 622, Subpart C.

L. AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C § 5301 (d) which express the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and those special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including and amendments thereto: U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37. U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27.

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

M. 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.

N. 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.

O. BREACHES AND RESOLUTIONS 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 the 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 therefor 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 the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between GRTC and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the City in which the GRTC is located.
- (d) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GRTC, the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Protests

Any Offeror/Bidder or who wishes to protest or object to the RFP/ITB procurement may file during the pre-award, award, or post-award of this procurement. Any protest or objection must be submitted to GRTC's General Manager. Each protest must be in writing and mailed to General Manager, GRTC, 1108 Campbell Avenue, S.E., Roanoke, Virginia 24013. Each protest must be supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by GRTC if it is insufficiently supported or if it's not received within the specified time limits. The protest must include the following:

- 1) Name of the Protestor
- 2) Name the solicitation/contract
- 3) State the grounds of the protest
- 4) State the relief sought

All protests based upon restrictive specifications, alleged improprieties or similar situations prior to the bid opening must be submitted to GRTC's General Manager or his/her designee no later than five (5) calendar days prior to the specified bid opening date.

The General Manager or his/her designee shall give consideration to all the facts and issues involved with the protest or objection. The General Manager or his/her designee will return a written decision to the protestor within ten (10) calendar days of receipt of the protest. The decision of the General Manager is final.

Any Offeror/Bidder who wishes to protest or object to any award made or other decisions made pursuant to the RFP/IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4359, 4360, 4363, and 4364 of Code of Virginia (1950), as amended, and only if such is provided for in such Code section.

An Offeror/Bidder may file a protest with the FTA, however reviews of the protests by FTA will be limited to GRTC's failure to follow its protest procedures, or failure to review a protest objection. An appeal to FTA must be received by the cognizant FTA Regional or Headquarters Office within five (5) working days of the date the protestor knew or should have known of the violation. See FTA Circular 4220.1E Section 7, (I).

P. 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.

Q. LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to GRTC.

R. CONTRACT WORK HOURS/SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION.

- 1) Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR part 5.

- 2) Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 3) Such records maintained under this paragraph shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- 4) Contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

S. PROTEST PROCEDURES

- 1) General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. GRTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Greater Roanoke Transit Company, 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 protestors,
 - (b) identification of contract solicitation number,
 - (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents
 - (d) a statement as to what relief is requested.

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

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

making of an award by the GRTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless GRTC determines that:

- (a) the items to be purchased are urgently required
 - (b) delivery or performance will be unduly delayed by failure to make award promptly, or
 - (c) failure to make award will otherwise cause undue harm to GRTC or the federal government.
- 4) Protests After Award - In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis, therefore. If the contractor has not executed the contract as of the date the protest is received by GRTC, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless GRTC determines that:
- (a) the items to be purchased are urgently required
 - (b) delivery or performance will be unduly delayed by failure to make award promptly, or
 - (c) failure to make award will otherwise cause undue harm to GRTC or the federal government.
- 5) 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 compliant procedure shall be submitted and processed in accordance with that federal regulation.

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

- 6) Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Region III Office in Philadelphia, Pennsylvania with a concurrent copy to GRTC. The protest filed with FTA shall:
- (a) include the name and address of the protestor;
 - (b) identify the GRTC project number and the number of the contract solicitation;
 - (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow GRTC's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible; and
 - (d) include a copy of the local protest filed with GRTC and a copy of the GRTC decision, if any.
- 7) The Recipient's Role and Responsibilities. The Common Grant Rules charges the GRTC with the initial responsibility to resolve protests of third-party contract awards.
- 8) Responsibilities to FTA - The recipient's minimum responsibilities to FTA consist of the following:
- A) Notify FTA Expediently. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third-party contract protest to which this circular applies, and to keep FTA informed about the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify FTA when it receives a third-party contract protest to which the circular applies, and to similarly keep FTA informed about the status of the protest. The recipient is expected to provide the following information:
 1. Subject. A list of protests involving third party contracts and potential third-party contracts that:
 - (a) Have a value exceeding \$100,000, or
 - (b) Involve a controversial matter, irrespective of amount, or
 - (c) Involve a highly publicized matter, irrespective of amount.

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

3. When and Where. The recipient should provide this information:
 - (a) In its next quarterly Milestone Progress Report, and
 - (b) At its next Project Management Oversight review, if any. Small recipients may report less frequently if no protest is outstanding.
 - (c) 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.

 - (d) 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.

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

10) 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.
 - i. 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.
 - ii. 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.
 - iii. Associations or Organizations. An association or organization that does not perform contracts do 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.

- 11) 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:
 - i. Does not have protest procedures, or
 - ii. Has not complied with its protest procedures, or
 - iii. Has not reviewed the protest when presented with 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 to 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.
- 12) 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.

T. SAFE OPERATIONS OF MOTOR VEHICLES

- 1) 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.
- 2) 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.
- 3) 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.

U. CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

- 1) Definitions. As used in this clause: (1) "**driving**" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise (**note:** "driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary); and (2) "**text messaging**" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication (**note:** "text messaging" does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park).
- 2) Executive Order. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009. Contractor is encouraged to adopt and enforce policies that ban

text messaging while driving company-owned/rented vehicles, Government-owned vehicles, and privately- owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Contractor is also encouraged to conduct initiatives in a manner commensurate with the size of the business, such as: **(1)** establishment of new rules and programs or reevaluation of existing programs to prohibit text messaging while driving; and **(2)** education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- 3) **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.

FTA CERTIFICATIONS TO FOLLOW

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Greater Roanoke Transit Company.

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BUSINESS ENTERPRISE (DBE) SUBMISSION TO FTA

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

Legal Name of Bidder

Authorized Signature

Print Name and Title

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

Notary Public
Registration No. _____
My Commission expires _____, 20 _____.

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

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

Sign _____
Legal Name of Bidder / Offeror

Date _____

VIRGINIA STATE CORPORATION COMMISSION CERTIFICATION

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

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

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

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

—

—

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

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

Legal Name of Bidder _____ **Date** _____

Authorized Signature _____ **Print or Type Name and Title** _____

D-U-N-S Number _____

TAX LIABILITY CERTIFICATION

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: _____

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

**REQUEST FOR PROPOSAL FOR
MEDICAL, DENTAL, VISION, LIFE, SHORT TERM DISABILITY AND EAP BENEFITS FOR
EMPLOYEES OF
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT COMPANY, INC.
RFP NO. 26-GRTC-0311
TECHNICAL FACILITATION PROVIDED USI INSURANCE SERVICES, INC
ATTACHMENT F**

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

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

Medical and Rx Questions

M.1	Please confirm that you can administer the medical plan(s) as outlined. Please note any deviations/exceptions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M.2	Please provide a network geo-access report based on home zips using the following parameters: 2 pediatricians within 10 miles, 2 OB/GYNs within 10 miles, 2 adult PCPs within 10 miles, 2 general surgeons within 15 miles, 2 other specialists within 15 miles, one acute care facility within 15 miles Please indicate what steps you will take to ensure access it currently does not meet the parameters indicated.	
M.3	Do you own your network? What, if any, locations affecting Greater Roanoke Transit Company (Valley Metro) would be rented? Please describe your provider's credentialing and quality assurance programs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M.4	What safeguards are in place to ensure that members are not penalized if they need care that cannot be provided through your network? What are your guidelines for determining prior approval of? Non-network care? How do you ensure that members are not responsible for charges in? Excess of negotiated reimbursement levels (in network) or reasonable and customary (out of network)?	
M.5	Please confirm that rates include participation in open enrollment meetings and/or health fairs annually.	<input type="checkbox"/> Yes <input type="checkbox"/> No
M.6	Please specify any participation, employer contribution, or other requirements which may void or materially change your proposal.	
M.7	Please describe all your free or low-cost wellness programs available to Greater Roanoke Transit Company (Valley Metro)	
Rx.1	Please confirm that you can administer the current/proposed pharmacy plan designs. Please note any exceptions or deviations	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rx.2	Please provide a list of the national vendors that participate in your network	

Dental Questions

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

Vision Questions

V.1	Does your network include private practitioners and retail locations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
V.2	Will members receive ID Cards?	<input type="checkbox"/> Yes <input type="checkbox"/> No
V.3	Please provide a geo access of participating providers based on home zip codes. Standard use should be 2 providers within 10 miles.	
V.4	Do you partner with any online vision companies (i.e. 1-800 contacts, Warby Parker). Provide list.	

Life/AD&D Questions

L.1	What are your requirements for filing for Waiver of Premium?	
L.2	Group life conversion policy: Please describe the policy for this account Is there a client cost for converting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
L.3	Is there an accelerated death(living) benefit available? If Yes, please describe?	<input type="checkbox"/> Yes <input type="checkbox"/> No
L.4	Does AD&D include both occ & non-occ claims?	<input type="checkbox"/> Yes <input type="checkbox"/> No
L.5	Does AD&D include both occ & non-occ claims?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Short-Term Questions

STD.1	In what ways does your firm accept a STD claimant application?	Phone, internet, paper claim, other. Please specify.
-------	--	--

STD.2	What is the average number of working days for a claim to be processed (check issued) from the date of receipt?	
STD.3	Describe the methods used to track claims.	
STD.4	How does your firm handle the administration of tax withholding, reporting, and filing of appropriate IRS W-2 forms?	

Employee Assistance Program Questions

E.1	What services are covered?	
E.2	Are they available 24 hours a day, seven days a week?	<input type="checkbox"/> Yes <input type="checkbox"/> No
E.3	Who answers phone calls, and how are they trained?	
E.4	How quickly are employees connected with a professional?	
E.5	How quickly can a professional be onsite for a critical incident?	
E.6	What professional certifications do you require of your providers?	
E.7	What type of continuing education and training do you require?	
E.8	Are providers trained in suicide risk formulation and treatment?	
E.9	What are your privacy and security protocols?	
E.10	How do you interact with area health plans?	
E.11	Do you promote wellness and other preventive measures?	
E.12	Have you provided EAP services to others in our industry?	
E.13	Will you be available to train my staff on how to support employees experiencing mental health issues?	
E.14	How is utilization reported?	
E.15	Do you record and report employee satisfaction with EAP services?	
E.16	What other reports will be available?	
E.17	How often is reporting received?	
E.18	Do you have any local professionals in Roanoke, VA area?	

Full Legal Name of Offeror: _____
Print Name

Completed by: _____
Print Name

Title of Person Signing: _____

Date: _____