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

ADDENDUM: NO. 1 TO ALL OFFERORS DATED JULY 31, 2026
Reference: RFQ 26-GRTC-0730 OFFICE AND SERVICE VEHICLE COMPUTING DEVICES
RFP Dated: July 31, 2026
Delivery To: Greater Roanoke Transit Company, Roanoke, Virginia
Due: August 14, 2026 2:00 p.m. E.T.

Please refer to the attached revised solicitation and posting notice which contains revisions to point of contact information as well as correction to Valley Metro website procurement page.

Except as noted and/or modified above, all the terms and provisions of the above solicitation remain unchanged.

NOTE: A signed acknowledgement of all addenda must be attached to your signed proposal. Refer to exhibit containing addendum acknowledgement.

Sincerely,

Jeff Spence
Procurement Specialist
540-982-0305 ext. 137
Fax- 540-982-2703

GREATER ROANOKE TRANSIT COMPANY
D/B/A VALLEY METRO
REQUEST FOR QUOTE (RFQ)

TITLE: RFQ 26-GRTC-0730 OFFICE AND SERVICE VEHICLE COMPUTING DEVICES
Commodity Code(s): 7373, 3571, 1731
Issue Date: July 31, 2026
Due Date: 2:00 p.m. E.T. on Friday August 14, 2026
Issued By: Southwestern Virginia Transit Management Company, Inc. (SVTMC) through
Greater Roanoke Transit Company
d/b/a Valley Metro (GRTC or Valley Metro)
Roy Z. Meador Operations, Maintenance and Administrative Facility
1108 Campbell Avenue, S.E., 2nd Floor
Roanoke, VA 24013
Phone (540) 982-0305, ext. 137
Fax (540) 982-2703
POC Email: jspence@valleymetro.com

The Greater Roanoke Transit Company d/b/a Valley Metro (GRTC or Valley Metro) is seeking quotes from qualified Offerors for products and services to include office laptops, ruggedized mobile computing equipment, and software. The Scope of Work also includes parts and labor for installation of ruggedized equipment in four (4) service vehicles.

Solicitation documents may be obtained:

- In person at the address listed above;
- By calling the Person of Contact (POC) listed above;
- Download online at www.valleymetro.com/procurement and click on appropriate RFQ link;
- eVA, Virginia Business Opportunities
  https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp

For quotes to be considered and evaluated, Proposals appropriately received will be opened at the designated time. Specific instructions for submittal are provided in the RFQ documents.

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.

NOTE: GRTC invites qualified Bidders to provide a bid. GRTC will review each response and shall award to the lowest responsive and responsible Bidders. GRTC reserves the right to cancel or reject the solicitation or reject any or all quotes to waiver any informalities in any quote and to purchase any whole or part of the items or services listed in the Request for Quote. Quote is good for 60 days. Multiple awards may result to fulfill the needs of the agency.

GRTC DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS
GRTC IS A TAX EXEMPT ORGANIZATION

REQUEST FOR QUOTE ***THIS IS NOT AN ORDER***
Please complete and return this form with your quotation
FAX QUOTES TO: (540) 982-2703
EMAIL QUOTES TO: GRTCprocurement@valleymetro.com

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

DATE: July 31, 2026 **RFQ 26-GRTC-0730** **OFFICE AND SERVICE VEHICLE COMPUTING DEVICES**	**RESPOND BY: August 14, 2026, by 2:00 p.m.** (if your response is not received by 2:00 p.m. on stated day, your quotation may not be considered)
POC: Jeff Spence, Procurement Specialist E-mail Address: jspence@valleymetro.com Telephone number: 540-982-0305 ext. 137 Fax number: (540) 982-2703	**RFQ Index:** Project Narrative & Specifications- Attachment A Additional Information – Attachment B Insurance Requirements- Attachment C Purchase Order Terms and Conditions- Attachment D FTA Federal Clauses – Attachment E Federal Transit Administration Terms, Conditions, and Certifications- incorporated herein Acknowledgements & Certifications – Attachment F

PUBLIC NOTICE OF AWARD: Public notice of purchase order/ contract award will be posted at GRTC's Administration Building on the first floor in the showcase at 1108 Campbell Avenue, S.E., Roanoke, Virginia 24013. The posting will also be posted on the Valley Metro website, www.valleymetro.com and posted on the eVA Virginia Business Opportunities website, https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp. Award information may also be obtained from the POC listed on this solicitation.

Base Bid Description	Qty.	Unit of Measure	Extended Base Bid Price
Rugged Laptops for Service Vehicles per Attachment A (Devices, Docking Station, Mounting System, and Software Only)	4	Each	
Accessories per Rugged Laptops per Attachment A	4	Each	
Extended Warranty Rugged Devices and Docking Station for Service Vehicles	4	Each	
Laptops for Office (Devices and Software) per Attachment A	10	Each	
Accessories per Laptops per Attachment A	10	Each	
Extended Warranty Laptops for Microsoft 365	10	Each	
Asus NUC 15 Pro Mini PC (Devices and Software) per Attachment A	5	Each	
Accessories per Asus NUC 15 Pro Mini PC per Attachment A	5	Each	
Extended Warranty Asus NUC 15 Pro Mini PC for Microsoft 365	5	Each	

Additional Fees/Charges Description such as shipping, shop fees, etc.			
Total Base Bid			

Options Bid Description	Qty.	Unit of Measure	Options Bid Price
Local Installation of Rugged Laptop for Service Vehicle per Attachment A (Devices, Docking Station, & Mounting System Only) Vehicle Unit #3	1	Each	
Local Installation of Rugged Laptop for Service Vehicle per Attachment A (Devices, Docking Station, & Mounting System Only) Vehicle Unit #4	1	Each	
Local Installation of Rugged Laptop for Service Vehicle per Attachment A (Devices, Docking Station, & Mounting System Only) Vehicle Unit #5	1	Each	
Local Installation of Rugged Laptop for Service Vehicle per Attachment A (Devices, Docking Station, & Mounting System Only) Vehicle Unit #6	1	Each	
Warranty on Installation for a term of 12 months per vehicle; begins Day 1 of Valley Metro's sign-off on each vehicle installation. Warranty applies to mounting hardware, dock, pole, arm, and accessories.	4	Each	
Additional Fees/Charges: include brief descriptions such as shipping, shop fees, etc			
Total Options Bid			

Total Fixed Bid (including Options and Additional Fees)			

DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE STATED HEREIN;
BID PRICE SHALL INDICATE SHIPPING, HANDLING, ENVIRONMENTAL, ETC CHARGES.

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

NOTE: GRTC invites qualified Bidders to provide a bid. GRTC will review each response and shall award to the lowest responsive and responsible Bidders. GRTC reserves the right to cancel or reject the Request for Quote or reject any or all quotes to waiver any informality in any quote and to purchase any whole or part of the items or services listed in the Request for Quote. Fax quote is good for 60 days.

EQUIPMENT/ PRODUCT SHALL BE DELIVERED TO GRTC AT 1108 CAMPBELL AVENUE, S.E., ROANOKE, VIRGINIA 24013 WITHIN 60 DAYS OF THE ISSUANCE OF A PURCHASE ORDER OR AS OTHERWISE AGREED IN FINAL PRICING.

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

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

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

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

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

____

____

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

***Bid submittal shall include pages 1-3 of the Request for Quote and pages 31-36**

ATTACHMENT A
FAX QUOTE RFQ 26-GRTC-0730
OFFICE AND SERVICE VEHICLE COMPUTING DEVICES
PROJECT NARRATIVE & SPECIFICATIONS

Project Narrative
GRTC/Valley Metro is seeking a qualified vendor to provide OFFICE AND SERVICE VEHICLE COMPUTING DEVICES to enhance office and field operations, including standard non-rugged business devices and rugged devices. All devices and accessories shall be configured for off-line Microsoft Office applications access as well as access to Valley Metro's VPN. Physical installation of rugged category equipment shall be an optional bid item. If installation services for rugged equipment are included in the bid, the bidder shall provide a minimum of two (2) references for similar rugged laptops, docking station, and vehicle mounting system installations completed for municipal, county, state, or other government agencies. References shall include the agency name, project description, and contact information. Valley Metro is a tax-exempt government agency and may be utilized to support the community in case of a local, state, or Federal emergency. The use of city, state, or federal funds may be used in the purchase of this Scope of Work.

Scope of Work Delivery FOB to this address unless otherwise noted: 1108 Campbell Ave, SE Roanoke, VA 24013
In Scope

All products shall be new, current-generation, business-class devices manufactured by tier-one OEMs. All products must be clearly identified on the bid form and must be recently released models and genuine OEM software offering extended enterprise support lifecycle, long-term replacement parts availability, and manufacturer-supported Windows updates and security support. No vendor or other third-party software shall be installed. The Contractor shall clearly document all manufacturer model/serial numbers and license versions with provided warranties. Include warranty terms, coverage, exclusions, and procedures for obtaining warranty service. A minimum three (3) year manufacturer warranty covering parts and labor is preferred for all line items, as may be applicable. System mounting hardware shall be a manufacturer-certified, crash-tested mounting system for all rugged laptops. Mounts shall be ergonomically positioned and installed to prevent interference with vehicle controls, driver visibility, or airbag deployment zones, while ensuring safe and secure operation.

Contractor shall furnish and install tamper-resistant docking stations and intelligent power supplies that securely support rugged laptops, provide required connectivity, protect against power fluctuations and vehicle battery drain, and allow for quick, secure laptop docking and removal by authorized users.

The Contractor shall install Owner-furnished cradle point devices and antenna (see attached installation instructions, and installation guide), including all labor, mounting hardware, power connections, and cabling required for a complete and operational installation in accordance with the manufacturer's requirements.

All wiring shall be securely supported, protected from abrasion, heat, moisture, and mechanical damage. Wiring shall not interfere with vehicle controls, occupant movement, seat operation, or airbag deployment zones. Conductors passing through metal panels shall be protected by approved grommets. Power circuits shall be appropriately fused and routed in accordance with OEM upfitter guidance and applicable electrical standards. Cables shall be neatly bundled, identified, and installed to permit future maintenance.

There is no minimum order for this contract and multiple awards may result in order to fulfill this Scope of Work.

The Contractor shall provide the following products that are equivalent or exceed the following minimum specifications:

Section 1 - Provide fully rugged class laptops for Company Service Vehicles:

Specification	Requirement
Type	Fully Rugged
Processor	Intel Core Ultra 7
Memory (RAM)	Minimum 64 GB
Storage	Minimum 512 GB Solid State Drive (SSD)
Display	Minimum 13-inch FHD ~1200 nits
Operating System	Windows 11 Pro (or current business-class equivalent)
Wireless	Wi-Fi 6 and Bluetooth capability
Cradlepoint	Cradlepoint router - R980, w/WIFI, 5G
Antenna	Mobile Mark antenna, MFG: LTMWG942-A3CB3CW3JG2C-WHT-180
Ports	2 USB-A and 1 USB-C ports, and 1 HDMI or equivalent video output
Durability	Shock-resistant and vibration-tolerant for vehicle use
Power	Compatible with vehicle power systems, including necessary adapters
Mounting	Secure vehicle docking station and mounting hardware
Environmental	Operable in a wide temperature range typical of field use

Section 1B - Provide complete installation of rugged laptops and operational testing to include mounting hardware for the following Service Vehicles:

UNIT 3	2017	Ford	Explorer	1FM5K8B84HGA04455
UNIT 4	2017	Ford	Explorer	1FM5K8B86HGA04456
UNIT 5	2022	Ford	Explorer	1FMSK8BB2NGA08577
UNIT 6	2022	Ford	Explorer	1FMSK8BB3NGA09267

Section 2A - Provide business-class laptops:

Specification	Requirement
Type	Standard business-class laptop
Processor	Intel Core i5 (latest generation) or equivalent
Memory (RAM)	Minimum 16 GB
Storage	Minimum 512 GB Solid State Drive (SSD)
Display	Minimum 15-inch Full HD display
Operating System	Windows 11 Pro
Wireless	Wi-Fi 6 and Bluetooth capability
Ports	2 × USB-A, USB-C, HDMI (or equivalent)
Battery Life	Minimum 8 hours typical use
Accessories	Power adapter and standard docking capability (if required by Company)
Form Factor	Lightweight, professional-grade design suitable for office productivity
Software	Microsoft 365 Business Premium with Copilot; additional software as noted below
Accessories	wireless mouse

Section 2B - Designated location/staff (equipment installed by Owner):

Room 203	General Manager
Room 204	Assistant General Manager
Room 205	Director of Finance
Room 206	Finance Supervisor
Room 222	Assistant Director of Transportation
Room 224	Director of Transportation
Room 233	Assistant Director of Maintenance
Room 234	Director of Maintenance
Room 208	Director of Procurement; Adobe Acrobat Studio (shared install #1)
Room 202	Director Special Projects; Adobe Acrobat Studio (share install #2)

Section 3A - Provide business-class mini PCs complete with software:

Type: Asus NUC 15 Pro Mini PC
Processor/Other spec: Intel Core 7 240H 16 GB DDRS/1TB SSD/WifI-7
Memory (RAM): 1GB DDR5
Storage: 1TB
Display: None – connected to dual monitor
Operating System: Windows 11 Pro
Wireless Connectivity: Wi-Fi 6 and Bluetooth capability
Ports: 2-USB-A, USB-C, HDMI (or equivalent)
Battery: None
Accessories: Power adapter and standard docking capability (if required by Company)
Form Factor: Lightweight, professional-grade design suitable for office productivity
Software: Microsoft 365 Business Premium with Copilot

Section 3B - Designated locations (equipment installed by Owner):

Third St Station	Dispatch office Terminal Bldg. – dual ports for dual monitors
	I/O Booth Terminal Bldg. – dual ports for dual monitors
	Security Booth Terminal Bldg. – dual USB ports for devices
	I/O Booth Customer Service - dual USB ports for dual monitor
	Maintenance Supervisor Terminal Bldg. – dual USB ports or HDMI for dual monitor

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ATTACHMENT B
FAX QUOTE RFQ 26-GRTC 0730
SERVICE VEHICLE PC EQUIPMENT
ADDITIONAL INFORMATION

Operations or Department Stakeholder and POCs
1. General Manger – Kevin Price, 540-613-5523 desk 2. Asst General Manager - Ron Parker, 540-239-7848 cell 3. Director of Procurement - Tanya Boone, 540-589-3421 cell 4. Director of Transportation – Bob Broughman, 540-613-5530 desk
Key Milestone(s)
1. Submit vendor questions to GRTC by **August 5, 2026** 2. Receive GRTC responses to vendor questions by **August 7, 2026** 3. Submit complete proposal and pricing package by **August 14, 2026** 4. Receive notice of contract award by **August 17, 2026** 5. Schedule Service Vehicle Rugged Equipment Installation by **September 4, 2026** 6. Office Laptop Delivery & Rollout by **September 4, 2026** 7. Project Closeout, Owner Sign-Off, and Invoicing by **October 4, 2026**
Project Deliverables
1. Complete quote submission and pricing proposal, including a clear indication of whether installation/services are included in the quoted price; all pricing shall include shipping and delivery costs. Quotes must be based on new, unused equipment only (no refurbished, remanufactured, or previously used equipment). Submit product data sheets and manufacturer specifications for all laptops and accessories, along with a preliminary project schedule and delivery timeline. 2. Post-award submittals including cut sheets, installation plan, mounting specifications, GPS compatibility confirmation, and power verification 3. Provision of all required accessories, including power adapters, wireless mouse for office laptops, vehicle mounting/docking hardware, and necessary connection components 4. Delivery of equipment to 1108 Campbell Ave SE, Roanoke, VA, including packing list and delivery documentation with Valley Metro acceptance confirmation 5. Testing and commissioning, including functional testing of all devices, connectivity verification (Wi-Fi, Bluetooth, GPS), vehicle installation performance checks, and correction of deficiencies 6. Include serial and model numbers, warranties, manuals, and installation/installation documentation 7. Training (if requested), including basic user orientation and quick reference materials 8. Project close-out including final acceptance sign-off, resolution of all outstanding punch list items, and final invoice submission

9. Compliance deliverables including FTA compliance certification, DBE and civil rights compliance acknowledgment, Section 889 compliance certification, and record retention compliance (2 CFR § 200)
Scope of Work Drawings or Sketches
n/a
Out of Scope
n/a

Billing Information
1. Product invoicing/billing will not be accepted without Valley Metro's acceptance of project by one of the POC's listed above. 2. Send invoices to:GRTC-InvoiceSubmit@valleymetro.com and cc jspence@valleymetro.com
Utilities or Infrastructure Affected
None expected.
Physical Constraints/Delivery Logistics
n/a
Labor codes/NAICS codes:
7373 – Computer Integrated Systems Design 3571 – Electronic Computers 1731 – Electronics Installation

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ATTACHMENT C
FAX QUOTE RFQ 26-GRTC-0730
PC EQUIPMENT
INSURANCE REQUIREMENTS

The following insurance coverages and limits are required to provide goods, services, construction, professional and non-professional services to the GRTC, Virginia general government agencies. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the Greater Roanoke Transit Company (GRTC), Southwestern Virginia Transit Management Company, Inc. (SVTMC), First Transit, Inc., TransDev Inc., Virginia Department of Rail and Public Transportation (DRPT), the City of Roanoke and their officers, employees, agents, assigns, and volunteers as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the GRTC. In addition, the Successful Bidder/Offeror shall agree to give the GRTC a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

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

Workers' Compensation and Employer's Liability

Statutory Virginia Limits
Employers' Liability Insurance - $100,000 for each Accident by employee
$100,000 for each Disease by employee
$500,000 policy limit by Disease

Commercial General Liability

$1,000,000 each occurrence including contractual liability for specified agreement
$2,000,000 General Aggregate (other than Products/Completed Operations)
$2,000,000 General Liability-Products/Completed Operations
$1,000,000 Personal and Advertising injury
$ 500,000 or 1,000,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, autos and hired/non-owned auto liability coverage

Combined Single Limit - $1,000,000 each accident (add: with applicable endorsement to cover waste cargo, if transporting hazardous materials).

Umbrella Liability

$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if checked:

☐ **Professional Liability - $2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

☐ **Errors and Omissions coverage in an amount of not less than $1,000,000 per occurrence and in the aggregate.** Coverage may be written on an occurrence or claims made coverage form. However, if a claim made coverage form is used; coverage must remain in effect for a minimum of 3 years after the Contractor's work is concluded.

☐ **Cyber Liability - $1,000,000 Per Occurrence**
Required if the Scope of Work includes the collection and electronic transmittal of Protected Health Information (PHI), or any other demographic data on individuals (such as customers, employees, vendors) including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information. Required if the Scope includes hosting, operating, or maintaining Intelligent Transportation Systems (ITS), transit management software, cloud hosting, fare collections, digital ticketing, payment card processing (requiring PCI-DSS compliance), rider data, network infrastructure, WI-FI, Telecom, satellite, cellular, VOIP, and radio communication backbones.

☐ **Pollution Liability - $1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, Fuels, Fuel Additives.

☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

☐ **Builders Risk Coverage**

Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, GRTC shall insure the Builder's Risk with the Contractor being responsible for the first $10,000 of any claim.

☐ **Other as Specified: N/A**

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s).The GRTC makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the GRTC. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the GRTC, and such proof has been approved by the GRTC. The Contractor confirms to the GRTC that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract

NOTE 5: Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. Greater Roanoke Transit Company (GRTC), Southwestern Virginia Transit Management Company, Inc. (SVTMC), First Transit, Inc., TransDev Inc., Virginia Department of Rail and Public Transportation (DRPT), the City of Roanoke and their officers, employees, agents, assigns, and volunteers shall be endorsed as "additional insureds" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.. The Contractor shall immediately notify in writing the GRTC of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the GRTC with the signed Contract an Accord certificate of insurance along with one of the following types of additional insured endorsements:

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

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

However, if B (1) or (2) cannot be provided, the GRTC's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the GRTC deems acceptable. Certain on-site service projects falling below $50,000 value may provide the following in the certificate description box: Greater Roanoke Transit Company (GRTC), Southwestern Virginia Transit Management Company, Inc. (SVTMC), First Transit, Inc./Trans Dev, Virginia Department of Rail and Public Transportation (DRPT) and the City of Roanoke and their officers, employees, agents, assigns, and volunteers are additionally insured to the general liability policy except with regard to the workers compensation coverage.

The Certificate Holder should be addressed as follows:

<u>NOTE 6:</u> Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the GRTC, City of Roanoke, and its officers, employees, agents, assigns, and volunteers.

NOTE 7: Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The GRTC does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the GRTC or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the GRTC to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

NOTE 8: The Certificate Holder should be addressed as follows:
If mailed:
Greater Roanoke Transit Company d/b/a Valley Metro
ATTN: General Manager
1108 Campbell Ave, SE
Roanoke VA 24013
If emailed: GRTC-InvoiceSubmit@valleymetro.com

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ATTACHMENT D
FAX QUOTE RFQ 26-GRTC-0730
SERVICE VEHICLE PC EQUIPMENT
PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions.

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

2. Invoicing.

All invoices shall be sent to:

Greater Roanoke Transit Company
P.O. Box 12347.
Roanoke, Virginia 24032

Or email to: GRTC-InvoiceSubmit@valleymetro.com (case sensitive)

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

3. Termination For Default and Convenience.

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

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

C. GRTC may exercise right to set-off amounts owed to the Vendor. GRTC may require Vendor to transfer title and deliver to GRTC any or all items procured or produced by Vendor for performance of the work terminated.

4. Change By Vendor.

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

5. **Changes By GRTC.**

At any time GRTC may, by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs, or specifications; (2) method of shipping/ packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such changes cause a material increase or decrease in the cost of the items, to the time required for performance of any part of the work required by this Purchase Order, GRTC and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to GRTC of Vendor's intent to file a

claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment.

GRTC may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

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

7. **Sale Tax Exemption.**

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

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

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

9. **Inspection.**

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

10. **Insurance.**

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

11. **Warranty.**

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

work, material, equipment, or part or the item that is found by GRTC to be defective or not in accordance with the terms of this Purchase Order. Vendor to supply OEM warranty documentation and as-built technical brochures for equipment and parts supplied for this scope of work.

12. Independent Contractor.

The relationship between Vendor and GRTC is a contractual relationship. Vendor shall, at all times,

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

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

13. Nondiscrimination.

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

14. Drug-Free Workplace.

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

15. Faith- Based Organization.

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

16. Assignment.

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

17. Successors and Assigns.

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

18. Indemnification.

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

19. Governing Law and Forum Selection.

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

20. Acceptance- Entire Agreement- Modification.

Acceptance of this Purchase Order shall be limited to the terms and conditions, but such terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between GRTC and the Successful Offeror contained herein and/or incorporated herein by reference. "If the vendor wishes to add, detract, substitute or otherwise modify the content of said terms and conditions, in part or in whole, such additions, detractions, substitutions, or modifications must be conveyed to

GRTC in writing five (5) business days prior to the due date and time for bids for this solicitation. During this five (5) day period, the vendor and GRTC will in good faith attempt to reconcile the terms and conditions to the satisfaction of both parties. If the reconciliation is not achieved within the five

(5) day period, GRTC is not obligated to come to terms with the vendor and reserves the right to engage the next lowest bid."

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

21. Fuel Surcharge.

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

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ATTACHMENT E
FAX QUOTE RFQ 26-GRTC-0730
SERVICE VEHICLE PC EQUIPMENT
FTA REQUIREMENTS, CONDITIONS, AND CERTIFICATIONS

The following items are requirements, conditions, and certifications required by the applicable 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 hereby agrees to comply with all of the applicable 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 4220.1G version. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

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

1. Incorporation of Federal Transit Administration (FTA) Terms

a) The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

2. Notice to Third Party Participants

a) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or

b) guidance, or changes in the Recipient’s Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

c) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

3. Civil Rights Laws and Regulations – All Contracts

The following Federal Civil Rights laws and regulations apply to all contracts.

1 **Federal Equal Employment Opportunity (EEO) Requirements**. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 **Nondiscrimination on the Basis of Sex**. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 **Nondiscrimination on the Basis of Age**. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs

4 against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §

621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

5 **Federal Protections for Individuals with Disabilities**. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The GRTC is an Equal Opportunity Employer. As such, the GRTC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the GRTC agrees to comply with the requirements of 49 U.S.C. § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with

applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, 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.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty**. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

4. <u>Civil Rights – ADA Access (for specific contracts only)</u>

<u>The following Federal Civil Rights laws and regulations additionally apply to contracts for turn-key Complementary Paratransit Operations:</u>

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

a) Federal laws, including:

   i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

   ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

      (1) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

(2) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"

iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;

iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

b) Federal regulations and guidance, including:

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

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

iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and 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;

iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;

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

vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36; vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;

vii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F; ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;

viii) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;

ix) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

* **49 CFR Part 37 Subpart F:** Contains the specific requirements for paratransit as a complement to fixed-route service;

* **49 CFR § 37.121 - 37.131:** Mandates that service must be provided within a 3/4-mile corridor on either side of a fixed route, during the same hours and days;

* **49 CFR § 37.125:** Defines the standards and mandatory administrative processes an agency must follow for ADA paratransit eligibility**;**

*** 49 CFR § 37.127:** Requires reciprocal paratransit access for eligible visitors for any combination of 21 days during a 365-day period;

* **49 CFR § 37.131:** Establishes mandatory operational criteria. Fares cannot exceed twice the fixed-route fare, trip purpose restrictions are strictly prohibited, and prior-day reservations must be available;

* **49 CFR § 37.173:** Mandates that all paratransit personnel must be properly trained to proficiency in safely operating vehicles, equipment, and assisting passengers with disabilities;

* **49 CFR Part 27:** Ensures nondiscrimination on the basis of disability in programs and activities receiving federal financial assistance;

* **49 CFR Part 38:** Lays out the accessibility specifications for transportation vehicles, such as wheelchair securement devices and ramps;

* **Title VI Compliance:** Paratransit operations must adhere to Title VI of the Civil Rights Act – services and policies cannot result in disparate treatment or discriminatory impact based on race, color, or national origin

5. Disadvantaged Business Enterprise (DBE)

a) It is the policy of the GRTC and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

b) The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the GRTC deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

c.) Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the GRTC makes to the prime contractor. 49 C.F.R. § 26.29(a).

d.) Finally, for contracts with defined DBE contract goals, GRTC must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the GRTC's written consent; and that, unless the GRTC's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

6. No Government Obligation to Third Parties

a) The 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 the GRTC , Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7. Program Fraud and False or Fraudulent Statements and Related Acts

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

chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

8. Prompt Payment

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. 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.

The contractor must promptly notify the Agency, 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 the Agency.

9. Access to Records and Reports

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

10. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

11. Safe Operation of Motor Vehicles

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 the Contractor or Agency.

Distracted Driving
The Contractor agrees to 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

12. Trafficking in Persons

The contractor agrees that it and its employees that participate in the Recipient’s Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient’s Award is in effect;
(b) Procure a commercial sex act during the period of time that the Recipient’s Award is in effect; or
(c) Use forced labor in the performance of the Recipient’s Award or sub-agreements thereunder.

13. Federal Tax Liability and Recent Felony Convictions

(1) The contractor certifies that it:
  (a) Does not have any 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; and
  (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   1) Procure or obtain;
   2) Extend or renew a contract to procure or obtain; or
   3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

      (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

      (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

      (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c) See Public Law 115-232, section 889 for additional information.

d) See also § 200.471.

15. Termination

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

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

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's

remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the

Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision

of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time,

whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

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

The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended.

The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.

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 Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

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

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

16. <u>Debarment and Suspension</u>

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. 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. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

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 AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

FTA CERTIFICATES REQUIRING SIGNATURE TO FOLLOW.

GREATER ROANOKE TRANSIT COMPANY D/B/A VALLEY METRO
BIDDER'S CERTIFICATION OF DISADVANTAGED
BUSINESS ENTERRISE (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 ____

TAX LIABILITY CERTIFICATION

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

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;

2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and

3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

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

Company: ____

Name: ____

Title: ____

Signature: ____

Date: ________________________________

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder/Offeror (if the Offeror is an individual, a partner in the proposal (if the Bidder/Offeror is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Offeror is a coporation);
2. That the attached proposal or proposals has been arrived at by the Bidder/Offeror independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the Request for Proposal, designed to limit independent proposals or competition.
3. That the contents of the proposal or proposals has not been communicated by the Bidder/Offeror or its employees or agents to any person not an employee or agent of the Bidder/Offeror or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals.
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

____

Legal Name of Bidder/Offeror

____

Authorized Signature

____

Print Name and Title

Bidder/Offeror’s EIN ____

(Number used on employer’s Quarterly Federal Tax Return)

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 principals:

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

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

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

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

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

____

Typed Name & Title of Authorized Representative

____

Signature of Authorized Representative Date

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

____

ATTACHMENT F
FAX QUOTE RFQ 26-GRTC-0730
SERVICE VEHICLE PC EQUIPMENT
ACKNOWLEDGEMENTS AND CERTIFICATIONS

ACKNOWLEDGEMENT OF ADDENDA

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the Bid documents: (If none received, write none)

ADDENDUM NUMBER: ____________________ DATED: ________________________________

ADDENDUM NUMBER: ____________________ DATED: ________________________________

ADDENDUM NUMBER: ____________________ DATED: ________________________________

ADDENDUM NUMBER: ____________________ DATED: ________________________________

NOTE: Failure to acknowledge receipt of all addenda OR none - may cause the Bid to be considered non-responsive to the Bid. Acknowledged receipt of each addendum must be clearly established and included with the Bid.

____
Company

____
Authorized Signature/Date

____
Name Printed

____
Title

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY & SAM.GOV

The ____ (Name of Contractor) hereby certifies that (Check appropriate box) ☐ is or ☐ is not included on the United States Comptroller General's "Consolidated List of Persons or Firms Currently Debarred for Violation of Various Public Contracts Incorporation Labor Standards Provision"

____
Company

____
Authorized Signature /Date

____
Name Printed

____
Title

______________ ______________
SAM Number DUNS Number

NOTE: The System for Award Management (SAM) is an official website of the U.S. government.

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