



Greater Roanoke Transit Company Invitation for Bid

Issue Date: June 30, 2010

Bid Number: IFB # 10-GRTC-0602 Mobile Vehicle Lifting Systems		Bid Opening Date: July 30, 2010		
		Bid Opening Time: 2:00 p.m.		
Legal Name of Bidder (As listed by the Virginia State Corporation Commission):				
Name:				
Mailing Address:				
Terms:				
Delivery:				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	Greater Roanoke Transit Company (d/b/a Valley Metro) Roy Z. Meador Building, 2 nd Floor 1108 Campbell Avenue, SE Roanoke, VA 24013		Ms. Tiffany Ollie, Purchasing Agent Phone: 540-982-0305 X. 126 Fax: 540-982-1137 Email: tollie@valleymetro.com	

No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.

GRTC reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.

This Invitation for Bid consists of these parts:

1. All Sections of the Invitation for Bid.
2. Bid Form (Attachment A).
3. Sample Contract (Attachment B)
4. Technical Specifications (Attachment C)
5. Debarment and Suspension Certification Form (Attachment D)
6. Federal Lobbying Certification Form (Attachment E)
7. Buy America Certification: Steel, Iron and Manufactured Products (Attachment F)
8. ARRA Reporting Requirements Form (Attachment G)
9. Federal Transit Administration (FTA) Requirements, Conditions, and Certifications (Attachment H)
10. DBE Certification Form (Attachment I), if applicable

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**GREATER ROANOKE TRANSIT COMPANY (d/b/a VALLEY METRO)
INVITATION FOR BID IFB #10-GRTC-0602**

SECTION 1. PURPOSE.

The purpose of this Invitation for Bid (IFB) is the procurement of the following items:

- A. Five (5) sets of four-post mobile vehicle lifting systems
- B. One (1) set of six-post mobile vehicle lifting systems

Greater Roanoke Transit Company (GRTC) invites any qualified Bidder to respond to this IFB by submitting a Bid for items consistent with the terms and conditions herein set forth. GRTC desires to purchase five (5) sets of four-post and one (1) set of six-post mobile vehicle lifting systems to replace existing vehicle lifting equipment located at its garage at 1108 Campbell Avenue SE in Roanoke Virginia. The five four-post mobile vehicle lifting systems will be used to lift heavy-duty transit buses, and the one six-post mobile vehicle lifting system will be used to lift heavy-duty three-axle over-the-road coaches. This procurement includes all necessary equipment for a complete system, delivery, assemble, and installation to occur within twelve (12) weeks of award, initial set-up of equipment by the vendor, and vendor training on use of the mobile lifting systems, all as described more fully herein.

SECTION 2. BACKGROUND.

- A. GRTC, known locally as Valley Metro, is a private, nonprofit, public service organization wholly owned by the City of Roanoke and provides public transit services for the City of Roanoke, City of Salem, and Town of Vinton within a 60 square mile area. GRTC maintains its own transit and service vehicle fleet located and housed in the Roy Z. Meador Transit Maintenance and Administration Facility, 1108 Campbell Avenue SE, Roanoke, Virginia, 24013.
- B. GRTC has obtained grant funds from the Federal Transit Administration (FTA) and from the Virginia Department of Rail and Public Transportation (VDRPT). Accordingly, all such work, services, and materials for this Project are subject to any grant agreements providing funds for this Project. This includes all applicable terms and provisions of the various federal, state, and local agreements connected with such grant funding and all such terms and provisions are incorporated herein by reference. Bidders may review any such grant agreements at the administrative offices of GRTC as listed in the bid documents.

SECTION 3. SERVICES AND/OR ITEMS REQUIRED.

- A. A description and listing of the services and items that the Successful Bidder(s) will be required to provide to GRTC under this IFB are those that are set forth below and referred to in any way in the sample contract, any terms and conditions, and/or any attachments referred to in this IFB. Each Bidder should carefully read and review all such documents.
- B. A general description of the items and/or services the Successful Bidder shall be required to provide to GRTC include, but are not limited, to the following:

- (1) Five (5) sets of four-column heavy-duty mobile vehicle lifting systems;
- (2) One (1) set of six-column heavy-duty mobile vehicle lifting system.
- (3) Delivery, assemble, and installation of the six (6) mobile vehicle lifting systems at the GRTC facility at 1108 Campbell Avenue SE, Roanoke Virginia.
- (4) Training of GRTC maintenance staff in the use of the mobile vehicle lifting systems.
- (5) The Successful Bidder shall be required to provide all services and items necessary for a turnkey Project that shall result in six properly installed and functioning heavy-duty mobile vehicle lifting systems.
- (6) The Successful Bidder shall be required to comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (7) Detailed Technical Specifications are included in Attachment B.

SECTION 4. TERM OF CONTRACT

- A. The time of performance for any resultant Contract or Purchase Order shall not exceed twelve (12) weeks.

SECTION 5. PAYMENT FOR SERVICES.

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Contract, subject to final approval by GRTC.

SECTION 6. GENERAL INSTRUCTIONS TO BIDDERS.

- A. Sealed Bids, to be considered, must be received by GRTC by delivery to Greater Roanoke Transit Company, ATTN: Ms. Tiffany Ollie, Purchasing Agent, 1108 Campbell Avenue, SE, Roanoke, VA 24013, at or before 2:00 p.m., local time, on July 30, 2010, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Administration Office, or if it is not working, such time shall be determined by the GRTC official who is to open the Bids. The IFB and related documents may be obtained during normal business hours from the GRTC's Purchasing Agent at (540) 982-0305, Ext. 126, or from the GRTC web site at www.valleymetro.com.

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**“Sealed Bid Number: 10-GRTC-0602- Mobile Vehicle Lift Systems
Opening Date: July 30, 2010 and Time: 2:00 p.m.”.**

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

- B. **If you download this IFB from the GRTC website and intend to submit a Bid, you should notify GRTC's Purchasing Agent. GRTC is not responsible for any IFB obtained from any source other than GRTC. Contact GRTC's Purchasing Agent by phone at (540) 982-0305, Ext. 126, by fax at (540) 982-1137, or by e-mail at tollie@valleymetro.com.**
- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.

- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this IFB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this IFB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. GRTC's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to GRTC original work papers, documents, and materials used in preparation of the Bid.
- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the IFB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by GRTC, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) and services requested, a notice of award will be made which will be posted to a file in the GRTC's Purchasing Department, telephone (540) 982-0305 Ext.126, and notification of such award will be made available for Public view in the GRTC Administrative Office, 1st Floor Lobby at 1108 Campbell Avenue SE, Roanoke, VA 24013.
- Purchase Orders, when awarded to the Successful Bidder, will be issued and sent to the address shown on the Bidder's Bid response. Upon completion of the Purchase Order, payment will be made only to the Successful Bidder at the address as shown on the Purchase Order. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by GRTC.
- K. All items identified in this IFB are to be quoted and provided **F.O.B. DESTINATION – INSIDE DELIVERY**, unless otherwise stated in this IFB.

- L. GRTC reserves the right to cancel this IFB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the IFB.
- M. Bidder shall notify in writing GRTC's Purchasing Agent if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or GRTC or has any responsibility or authority with the City or GRTC that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Agent with the complete name and address of each such person and their connection to the City of Roanoke and/or GRTC. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this IFB , apply to this IFB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.

N. **SPECIAL TERMS AND CONDITIONS TO BE INCLUDED IN CONTRACTS FUNDED IN WHOLE OR IN PART BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

- 1) **GENERAL:** The contract awarded based upon this IFB is governed by the provisions of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "Recovery Act" or "ARRA Requirements" and the Contractor agrees that it will comply with all Recovery Act Requirements applicable to this contract. In the event of a conflict between the terms of this contract and the Recovery Act Requirements, the provisions of the Recovery Act Requirements shall be controlling. The Contractor acknowledges that these Special Terms and Conditions may require changes due to future revisions of the Recovery Act Requirements, and Contractor agrees that it shall comply with any such changes upon receipt of written notification from the Commonwealth of such changes. Such changes will become a material part of the contract without the necessity of either party executing an amendment to this contract. Contractor also agrees that it will provide all information and documentation required by the Commonwealth of Virginia in order to comply with the Recovery Act Requirements. Contractor agrees that, to the extent ARRA Requirements conflict with Commonwealth of Virginia requirements, the ARRA Requirements shall control.
- 2) **D-U-N-S® NUMBER:** All Contractors are required to provide the Commonwealth of Virginia with their unique Dun & Bradstreet Data Universal Numbering System D-U-N-S® number prior to award.
- 3) **JOBS CREATION AND RETENTION:** The Contractor shall provide to the Commonwealth of Virginia an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled and retained as a result of this Contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the Contractor. The Contractor shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the Commonwealth no later than ten business days before the end of each calendar quarter.

The Contractor shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs

provided the terms are widely understood and describe the general nature of the work.

- 4) **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government containing information on the use of ARRA funds no later than ten (10) calendar days after the end of each calendar quarter. Accordingly, Contractor agrees to provide the Commonwealth of Virginia with such information, no later than five (5) calendar days after the end of each calendar quarter, as is required implementing regulations (2 CFR § 176.50), guidance provided by the White House Office of Management and Budget and the terms of the ARRA grant that provides funds for this contract provide guidance on what information must be reported.

O. **Bid Submittals shall include:**

1. **Page 1, Invitation for Bid, signed by the Bidder**
2. **GRTC Bid Form, signed by the Bidder (Attachment A)**
3. **Debarment and Suspension Certification Form (Attachment D)**
4. **Federal Lobbying Certification Form (Attachment E)**
5. **Buy America Certification: Steel, Iron and Manufactured Products (Attachment F)**
6. **ARRA Report Form (Attachment G)**
7. **DBE Certification Form (Attachment I), if applicable**

Failure to do so may result in the Bid being determined as non-responsive.

Questions or concerns may be addressed by contacting the GRTC Purchasing Agent at (540) 982-0305 Ext. 126 or reply to:

Greater Roanoke Transit Company
ATTN: Ms. Tiffany Ollie, Purchasing Agent
1108 Campbell Avenue, SE
Roanoke, VA 24013

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this IFB.
- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the applicable Federal Transit Administration and VDRPT regulations apply to this IFB, unless specifically modified herein.
- S. GRTC may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- T. GRTC is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to GRTC.

- U. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this IFB may be directed to Ms. Tiffany Ollie, Purchasing Agent, via e-mail at tollie@valleymetro.com, or faxed to (540) 982-1137.
- V. Each Bidder is required to state if it has ever been debarred by any federal, state, or local government. If so, please give the details of each such matter and include this information with Bidder's response.
- W. Each Bidder who is a stock or non-stock corporation, limited liability company, business trust, or a limited partnership or other business entity, other than an individual, shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Bidder shall include in its bid response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and shall list its business entity name as it is listed with the SCC. Any Bidder that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- X. Any interpretation, correction, or change of the IFB will be made by an addendum. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and Bidders must not rely on such interpretations, corrections, or changes. GRTC's Purchasing Agent will issue Addenda. **However, each Bidder is solely responsible for ensuring that such Bidder has the current complete version of the bid documents prepared for this matter, including any addenda issued by GRTC, and that each Bidder has read and reviewed all such bid documents, including any such addenda, before submitting a bid.**
- Y. Any explanation requested by a Bidder regarding the meaning or interpretation of any part of the IFB must be requested in writing and received by the GRTC Purchasing Agent in sufficient time to allow review and issuance of a written response which shall be in the form of an addendum. There will be no oral explanation or instruction given. No technical assistance or aid will be given by GRTC in the preparation of your bid. **No requests for explanation will be accepted after 2:00 p.m. on July 15, 2010.**

All inquires should be addressed to:

Ms. Tiffany Ollie, Purchasing Agent
Greater Roanoke Transit Company
P.O. Box 13247
Roanoke, VA 24032
Telephone #: 540-982-0305, Extension 126
E-mail address: tollie@valleymetro.com

- Z. Each Bidder is advised that authorized representatives of GRTC, as well as any federal, state, or local funding agencies, if applicable, shall be permitted to inspect and/or audit all data and records, documents, and other information, including electronic data, of each Bidder relating to its bid, as well as all such items of the Successful Bidder under any resultant Contract.

SECTION 7. MISCELLANEOUS.

- A. Ownership of all data, materials, and documentation originated and prepared for GRTC pursuant to the IFB shall belong exclusively to GRTC and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. Any interpretation, correction, or change of the IFB will be made by an addendum. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. GRTC's Purchasing Agent will issue Addenda. Addenda will be faxed or mailed to all who are listed as having received the IFB package.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- D. GRTC may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this IFB. GRTC reserves the right to reject any Bid if the Bidder fails to satisfy GRTC that it is qualified to carry out the obligations and requirements requested in this IFB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of GRTC to maximize participation by minority and women owned and small business enterprises in all aspects of GRTC contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. GRTC reserves the right of approval for any subcontract work, including the costs thereof.

SECTION 8. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of GRTC, may be considered:

- A. Total extended Bid price as set forth on the Bid Form.
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters.
- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;.
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the IFB;
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the IFB;

SECTION 9. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this IFB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by GRTC's General Manager.

SECTION 10. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

If the Bid by the lowest responsive and responsible Bidder exceeds available funds, GRTC reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate GRTC officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of GRTC, in the sole discretion of GRTC.

SECTION 11. BID AWARD.

If an award is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement in the in the GRTC Administrative Office, 2nd floor lobby located at 1108 Campbell Avenue, SE, Roanoke, VA 24013.

SECTION 12. FAITH BASED ORGANIZATIONS.

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

SECTION 13. HOLD HARMLESS AND INDEMNITY.

Successful Bidder shall indemnify and hold harmless 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 Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near GRTC's property or any property or location where any of the work under the Contract is to be done, or arising in any way out of or resulting from any of the work or items to be provided under the Contract, 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. Successful Bidder 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 the Contract.

SECTION 14. PROTESTS.

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

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

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

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of GRTC's Contracting Officer is rendered under the GRTC protest procedure. In instances where the

protestor alleges that GRTC failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of GRTC's failure to render a final determination in the protest.

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

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

SECTION 15. INFORMATION ON PURCHASE ORDER TO BE AWARDED.

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

The solicitation provisions and required contract clauses included as Attachment F 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 Bidder 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.

**ATTACHMENT A
TO IFB #10-GRTC-0602
MOBILE VEHICLE LIFTING SYSTEMS**

BID FORM

Bid prices listed below include complete costs to the Purchaser for furnishing the items of equipment specified, including delivery, set-up and installation, and training services as specified herein.

<u>Item:</u>	<u>Quantity:</u>	<u>Unit Price</u>	<u>Total Price</u>
Six-Post Mobile Lifting System	One (1)	\$ _____	\$ _____
Four-Post Mobile Lifting System	Five (5)	\$ _____	\$ _____
Installation & Delivery		\$ _____	\$ _____
Training		\$ _____	\$ _____
Total Bid:		\$ _____	\$ _____

Delivery Time: _____ (Number of weeks following notification of award and issuance of Purchase order/Contract.)

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by GRTC as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

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.

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

Legal Name of Bidder

Date

Authorized Signature

Print or Type Name and Title

D-U-N-S Number _____

ATTACHMENT B TO IFB #10-GRTC-0602
SAMPLE CONTRACT FOR MOBILE VEHICLE
LIFTING SYSTEMS FOR
GREATER ROANOKE TRANSIT COMPANY D/B/A VALLEY METRO

By submitting a bid, each bidder agrees that if it is awarded a contract for the Project, it will enter into the following Contract with GRTC set forth below without any material or substantive changes.

THIS CONTRACT (Contract or Agreement) is dated _____, 20____, by and between _____, hereinafter referred to as the “**CONTRACTOR**”, and **GREATER ROANOKE TRANSIT COMPANY D/B/A VALLEY METRO**, hereinafter referred to as the “**OWNER**” or “**GRTC**” or “**VALLEY METRO**”;

WITNESSETH:

WHEREAS, the Contractor has been awarded a Contract by GRTC for furnishing five (5) sets of four-post mobile lifting systems and one (1) set of six-post mobile vehicle lifting system which are complete systems, initial set-up of equipment by the Contractor and training on use of the systems and any associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work.

NOW, THEREFORE, GRTC AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by GRTC to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with GRTC to fully perform the services, provide any materials called for, construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

- A. Bid Form Dated _____ and Completed by Contractor (Exhibit A).
- B. Technical Specifications (Exhibit C).
- C. Debarment and Suspension Certification (Exhibit D to IFB).
- D. Buy America Certification (Exhibit F to IFB)
- E. American Recovery and Reinvestment Act (ARRA) Reporting Requirements Form (Exhibit G to IFB)
- F. FTA Requirements, Conditions, and Certifications (Exhibit H to IFB)
- G. Bidder's Certification of Disadvantaged Business Enterprise (DBE) (Exhibit I to IFB), if applicable
- H. Invitation for Bid No. 10-GRTC-0602 which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of GRTC documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

GRTC agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, for each request from GRTC that is properly completed by the Contractor as provided for in this Contract, but the total amount for all such requests shall not exceed \$ _____, except as provided for in this Contract. The Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved in writing by GRTC, and the amount may be decreased by GRTC's assessment of any damages against the Contractor, as may be provided for in this Contract or by law, and GRTC retains the right of setoff as to any amounts of money the Contractor may owe GRTC. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of GRTC and that there is no guarantee of any minimum amount of Work that may be requested.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract will be for twelve (12) weeks, from _____, through _____, at which time it will terminate pursuant to the terms of the Contract.
- B. All terms and conditions shall remain in force for the term of this Contract. Prices shall be not increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall deliver, assemble and install the five (5) four-post mobile lifting systems and one (1) six-post mobile lifting system within twelve (12) weeks of award. The Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for. The Contractor further agrees that the Work shall be started promptly upon receipt any resulting Purchase Order and shall ensure full completion thereof in the shortest length of time consistent with the Contract Documents. Contractor will cooperate and coordinate with GRTC employees doing other work or using the area where the Contractor is working.

SECTION 5. PAYMENT.

The Contractor may submit a request for payment only upon proper and timely delivery, installation and training of GRTC staff on use of the equipment after approval by the GRTC representative. The payment requested shall be for the services completed and/or materials provided as required by this Contract and approved by GRTC. The amount to be paid to the Contractor will be the amount listed on the Contractor's completed Bid Form (Exhibit A). Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to GRTC, all of which need to be approved and accepted by GRTC prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received by GRTC, GRTC will process such payment request. If there are any objections or problems with the payment request, GRTC will notify the Contractor of such matters. If the payment request is approved and accepted by GRTC, payment will made by GRTC to the Contractor not more than 30 days after such request has been approved.

SECTION 6. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by GRTC. Contractor further agrees that the Contractor shall indemnify and hold GRTC harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, GRTC may, in GRTC's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if GRTC determines it to be appropriate to do so.

SECTION 7. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless 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 Contractor'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 Contract, 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. Contractor 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 Contract.

SECTION 8. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. Contractor further agrees that Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

SECTION 9. INDEPENDENT CONTRACTOR.

The relationship between Contractor and GRTC is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor 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. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 10. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. GRTC, its

authorized employees, agents, representatives, and/or state or federal auditors shall have full access to and the right to examine, copy, and/or audit any of such materials during the term of the Contract and during such retention period, upon prior written notice to Contractor.

SECTION 11. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage necessary to deliver, install, and train GRTC staff on use of the vehicle lifting systems. Contractor shall provide the proof of such insurance coverage. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the term of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor or others under this Contract. Additional insured endorsements, if required, must be received by GRTC within 30 days of the execution of this Contract or as otherwise required by GRTC's General Manger.

SECTION 12. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, GRTC may, by written notice to Contractor, terminate this Contract 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 Contractor shall be liable for any damages to GRTC resulting from Contractor's default. GRTC further reserves the right to immediately obtain such work, materials, or services from other entities in the event of Contractor's default.

SECTION 13. NONWAIVER.

Contractor agrees that GRTC's waiver or failure to enforce or require performance of any term or condition of this Contract or GRTC's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar GRTC from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar GRTC from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 14. CHOICE OF LAW AND FORUM SELECTION.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions, and any applicable federal laws. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court or the United States District Court for the Western District of Virginia, Roanoke Division, if a federal question exists. All parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 15. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 16. NONDISCRIMINATION .

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 17. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 18. FAITH BASED ORGANIZATIONS.

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

SECTION 19. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of GRTC, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 20. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from GRTC to the Contractor that GRTC disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by GRTC's General Manager or GRTC Manager's designee (hereafter General Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by GRTC's General Manager. The Contractor may not institute legal action prior to receipt of GRTC's decision on the claim unless GRTC's General Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of GRTC's General Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of GRTC to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of GRTC's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 21. SUCCESSORS AND ASSIGNS.

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

SECTION 22. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 23. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 24. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 25. NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To GRTC:	Greater Roanoke Transit Company Attn: Tiffany Ollie, Purchasing Agent 1108 Campbell Avenue, SE Roanoke, VA 24013
Facsimile:	(540) 982-1137
Copy to:	Assistant Vice President of Operations c/o City Manager's Office Room 364, Noel C. Taylor Municipal Building 215 Church Avenue, S.W. Roanoke, VA 24011

If to Contractor: _____

Facsimile: _____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 26. PROTECTING PERSONS AND PROPERTY.

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

SECTION 27. WARRANTY OF MATERIAL AND WORKMANSHIP.

The Contractor warrants that, unless otherwise specified, all material and equipment used in the Work under this Contract shall be new, in first class condition, and in accordance with this Contract. The Contractor further warrants that all workmanship shall be of the highest quality in accordance with the Contract and shall be performed by persons qualified in their respective trades. This warranty of material and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations under this Contract, or that may arise by law. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of GRTC, any work, material, equipment, or part of the Work that is found by GRTC to be defective or not in accordance with the terms of this Contract. (Reference Attachment C., Technical Specifications, Item No. 1 and, Item No. 3).

SECTION 28. SUSPENSION OR TERMINATION OF CONTRACT BY GRTC.

GRTC, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to GRTC all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, GRTC may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to GRTC for any damages allowed by law, and upon demand of GRTC shall promptly pay the same to GRTC.
- B. Should this Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by GRTC and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of GRTC provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and GRTC may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 29. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 30. JOBSITE APPEARANCE.

The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall

be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or otherwise required by the Contract.

SECTION 31. FINAL CLEANING.

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

SECTION 32. PROTECTION ON SITE.

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

SECTION 33. SAFETY AND HEALTH PRECAUTIONS.

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

SECTION 34. PROTECTING THE PUBLIC.

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

SECTION 35. PROTECTING THE WORK AND ADJACENT PROPERTY.

(NOT APPLICABLE)

SECTION 36. EMERGENCIES.

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

SECTION 37. DAMAGE TO THE WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property at or in the vicinity of the Work, until Contractor completes the Work and it is approved and accepted by GRTC.

SECTION 38. DAMAGE TO OTHER WORK OR UTILITIES.

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

SECTION 39. WEATHER DAMAGE OR DELAY.

Damage to the Work or any delays caused by the weather shall be the responsibility of the Contractor.

SECTION 40. DAMAGE TO EXISTING STRUCTURES.

Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of GRTC.

SECTION 41. RELEASE BY CONTRACTOR.

The acceptance by the Contractor of the final payment for any requested work shall be and does operate as a release by the Contractor of all claims by the Contractor against GRTC and of all other liability of GRTC to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 42. ADDITIONAL WARRANTY.

(NOT APPLICABLE).

SECTION 43. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of GRTC, any work, material, equipment, or part that is found, by GRTC, to be defective and/or not in accordance with the Contract.

SECTION 44. WARRANTY EXTENSION.

In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs, damages, or repairs any work guaranteed under the Contract, it shall restore such work to a condition satisfactory to GRTC and guarantee such restored work to the same extent and for a like additional period of time as it was guaranteed under the Contract.

SECTION 45. CORRECTION OF DEFECTS.

If the Contractor, after notice, fails to proceed promptly to correct any defects or defective Work , GRTC may have the defects or defective Work corrected by GRTC or another entity and the Contractor shall be liable for all costs and expenses incurred in doing so.

SECTION 46. CONTRACT SUBJECT TO FUNDING.

This Contract is or may be subject to funding and/or appropriations from federal, state and/or local governments and/or agencies and/or from the Council of the City of Roanoke. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that GRTC may terminate this Contract on 7 days written notice to Contractor, without any penalty or damages being incurred by GRTC. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing for such funding.

SECTION 47. RISK OF LOSS.

The Contractor shall bear the risk of loss to the Work or any part thereof including any damages or loss from any cause of any type, loss, theft, mutilation, vandalism, or other damage, including those caused by acts of God, prior to the acceptance of the Work by GRTC.

SECTION 48. OWNERSHIP OF MATERIAL AND WORK.

All materials and work covered by payments shall become the property of GRTC. This provision shall not relieve the Contractor from the responsibility for all material and to maintain all completed Work and to repair all damaged Work. The Contractor shall not deem a payment as a waiver to complete the terms of the Contract or shift the risk of loss from the Contractor to GRTC. The Contractor warrants that it has good title to all materials, equipment, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 49. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT.

(NOT APPLICABLE)

SECTION 50. FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (RECOVERY ACT).

Contractor acknowledges that GRTC may be receiving funds under The American Recovery and Reinvestment Act of 2009 (Recovery Act). Accordingly, Contractor shall be familiar with the Recovery Act procedures to ensure that the use of such funds will be in compliance with the rules, regulations, and provisions of the Recovery Act for any such grant that may be obtained by GRTC.

SECTION 51. RECOVERY OF FUNDS PAID FOR UNAUTHORIZED OR UNAPPROVED WORK.

Contractor shall repay to GRTC any funds Contractor may have received for any work, services, and/or materials Contractor provided and/or performed for this Project if any such items were not properly authorized or approved by GRTC, FTA, and any other approving local, state, or federal agency, and/or for any funds GRTC may have had to repay to the FTA and/or any state or federal agency due the actions and/or omissions of the Contractor including, but not limited to, any reporting or record keeping requirements.

SECTION 52. INCORPORATION OF FTA, VDRPT, STATE, AND /OR LOCAL TERMS.

The terms and provisions contained in this Contract include certain standard terms and conditions required by the FTA, VDRPT, other federal agencies, state agencies, and/or local entities, whether or not expressly set forth in the IFB and/or in the Contract provisions. All contractual provisions required by the FTA, VDRPT, federal agencies, state agencies, and/or local entities, involved in this Project are hereby incorporated by reference. Anything to the contrary notwithstanding, all FTA, VDRPT, federal, state, and local mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract with the order of precedence being in that order unless otherwise required by law. The Contractor agrees to and shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause GRTC to be in violation of any federal, state, and/or local terms and conditions.

SECTION 53. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

ATTEST/WITNESS:

(Full Legal Name of Contractor)

By _____

Printed Name and Title

Printed Name and Title

(SEAL)

ATTEST/WITNESS:

GREATER ROANOKE TRANSIT COMPANY D/B/A VALLEY METRO

By _____

Carl L. Palmer, General Manager

Printed Name and Title

ATTEST/WITNESS:

By _____

Christopher P. Morrill,
Vice President of Operations

Printed Name and Title

Approved as to Form:

Approved as to Execution:

Assistant General Counsel, GRTC

Assistant General Counsel, GRTC

Date

Date

**ATTACHMENT C
TO IFB #10-GRTC-0602
MOBILE VEHICLE LIFTING SYSTEMS**

TECHNICAL SPECIFICATIONS

Successful Bidder shall be responsible to provide the following five (5) sets of four-post and one (1) set of six-post mobile lifting systems. If Bidder's product differs from the technical specification and Bidder wishes to propose an alternate, Bidder shall furnish a Request for Approved Equal or Exception, using the form provided by GRTC below.

Requests for approved equals, clarification of Specifications, and protest of Specifications must be received by GRTC in writing no later than 2:00 PM, July 15, 2010 to allow analysis of the request. Any request for an approved equal or protest of the Specifications must be fully supported with catalog information, specifications and illustrations or other pertinent information as evidence that the substitute offered is equal to or better than the Specifications' requirement. Where an approved equal is requested, the Bidder must demonstrate the quality of his product to the GRTC and must furnish sufficient information to enable the GRTC to determine whether the product is or is not equal to that specified.

- 1) High-quality, heavy duty mobile lifting systems or lifts with two year warranty on parts and labor;
- 2) Preparation of the mobile lifting systems at the GRTC Maintenance Facility and training of GRTC staff;
- 3) Six (6) year warranty on the screw and the locking nut mechanism with 100% parts and labor coverage;
- 4) Five (5) sets of the systems shall consist of four columns (A,B,C,D) with the ability to upgrade to a six column set without any modification to the columns and their electrics;
- 5) Systems must be upgradeable by the addition of any two secondary columns (B,C,D) from another set;
- 6) The minimum total lifting height as measured from the floor to the bottom of the lifting cradle shall not be less than 69 inches;
- 7) The overall height of the column shall at no point exceed 95 inches. Columns which extend in overall height as the lifting height of the carriage increases will not be considered;
- 8) The lifting column shall not weigh more than 975 lbs for ease of portability;
- 9) The standard fork of the column shall accept tire sizes from R 20.00" to R 24.00" inclusive. Adapters to accommodate tire sizes down to a 13 inches rim shall be acceptable;
- 10) The primary "A" column shall come with an interactive touch screen pad. The pad shall be easy to interpret giving the operator the ability to select modes of operation of all columns,

pairs and single lifts. The touch screen pad will illustrate the mode of operation selected by the operator;

- 11) A graphic showing the height of each column in the operational set shall be accessible on the touch screen pad;
- 12) Operation of the lifts shall be achieved with a hand held pendant which is detachable and connects into any of the columns in the selected mode;
- 13) The lifts will have the ability to rise at three different speeds which are determined by the operator and are dependent on the weight of the load being raised. Vertical displacement of the lifting cradle shall be at the rate of 67 inches per minute when empty and 27 inches when fully loaded. An overload protection device will prevent the operator raising a load faster than permitted by the weight of the vehicle;
- 14) Any operational faults shall be communicated in words to the operator on the touch screen pad;
- 15) Interconnecting cables shall be of a heavy duty type, maximum thickness of $\frac{3}{4}$ inch for ease of set up, OSHA approved yellow in color for safety with each cable to be 60 feet in length;
- 16) Connecting cables shall be easy disconnecting plugged at each end for ease of replacement. Cable which are hard wired at one end will not be accepted;
- 17) Columns should be able to operate individually from each column, in pairs from either column in the selected axle pair and the entire lift system shall be capable of being operated in synchronization from any of the columns in the set;
- 18) Column construction shall be of a single mast design to facilitate in the maneuverability of the column and to provide for minimal obstruction with vehicle mounted mirrors and accessories;
- 19) The lifts shall comply with OSHA, UL-201 standards and the latest ANSI standards and be independently tested and certified by the Automotive Lift Institute (ALI) to ANSI, ALI/ETL ALCTV-2008 standards;
- 20) The motor/gearbox drive should be mounted at the top of the column;
- 21) The height of the outrigger leg should be no more than 5.5 inches for access underneath low vehicles;
- 22) The electrical and mechanical systems shall be suitable for use indoors and outdoors. Electrical components shall be housed in lockable metal electrical enclosures with a minimum rating of IP55;
- 23) Each lifting carriage shall be fitted with four (4) plastic compound rollers which should be captive within the column at all times with each roller being no less than seven (7) inches in diameter;
- 24) Carriage rollers shall have self-lubricated sealed for life bushings;

- 25) Lifting devices shall be guaranteed self-locking and non-reversible in operation and should not rely on an independent back-up mechanism to hold the load in the event of a failure;
- 26) Lifting devices should be suspended to avoid bending stresses while under load;
- 27) The lifting assembly shall consist of a bronze load nut and a steel safety nut both encapsulated in one assembly;
- 28) Lifting devices shall be protected from direct exposure to dirt, paint and other airborne contaminants by a protection band which can easily be replaced without the need to strip down the column with the replacement of this item taking no more than five (5) minutes;
- 29) Each column shall be easily moveable on four (4) wheels consisting of two (2) fixed wheels mounted on the straddle legs and a dual extendable and maneuverable hydraulic jacking unit mounted at the rear of the column;
- 30) Each column should be fitted with a hydraulic jacking unit, activated by raising a "dead man" release trigger and pumping a handle. When the trigger is released, the jack shall automatically lower ensuring that the base of the column is on the ground before the vehicle is raised;
- 31) Rear wheel assembly shall be non-loading and shall provide for at least one hundred and eighty (180) degree steering;
- 32) When paired operation is selected, the operator must specify the columns to be operated by activating a button located on the column mounted panel. The operation of the pair shall be accomplished from either column in the selected pair;
- 33) A power disconnect switch shall be provided on the master control box;
- 34) When the lifts are powered, the lifts shall automatically detect the rotation of the incoming three (3) phase supply and automatically adjust the rotation of the lifts;
- 35) The control panel on each lifting column shall include a palm operated emergency stop button and an "up" and "down" push button for individual, paired and synchronous operation;
- 36) A minimum of fifty (50) foot of power cord shall be provided with the lift systems;
- 37) Cable hanger bracket shall be mounted to each column and be of steel construction to provide safe storage of cable when the lift is not in operation;
- 38) The system will automatically detect and shut down should an obstruction that would prevent the proper down motion of the carriage be encountered;
- 39) The lifts shall include an automatic leveling system which constantly monitors the exact position of all columns and will automatically adjust the position of the individual columns to maintain no greater than a 3/8 inch height differential between all columns;
- 40) Initially, the ISO leveling system shall endeavor to level the columns by stopping the column at the extent of the synchronization. However, if the fault is an out of level condition which cannot

be corrected then it shall shut down the entire lift system;

- 41) All operation push buttons shall be of a “dead man” design requiring constant pressure while raising or lowering a vehicle;
- 42) Main disconnect power switch shall be of an instant trip design protecting the equipment and operator from short circuits or other potential electrical malfunctions;
- 43) Nut wear sensors shall be provided to constantly monitor wear of the load nut and prevent operation of the lifts in the event of excessive wear or failure of any load nut. In this event, for safety, it shall only be possible to lower the column and no raise cycle will be possible;
- 44) A red emergency mushroom push button shall be located at each column control cabinet to permit immediate deactivation of the entire lifting system. If activated, it should be a simple turn to reset;
- 45) Each motor reducer shall be equipped with an electro-mechanical brake that is spring engaged when the motor is not running and is electrically released when either the “UP” or “DOWN” controls are energized;
- 46) No part of the column should be higher than 5 ½ inches when lowered to the ground in order to allow access to the tire on low vehicles;
- 47) Each motor shall be protected from overheating through the use of reset type thermal overload devices with each leg of power to each motor required to also have thermal relay protection;
- 48) Power supply for lifts must be 480 volt three phase.

- END OF TECHNICAL SPECIFICATIONS -

**GREATER ROANOKE TRANSIT COMPANY
REQUESTS FOR APPROVAL OR EXCEPTION**

DATE: _____ PAGE: _____

MANUFACTURER: _____

SECTION: _____ PAGE: _____

BIDDER'S REQUEST:

RESPONSE:

APPROVED _____

DENIED _____

COMMENTS:

SIGNATURE _____ DATE _____

**GREATER ROANOKE TRANSIT COMPANY
IFB # 10-GRTC-0602
MOBILE VEHICLE LIFTING SYSTEMS**

ATTACHMENT D

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.

**GREATER ROANOKE TRANSIT COMPANY
IFB 10-GRTC-0602
MOBILE VEHICLE LIFTING SYSTEMS**

ATTACHMENT E

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

**GREATER ROANOKE TRANSIT COMPANY
IFB # 10-GRTC-0602
MOBILE VEHICLE LIFTING SYSTEMS**

ATTACHMENT F

BUY AMERICA CERTIFICATION

**Certification Requirement for Procurement of Steel, Iron, Manufactured Products, or
Construction Contracts over \$100,000.**

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Title: _____

Company Name _____

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Title _____

Company Name _____

**ATTACHMENT G
TO IFB # 10-GRTC-0602
MOBILE VEHICLE LIFTING SYSTEMS**

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) ACT OF 2009
REPORTING REQUIREMENTS FORM**

1. D-U-N-S® NUMBER: _____

2. JOBS CREATION AND RETENTION INFORMATION AS RESULT OF THIS CONTRACT

Estimate the following numbers by Full-Time Equivalent (FTE):

New positions created : _____

New positions filled: _____

Positions retained: _____

Previously existing unfilled positions now filled: _____

Previously existing unfilled positions retained: _____

Attach description of the types of jobs created or retained and general nature of their work:

Bidder

Authorized Signature

Print Name and Title

Appendix B GREATER ROANOKE TRANSIT COMPANY

ATTACHMENT H TO IFB # 10-GRTC-0602 MOBILE VEHICLE LIFTING SYSTEMS

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS, CONDITIONS AND CERTIFICATIONS

BACKGROUND

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

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

The following solicitation provisions and required contract clauses, except those identified below as "Not Applicable" to this solicitation and any resulting contract, 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 Bidder or 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.

ELIGIBILITY, PROHIBITED INTERESTS, LOBBYING, ETHICS

1.2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions. (Third Party Contracts Over \$25,000)

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

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

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

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

1.3 Lobbying

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

1.4 Program Fraud and False or Fraudulent Statements and Related Acts

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

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

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

GENERAL CONTRACT PROVISIONS REQUIRED BY FEDERAL AGENCY

1.5 No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Appendix C 1.6 Incorporation Of Federal Transit Administration (FTA) Terms

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

1.7 Notice of Federal Changes

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

1.8 Access to Records and Reports

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO

Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

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

1.9 Breaches and Dispute Resolution

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

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

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

writing to such other party within a reasonable time after the first observance of such injury of damage.

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

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

1.10 Termination

Termination for Convenience (General Provision) The GRTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GRTC to be paid the Contractor. If the Contractor has any property in its possession belonging to the GRTC, the Contractor will account for the same, and dispose of it in the manner the GRTC directs.

Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the GRTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the GRTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the GRTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

If Contractor fails to remedy to GRTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from GRTC setting forth the nature of said breach or default, GRTC shall have

the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude GRTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE

1.11 Title VI, Civil Rights Act of 1964, Compliance

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

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

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

of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

1. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
2. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

1.12 Disadvantaged Business Enterprise, 49 CFR Part 26

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

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

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

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

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

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

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

The assistance may include the following upon request:

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

1.13 Access Requirements for Individuals with Disabilities

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

thereto. In addition, the GRTC (and its Contractors) agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

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

LABOR PROVISIONS

1.14 Contract Work Hours and Safety Standards Act

(1) Overtime Requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$ 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the

contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(5) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

1.15 Davis-Bacon Act (29CFR Section 5.5)

(NOT APPLICABLE)

ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION, CONSERVATION, AND SAFETY REQUIREMENTS

1.16 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.

Appendix D 1.17 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will,

in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

1.18 Clean Water

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

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

1.19 Air Pollution, 40 CFR Parts 84, 85, 86, and 600, Vehicle Purchases

(NOT APPLICABLE)

1.20 Federal Motor Vehicle Safety Standards (FMVSS), 49 CFR Part 500, Vehicle Purchases

(NOT APPLICABLE)

1.21 New Bus Testing, 49 CFR Part 655, Bus Purchases

(NOT APPLICABLE)

Appendix E

1.22 Recycled Products

(NOT APPLICABLE)

1.23 Seismic Safety Requirements

(NOT APPLICABLE)

OTHER STATUTORY REQUIREMENTS

1.24 Buy America Provision: Steel, Iron or Manufactured Products

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not

subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the GRTC the Buy America certification (Bid Attachment F- Steel, Iron or Manufactured Products) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

1.24 Buy America Provision: Buses, Rolling Stock and Associated Equipment

(NOT APPLICABLE)

1.25 Cargo Preference: Use of United States Flag Vessels, 46 CFR, Part 381

(NOT APPLICABLE)

1.26 “Fly America” Requirements

(NOT APPLICABLE)

1.27 Patent Rights

(NOT APPLICABLE)

1.28 Rights in Data and Copyrights

(NOT APPLICABLE)

1.29 Privacy

(NOT APPLICABLE)

BID SOLICITATION AND CONTRACT ADMINISTRATION

1.30 BID / PROPOSAL PROTEST PROCEDURES

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

- (a) name, address, and telephone number of protestor,

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

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

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

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

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

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

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

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

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

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

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

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

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

1.31 Bonding Requirements (Construction and Non-Construction)

(NOT APPLICABLE)

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**ATTACHMENT I
IFB FOR MOBILE VEHICLE LIFTING SYSTEMS
GREATER ROANOKE TRANSIT COMPANY D/B/A VALLEY METRO**

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

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

Legal Name of Bidder

Authorized Signature

Print Name and Title

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

Notary Public

Registration No. _____.

My Commission expires _____, 20 _____.