



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

REQUEST FOR PROPOSAL

FOR

FINANCIAL SYSTEM UPGRADE

RFP NUMBER 20-GRTC-0721

OPENING DATE: August 18, 2020

OPENING TIME: 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the GRTC Director of Procurement located at the Roy Z. Meador Operations, Maintenance and Administrative Facility located at 1108 Campbell Avenue, S.E., 2nd Floor, Roanoke, VA 24013, or from the Valley Metro website at www.valleymetro.com.

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

DATE OF RFP: July 21, 2020

REQUEST FOR PROPOSAL (RFP)

RFP No. 20-GRTC-0721
Issue Date: July 21, 2020

Title: **FINANCIAL SYSTEM UPGRADE**

Issued By: **Greater Roanoke Transit Company d/b/a Valley Metro (GRTC or Valley Metro)**
Director of Procurement
Roy Z. Meador Operations, Maintenance and Administrative Facility
1108 Campbell Avenue, S.E., 2nd Floor
Roanoke, VA 24013
Phone (540) 982-0305, Ext. 116
FAX (540) 982-2703
Email: tlinkenhoker@valleymetro.com

Sealed proposals will be received on or before **2:00 P.M., August 18, 2020**, for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the GRTC office.

All questions must be submitted before 2:00 p.m. August 11, 2020. If necessary, an addendum will be issued and posted to the GRTC website at www.valleymetro.com.

If proposals are mailed, send directly to the GRTC's Director of Procurement, Tyler Linkenhoker, at the address listed above. If hand delivered, deliver to GRTC's Director of Procurement at Roy Z. Meador Operations, Maintenance and Administrative Facility located at 1108 Campbell Avenue, S.E., 2nd Floor, Roanoke, VA 24013.

GRTC DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

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

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 No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____

TABLE OF CONTENTS
REQUEST FOR PROPOSAL NO. 20-GRTC-0721
FINANCIAL SYSTEM UPGRADE

	<u>PAGE</u>
INTRODUCTION.....	4
SECTION 1. PURPOSE.	6
SECTION 2. BACKGROUND.	6
SECTION 3. INSTRUCTIONS TO OFFERORS.	6
SECTION 4. MISCELLANEOUS.....	9
SECTION 5. PROTESTS.....	12
SECTION 6. SERVICES REQUIRED	17
SECTION 7. EVALUATION CRITERIA.....	19
SECTION 8. SELECTION PROCESS	19
SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.....	20
ATTACHMENT A. SAMPLE CONTRACT FOR FINANCIAL SYSTEM UPGRADE	21

Greater Roanoke Transit Company d/b/a Valley Metro
Request for Proposal for
Financial System Upgrade
RFP No. 20-GRTC-0721

INTRODUCTION

The Greater Roanoke Transit Company d/b/a Valley Metro (GRTC or Valley Metro) is seeking competitive proposals from qualified companies for a financial system upgrade in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2nd Floor, Roanoke, VA 24013, GRTC's Director of Procurement, Tyler Linkenhoker, (540) 982-0305 Ext. 116 or from Valley Metro's website at www.valleymetro.com.

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

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **August 18, 2020**, in the GRTC Reception Area located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2nd Floor, Roanoke, VA 24013. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the GRTC Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) original, five (5) copies, one flash drive with the original proposals, and one flash drive with a redacted copy of proprietary/confidential information that will be used to respond to Freedom of Information Act (FOIA) request must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation "**FINANCIAL SYSTEM UPGRADE**", **RFP No. 20-GRTC-0721** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

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

GRTC reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the

Offeror whose proposal is, at the sole discretion of GRTC, determined to be in the best interest of GRTC.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered GRTC in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the first floor of GRTC Administrative Offices located at the Roy Z. Meador Operations, Maintenance and Administrative Facility, 1108 Campbell Avenue, S.E., 2nd Floor, Roanoke, VA 24013.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, unless the proposal is the subject of a clerical error as defined in Section 2.2-4330 (B)(1) of the Code of Virginia. The submitter of the proposal must give GRTC a notice of the request to withdraw within two (2) business days after the conclusion of the opening of the proposals, as set forth in Section 2.2-4330 (B)(1).

Inquires for information regarding procurement procedures and/or proposal submission shall be directed to the GRTC's Director of Procurement at (540) 982-0305, Ext. 116, or by email at tlinkenhoker@valleymetro.com.

This RFP consists of this Introduction, nine (9) numbered sections, and the attachments hereto.

If you download this RFP form GRTC's website and intend to submit a proposal, you should notify GRTC's Director of Procurement that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. GRTC is not responsible for any RFP obtained from any source other than GRTC. Contact GRTC's Director of Procurement by phone at (540) 982-0305, Ext 116, by fax at (540) 982-2703, or by email at tlinkenhoker@valleymetro.com.

Respectfully,

Tyler Linkenhoker
Director of Procurement

Date: July 21, 2020

Greater Roanoke Transit Company d/b/a Valley Metro
Request for Proposal for
Financial System Upgrade

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of a complete upgrade of GRTC's current Great Plains 10 to Microsoft Dynamics 365 Business Central. The final scope of services will be negotiated with the Successful Offeror.

SECTION 2. BACKGROUND.

GRTC currently operates Microsoft Great Plains 10 which expired in 2012. This software is out of date and does not adequately serve the needs of GRTC. A cloud-based system is desired.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the GRTC Director of Procurement of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact GRTC's Director of Procurement at (540) 982-0305, Ext. 116.
- B. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of GRTC, which may also be considered:
1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
 2. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke, GRTC, First Transit, or Southwestern Virginia Transit Management Company (SVTMC) or has any

responsibility or authority with any such entities that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to any such entities. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.

3. Each Offeror shall have a minimum of five (5) years' experience in providing the services and/or items requested by this RFP.
 4. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
 5. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
 6. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 7. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
 8. The conditions, if any, of the proposal.
- C. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other operations similar to those being requested in this RFP by GRTC.
- D. The proposal should be no more than 30 sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
- E. Responses to this RFP must be in the prescribed format. The Offeror shall include, at minimum, the following items in its proposal:
1. Documentation of the Offeror's authority to conduct business in the Commonwealth of Virginia such as a business license, documentation of corporation status through the State Corporation Commission, or other documentation as appropriate.
 2. A typed response describing:
 - a. Offeror's experience as it relates to the scope of services requested, including:

- 1) Number of years the firm has been providing software services.
- 2) A listing of Virginia transit agencies or municipalities who are former or current clients.
- 3) Experience and qualifications of employees responsible for upgrading GRTC to a cloud based system.

b. Offeror's approach to performing the services requested, including:

- 1) Design and build
- 2) Deployment
- 3) Support/training

d. Offeror's continuing professional development and technical resources, including:

- 1) Affirmation that all staff assigned to work on the GRTC system upgrade will be appropriately qualified to perform the work assigned, will do so objectively and competently, will maintain confidentially, and will have the required training and certification to comply with all standards that might arise in the course of performing the upgrade.

- F. GRTC may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- G. GRTC has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- H. GRTC, its Management Company, and the City of Roanoke are not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the any of the entities listed in this paragraph.
- I. Only GRTC will make news releases pertaining to this RFP or the proposed award of a Contract.
- J. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

- K. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.
- L. **Each Offeror is specifically advised that there are certification forms that the FTA requires to be completed and submitted with each Offeror's proposal. Please refer to the certifications attached at the end of Exhibit 4 of the Sample Contract. A copy of each certification needs to be completed and returned with Offeror's proposal. If any Offeror has questions about this, they should contact GRTC's Director of Procurement at (540) 982-0305, Ext. 116.**

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for GRTC pursuant to the RFP shall belong exclusively to GRTC and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, graphics, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. GRTC or its designee will issue Addenda. **All Offerors are advised that it is their responsibility to check the Valley Metro website at www.valleymetro.com or contact GRTC's Director of Procurement to be sure they have the most current RFP documents, including any Addenda, before submitting a proposal.**

- D. No Offeror shall confer on any public employee or employee of GRTC, First Transit, Southwestern Virginia Transit Management Company Inc., (SVTMC), or the City having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. GRTC may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. GRTC reserves the right to reject any proposal if the Offeror fails to satisfy GRTC that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which provides the following:
 - 1. The Successful Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Successful Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Successful Offeror, will state that such contractor is an equal opportunity employer.
 - 3. 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 Virginia Code Section 2.2-4311.
 - 4. The Successful Offeror will include the above provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which provides the following:
 - 1. During the performance of this contract, the Successful Offeror agrees to (i) provide a drug-free workplace for the 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 contractor's 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 the Successful Offeror that the Successful Offeror 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.

2. For the purposes of Virginia Code Section 2.2-4312, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.
-
- H. It is the policy of GRTC to maximize participation by minority and women owned business enterprises in all aspects of GRTC contracting opportunities.
 - I. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 - J. Providers of any outside services shall be subject to the same conditions and requirements as the Successful Offeror in regards to law, code, or regulation compliance. GRTC reserves the right of approval for any subcontract work, including costs thereof.
 - K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
 - L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
 - M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the GRTC Director of Procurement's office located at GRTC's Administrative Office.
 - N. Insurance Requirements.
Successful Offeror, 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 Offeror, 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 RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance GRTC, First Transit, SVTMC, and/or the City may have.

SECTION 5. PROTESTS.

- A. Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Provided, however any Offeror may also file a protest in accordance with FTA regulations as set forth in Exhibit 4 to the Sample Contract of this RFP. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the GRTC General Manager within the required time period.
- B. Further each Bidder will be required to adhere to the following procedures as prescribed by GRTC's Protest Procedures:

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

- (a) name, address, and telephone number of 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
- (b) alleged failure to follow such procedures, or
- (c) alleged violations of specific federal requirements that provide an applicable complaint procedure shall be submitted and processed.

Protestors shall file a protest with the 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 the 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 the FTA should be submitted to the Region III Office in Philadelphia, Pennsylvania with a concurrent copy to GRTC. A protest filed with the FTA shall:

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

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

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

- (a) Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify the FTA when it receives a third party contract protest to which this circular applies, and to keep the FTA informed about

the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify the FTA when it receives a third party contract protest to which the circular applies, and to similarly keep the FTA informed about the status of the protest. The recipient is expected to provide the following information:

1. Subjects. A list of protests involving third party contracts and potential third party contracts that:
 - a. Have a value exceeding \$100,000, or
 - b. Involve a controversial matter, irrespective of amount, or
 - c. Involve a highly publicized matter, irrespective of amount.

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

3. When and Where. The recipient should provide this information:
 - a. In its next quarterly Milestone Progress Report, and
 - b. At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no protest are outstanding.

(b) FTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to FTA is likely to occur, FTA expects the recipient to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(c) Access to Information. FTA expects the recipient to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the recipient to provide copies of a particular protest or all protests, and any or all related

supporting documents as FTA may determine necessary.

9. FTA's Role and Responsibilities. FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.
10. Requirements for the Protester. The protester must:
 - (a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.
 1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.
 - (b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to FTA. A
 - (c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

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

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

1. Does not have protest procedures, or
2. Has not complied with its protest procedures, or
3. Has not reviewed the protest when presented an opportunity to do so.

(b) Violations of Federal Law or Regulations. FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

(c) Violations of State or Local Law or Regulations. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

12. FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

SECTION 6. SERVICES REQUIRED.

A description and/or listing of the services and/or items that the Successful Offeror will be required to provide to GRTC under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the service and/or items to be provided to GRTC under this RFP is subject to negotiations with the Successful Offeror, and final approval by GRTC.

Such services will include, but are not necessarily limited to, the following:

Migrate GP 10 to D365 BC with Payroll Now

BI 360 Reporting Starter Premier

Assisting GRTC in upgrading to Microsoft Dynamics 365 Business Central to aid in managing business processes, inventory, proper revenue recognition and costing, and appropriate reporting.

Using an expedited remote upgrade to reduce cost and complete implementation in a shorter period of time.

Implementation scope:

- Design/Build
 - Business process/system design workshops
 - Company and system settings
 - General ledger
 - Banking
 - Purchases and payables
 - Sales and receivables
 - Fixed assets
 - Basic inventory
 - Payroll now
 - Configuration workshops to subject matter experts
 - Company and system settings
 - General ledger
 - Banking
 - Purchases and payables
 - Sales and receivables
 - Fixed assets
 - Basic inventory
 - Payroll now
 - Installation and training on basic Solver components
 - Data migration workshop
 - Simple forms adjustments with Business Central core tools and documents
 - User training focused on high level processes
 - General ledger transactions
 - Purchase order and accounts payable processes
 - Sales order and accounts receivable processes
 - Fixed assets processes
 - Payroll transactions and processes
- Deploy
 - D365 BC User acceptance workshop

Payroll Now estimated users: 118

D365 BC Full Users: 10

*Offeror is to provide additional specs, assumptions, and guidance in proposal response. The above specs are a general description of what GRTC is in need of.

*Offeror shall also provide all estimated monthly charges that include, but not limited to:

- Payroll Now
- Full users
- Subscription access fee
- EIN

SECTION 7. EVALUATION CRITERIA.

Offerors will be ranked in accordance with the Evaluation Elements listed below.

1. Detailed upgrade specifications [40 Points].
 - a. Steps in the upgrade process
 - b. Schedule/timeline
 - c. Components of Microsoft D365 BC
 - d. Add-ons
2. Qualifications of Firm/Staff [30 Points].
 - a. Commendations from former and current clients
 - b. Experience in providing requested services
 - c. References
3. Price [30 Points].

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2(A)(4) of the Code of Virginia, selection of the Offeror will be as follows:
 1. GRTC shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including billable hours and rates. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
 2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.

3. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to GRTC can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should GRTC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the GRTC Director of Procurement or his/her designee for responsiveness prior to referral to a selection committee or person. A committee consisting of GRTC personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the GRTC General Manager and President of the Board of Directors. The award of a contract(s), if made, will be made to the Offeror(s) whose proposal best furthers the interest of GRTC, as determined by the GRTC Board of Directors. GRTC reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror(s) whose proposal is deemed to be in the best interest of GRTC.
 - C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of GRTC and may or may not be conducted.

SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachments A to RFP No. 20-GRTC-0721 contain terms and conditions that GRTC plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between GRTC and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

END

**ATTACHMENT A
SAMPLE CONTRACT FOR
FINANCIAL SYSTEM UPGRADE
FOR
GREATER ROANOKE TRANSIT COMPANY
D/B/A VALLEY METRO
C # 20-GRTC-0721**

This Contract is dated _____, 20 _____, between the Greater Roanoke Transit Company d/b/a Valley Metro, hereinafter referred to as "GRTC" or "Owner", and _____ hereinafter referred to as "_____", a _____ Corporation.

RECITALS:

WHEREAS, Contractor has been awarded this nonexclusive Contract by GRTC for furnishing all equipment, materials, goods, labor and services necessary for providing Financial System Upgrade and 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 or Project;

NOW, THEREFORE, GRTC, and the Contractor agree as follows:

SECTION 1. WORK TO BE PREFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by GRTC to the Contactor 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 to 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:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Fee Schedule (Exhibit 3).
2. Request for Proposal dated July 21, 2020, RFP #20-GRTC-0721, which is incorporated herein by reference.
3. FTA Requirements, Conditions, and Certifications (Exhibit 4).
4. The FTA Best Practices Procurement Manual, which can be found at (http://www.fta.dot.gov/funding/thirdpartyprocurement/grantsfinancing_6037.html or web search – FTA Best Practice Procurement Manual.

The parties agree that if there are any differences or conflicts between the provisions of the above referenced documents, the provisions of the GRTC documents, and this Contract will

control over any Contractor supplied documents or information, unless otherwise provided above.

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, but the total amount for all such requests will not exceed \$_____, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by GRTC, and the Contract 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 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 by GRTC and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

Not used

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such dates as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by GRTC representative to Contractor, and Contractor covenants and agrees to fully construct, perform and complete the Work and/or provide the goods called for by this Contract established by such notice within 120 days. The Contractor further agrees that the Work shall be started promptly upon receipt of notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other GRTC contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

The Contractor may submit a request for payment not more than once each month. The payment requested shall be for the services completed and/or materials provided as required by this Contract and approved by GRTC. A written progress report may be requested by GRTC to accompany each payment request and, if so, such progress report shall detail the work completed, identify any problems with the progress of work, and the remaining work to be done. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by GRTC and, if so, may be required prior to the processing of any such request for payment. 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 Contractor of such matters. If the payment request is approved and accepted by GRTC, payment will be made by GRTC to Contractor not more than (forty-five) 45 days after such request has been approved.

SECTION 6. FTA INFORMATION.

- A. Notice is hereby given that pursuant to Federal Transit Administration (FTA) regulations GRTC has adopted its own procurement procedure by adopting the procurement procedures followed by the City of Roanoke, Virginia, as set forth in Sections 23.2-1, et seq. of the Code of the City of Roanoke (1979), as amended, and those provisions are incorporated herein by reference. Provided, however, that references contained in the City Code to the "City", "City Council", "City Manager", or other similar terms shall be deemed changed to refer to "Greater Roanoke Transit Company (GRTC)", "GRTC Board of Directors", "GRTC Vice President of Operations", "General Manager of GRTC", or similar GRTC references respectively, or as otherwise specifically set forth.
- B. Notice is further given that GRTC will comply with the requirements of FTA Circular 4220.1F, dated November 1, 2008, "Third Party Contracting Requirements", and as it may be amended, and that those requirements, as they may be applicable, are incorporated in this Contract by reference.
- C. Contractor hereby agrees to and shall comply with all applicable procedures and requirements as set forth above, including the FTA Best Practices Procurement Manual, and in the Contract documents and as may be required by any applicable federal, state, or local laws, ordinances, and regulations.
- D. The requirements of FTA Circular 4220.1F and the procurement procedures of the Code of the City of Roanoke referred to above are intended to be and shall be construed to be consistent with each other whenever possible. However, if a court or agency of competent jurisdiction determines that a conflict should exist between them, then to the extent of any such conflict, the requirements of FTA Circular 4220.1F shall be deemed to take precedence, and as to any other conflict within the Contract documents, the more stringent provisions shall take precedence, unless otherwise required by law.
- E. Copies of the City of Roanoke procurement Code and FTA Circular 4220.1F, the FTA Best Practices Procurement Manual, and applicable grant Agreements may be examined or obtained from the business office of GRTC located at 1108 Campbell Ave., S.E., Roanoke, VA 24013, phone 540-982-0305.
- F. The FTA Requirements, Conditions, and Certificates set forth in Exhibit 4 to this Contract are hereby incorporated into and made a part of this Contract and Contractor shall comply with them.

SECTION 7. SALES TAX EXEMPTION.

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

SECTION 8. 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 Contractor will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to Contractor by GRTC. Contractor further agrees that 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 of 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 9. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless GRTC, First Transit, City of Roanoke, Southwestern Virginia Transit Management Company (SVTMC), 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 10. 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, environmental regulations, and OSHA regulations. 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 11. 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 12. 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 and/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. This includes GRTC's right to audit and/or examine any of the Contractor's documents and/or data as GRTC deems appropriate to protect GRTC interests.

SECTION 13. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at 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 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 Manager.

SECTION 14. 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 15. 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 Contractor under this Contract or by law.

SECTION 16. 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 17. 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 18. 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 19. 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 20. FAITH BASED ORGANIZATIONS.

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

SECTION 21. 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 22. 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 Vice President of Operations or GRTC's Vice President of Operations' designee within thirty (30) days after submittal of the claim and any practically available additional supporting evidence

required by GRTC's Vice President of Operations. The Contractor may not institute legal action prior to receipt of GRTC's Vice President of Operations' decision on the claim unless GRTC's Vice President of Operations fails to render such decision within 120 days from submittal of Contractor's claim. The decision of GRTC's Vice President of Operations 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's Vice President of Operations 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 Vice President of Operations' 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 23. 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 24. 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 25. 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 26. 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 27. 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: Tyler Linkenhoker Director of Procurement
1108 Campbell Avenue, S.E.
Roanoke, VA 24013

Facsimile: (540) 982-2703

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, Virginia 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 28. SUSPENSION OR TERMINATION OF CONTRACT BY GRTC AND BY CONTRACTOR.

- A. GRTC, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven (7) 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).
 - 1. 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.

2. 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.
3. 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. 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. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, Contractor agrees that GRTC may terminate this Contract on seven (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 31. FUNDS RECEIVED FROM THE FEDERAL TRANSIT ADMINISTRATION, VIRGINIA DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION AND THE CITY OF ROANOKE, VIRGINIA.

The Contractor has been advised and acknowledges and agrees that since this Contract is being funded in part by Federal grant funds from or through the Federal Transit Administration (FTA), and/or State funds through the Virginia Department of Rail and Public Transportation (VDRPT), and/or funds from the City of Roanoke, Virginia (City) this Contract is subject to funding from those entities and is also subject to the laws, rules, regulations, and procedures applicable to all such funding, including the FTA rules and regulations applicable to contracts, and also includes the Virginia Public Procurement Act (VPPA), and the City procurement provisions set forth in the Code, City of Roanoke (1979), as amended, Sections 23.2-1, et seq. While all such laws, rules, regulations, and procedures are intended to be read so as to be consistent with one another, should there be any conflict in any such laws, rules, regulations, and procedures, the Contractor acknowledges and agrees that the controlling laws, rules, regulations, and/or procedures will be in the order set forth above and that the more stringent provisions will apply. All such grant Agreements may be reviewed at the GRTC Business Office located at 1108 Campbell Avenue, SE, Roanoke, Virginia 24013.

Accordingly, Contractor shall be familiar with the FTA, VDRPT, VPPA, and City procurement laws, rules, regulations, and procedures and shall comply with the applicable provisions of all such laws, rules, regulations, and procedures.

SECTION 32. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by Contractor to GRTC and all such items shall become the sole property of GRTC. Contractor agrees that GRTC shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and GRTC may reproduce, copy, and use all such items as GRTC deems appropriate, without any restriction or limitation on their use and without any cost or charges to GRTC from Contractor. Contractor hereby transfers and assigns all such rights and items to GRTC. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 33. COMPLIANCE WITH STATE LAW, FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. GRTC may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 34. 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)

WITNESS:

GREATER ROANOKE TRANSIT
COMPANY

By _____
(General Manager or authorized representative)

Printed Name and Title

Printed Name and Title

WITNESS:

By _____
Sherman Stovall/ Vice President of Operations

Printed Name and Title

Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

Assistant General Counsel, GRTC

Director of Finance

Approved as to Execution:

Account # _____

Assistant General Counsel, GRTC

Date: _____

**EXHIBIT 1
TO SAMPLE CONTRACT FOR
FINANCIAL SYSTEM UPGRADE
AMONG GRTC AND _____**

INSURANCE REQUIREMENTS

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

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to GRTC, and such proof has been approved by GRTC. The Contractor confirms to GRTC that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. GRTC, Southwestern Virginia Transit Management Company, Inc., First Transit, Inc., the City of Roanoke, and their officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing GRTC of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to GRTC with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
- (1) GRTC and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insureds status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractor under this Contract.

OR

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

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

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

- (1) Commercial General Liability: \$1,000,000.00
 \$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

 \$1,000,000.00 Products/Completed Operations Aggregate Limit.

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

 \$1,000,000.00 each occurrences limit
- (2) Automobile Liability: \$1,000,000.00 combined single limit
- (3) Workers' Compensation and Employers' Liability:

 Workers' Compensation: statutory coverage for Virginia

 Employer's Liability:

 \$1,000,000.00 Bodily Injury by Accident each occurrence.

 \$500,000.00 Bodily Injury by Disease Policy Limit.

 \$1,000,000.00 Bodily Injury by Disease each employee.
- (4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.
- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against GRTC and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. **If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omission/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.**

D. Proof of Insurance Coverage:

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

- E. Insurance coverage shall be in a form and with an insurance company approved by GRTC, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.
- F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.
- G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.
- H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. GRTC does not in any way represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that GRTC or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for GRTC to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

**EXHIBIT 2
TO SAMPLE CONTRACT FOR
FINANCIAL SYSTEM UPGRADE
AMONG GRTC AND _____**

SCOPE OF WORK

The following are the services and/or items that the Successful Offeror will be required to provide and such services are to be included in the proposals.

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final Scope of Work will be negotiated with the Successful Offeror.

**EXHIBIT 3
TO SAMPLE CONTRACT FOR
FINANCIAL SYSTEM UPGRADE
AMONG GRTC AND _____**

FEE SCHEDULE

The final Fee Schedule will be negotiated with the Successful Offeror.

**EXHIBIT 4
TO SAMPLE CONTRACT FOR
FINANCIAL SYSTEM UPGRADE
AMONG GRTC AND _____**

FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS, CONDITIONS AND CERTIFICATIONS

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

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

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

A. PROCUREMENT REFERENCES.

- (1) Notice is hereby given that pursuant to FTA regulations GRTC has adopted its own procurement procedure by adopting the procurement procedures followed by the City of Roanoke, Virginia, as set forth in Sections 23.2-1, et seq. of the Code of the City of Roanoke (1979), as amended, and those provisions are incorporated herein by reference. Provided, however, that references contained in the City Code to the "City", "City Council", "City Manager", or other similar terms shall be deemed changed to refer to "Greater Roanoke Transit Company (GRTC)", "GRTC Board of Directors", "General Manager of GRTC", or similar GRTC references respectively.
- (2) Notice is further given that GRTC will comply with the requirements of FTA Circular 4220.1F, dated November 1, 2008, "Third Party Contracting Requirements", and as it may be amended, and that those requirements, as they may be applicable, are incorporated in this procurement document by reference.
- (3) All entities participating in this procurement and the successful entity that may be awarded the contract for this procurement, by participating, hereby agree to and will comply with all applicable procedures and requirements as set forth above or in the procurement documents or as may be required by any applicable federal, state, or local laws, ordinances, and regulations.
- (4) The requirements of FTA Circular 4220.1F and the procurement procedures of the Code of the City of Roanoke referred to above are intended to be and shall be construed to be consistent with each other whenever possible. However, if a court or agency of competent jurisdiction determines that a conflict should exist between them, then to the extent of any such conflict, the requirements of FTA Circular 4220.1F shall be deemed to take precedence.
- (5) Copies of the City of Roanoke procurement Code and FTA Circular 4220.1F may be examined or obtained from the business office of GRTC located at 1108 Campbell Ave., S.E., Roanoke, VA 24013, phone 540-982-0305.

B. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.

- (1) GRTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express

written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to GRTC, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

C. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed 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.

D. ACCESS TO THIRD PARTY CONTRACT RECORDS.

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit

organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

E. CHANGES TO FEDERAL REQUIREMENTS.

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

F. TERMINATION.

- (1) Termination for Convenience - GRTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in GRTC's best interest. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GRTC to be paid the Contractor. If the Contractor has any property in its possession belonging to the GRTC, the Contractor will account for the same, and dispose of it in the manner the GRTC directs.
- (2) Termination for Default- If the Contractor fails or refuses to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to perform the work in a proper and timely manner or fails to comply with any provisions of this Contract, GRTC may terminate this contract for default. GRTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, GRTC may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to GRTC resulting from the Contractor's refusal or failure to properly complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by GRTC in completing the work.
- (3) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:
 - (a) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of GRTC, acts of another Contractor in the performance of a contract with GRTC, epidemics, quarantine restrictions, strikes, freight embargoes; and

- (b) the Contractor, within (10) days from the beginning of any delay, notifies GRTC in writing of the causes of delay. This notice is a condition precedent to any such claim by the Contractor. If in the judgment of GRTC, the delay is excusable, the time for completing the work shall be extended. The judgment of GRTC shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
- (4) If it is later determined by GTRC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, GRTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.
- (5) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of GRTC.
- (6) Opportunity to Cure - GRTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to 10 calendar days 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.
- (7) If the Contractor fails to remedy to GRTC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time allowed after receipt by Contractor of written notice from GRTC setting forth the nature of said breach or default, GRTC shall have the right to terminate the Contract without any further notice to the Contractor. Any such termination for default shall not in any way operate to preclude GRTC from also pursuing all available remedies against the Contractor and its sureties for said breach or default.
- (8) Waiver of Remedies for any Breach- In the event that GRTC elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by GRTC shall not limit GRTC's remedies for any other breach of that item or of any other term, covenant, or condition of this Contract.

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

- (1) In accordance with title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d; Section 303 of the Americans with Age Discrimination Act of 1975, amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and the Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) In connection with this project, the Successful Bidder will not discriminate against any employee or applicant for employment because of:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

H. DISADVANTAGED BUSINESS ENTERPRISE (DBE).

- (1) Bidders are required to comply with the U.S. Department of Transportation's requirements (Title 49, Part 26 of the Code of Federal Regulations, dated March 4,1999) entitled "Participation By Disadvantaged Business Enterprises In Department Of Transportation Financial Assistance Programs." The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Contractor shall carry out applicable requirements of the 49 CRF Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy as GRTC deems appropriate.
- (2) Disadvantage business means an entity:
 - (a) Which is at least 51 percent owned by one or more socially economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who owned it; and
 - (c) Which is at least 51 percent owned by one or more women individuals, or, in case of any publicly owned business, at least 51 percent of the stock of which is owned by more women individuals; and
 - (d) Whose management and daily business operations are controlled by one or more women individuals who owned it.
- (3) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix b- (Section 106(c) Determination of Business Size.)
- (4) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian American, or women and other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.
 - (i) "Black Americans" includes persons having origins in any of the Black racial groups of Africa.
 - (ii) "Hispanic Americans" includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or Portuguese culture or origin, regardless of race;

- (iii) "Native American" includes person who are American Indians, Eskimo, Aleuts, or Native Hawaiians;
- (iv) "Asian-Indian Americans" includes persons whose origins are Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, U.S. Trust Territories of the Pacific, and the North Marianas; and
- (v) "Asian-Indian American" includes person whose origin are from India, Pakistan, and Bangladesh; and
- (vi) "Women" regardless of race, ethnicity, or origin; and
- (vii) "Other" individuals found to be socially and economically disadvantaged by the Small Business Administration (SBA) pursuant to Section 8(a) of the Small Business Act.

I. INCORPORATION OF FTA TERMS.

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

J. SUSPENSION AND DEBARMENT.

- (1) 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.
- (2) 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.
- (3) By signing Attachment A and submitting its bid or proposal, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by GRTC. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GRTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder 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 further agrees to include a provision requiring such compliance in its lower tier covered transactions.

K. ENERGY CONSERVATION.

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

L. AMERICANS WITH DISABILITIES ACT (ADA).

The Contractor agrees to comply with the requirements of 49 U.S.C § 5301 (d) which express the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and those special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of

section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following Federal regulations, including and amendments thereto:

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

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

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

M. RECYCLED PRODUCTS.

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

N. CLEAN AIR.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

O. BREACHES AND RESOLUTION DISPUTES.

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

afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

- a. Performance During Dispute - Unless otherwise directed by GRTC, Contractor shall continue performance under the Contract while matters in dispute are being resolved.
- b. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- c. Remedies - Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between GRTC and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the City in which the GRTC is located.
- d. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by GRTC, the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Protests

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

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

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

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

Any Offeror/Bidder who wishes to protest or object to any award made or other decisions made pursuant to the RFP/IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of Code of Virginia (1950), as amended, and only if such is provided for in such Code section.

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

P. CLEAN WATER.

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

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

Q. LOBBYING.

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 in Checklist 1-9, Item 5.

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.

R. 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:
 - (d) alleged failure by GRTC to have written protest procedures or alleged failure to follow such procedures, or
 - (e) 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; and
 - (d) include a copy of the local protest filed with GRTC and a copy of the GRTC decision, if any.

7. The Recipient's (to mean GRTC hereafter) Role and Responsibilities. The Common Grant Rules charges the GRTC with the initial responsibility to resolve protests of third party contract awards.
8. Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist of the following:
 - (a) Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third party contract protest to which this circular applies, and to keep FTA informed about the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify FTA when it receives a third party contract protest to which the circular applies, and to similarly keep FTA informed about the status of the protest. The recipient is expected to provide the following information:
 1. Subjects. A list of protests involving third party contracts and potential third party contracts that:
 - a. Have a value exceeding \$100,000, or
 - b. Involve a controversial matter, irrespective of amount, or
 - c. Involve a highly publicized matter, irrespective of amount.
 2. Details. The following information about each protest:
 - a. A brief description of the protest,
 - b. The basis of disagreement, and or
 - c. If resolved, the agreement or decision reached, and
 - d. Whether an appeal has been taken or is likely to be taken.
 3. When and Where. The recipient should provide this information:
 - a. In its next quarterly Milestone Progress Report, and
 - b. At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no protest are outstanding.

- (d) FTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to FTA is likely to occur, FTA expects the recipient to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.
 - (e) Access to Information. FTA expects the recipient to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the recipient to provide copies of a particular protest or all protests, and any or all related supporting documents as FTA may determine necessary.
9. FTA's Role and Responsibilities. FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.
 10. Requirements for the Protester. The protester must:
 - (a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.
 1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 4. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
 5. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

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

FTA CERTIFICATIONS TO FOLLOW.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

The prospective participant certifies to the best of its knowledge and belief that it and the 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.

Legal Name of Contractor

Signature of Authorized Representative Date

Typed Name & Title of Authorized Representative

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

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

The _____ (legal name of Bidder) hereby certifies that it has submitted plans for the participation of Disadvantaged 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/ Offeror

Authorized Signature

Print Name and Title

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

Notary Public
Registration No. _____

My Commission expires _____, 20____.

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

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

Sign _____
Legal Name of Bidder / Offeror

Date _____

AFFIDAVIT OF NON-COLLUSION

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

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

Legal Name of Offeror

Authorized Signature

Print Name and Title

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

Notary Public

My Commission expires _____, 20_____.

Offeror's E.I. Number _____
(number used on employer's Quarterly Federal Tax Return)

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

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

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

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

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

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

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

_____ Legal Name of Contractor

_____ Signature of Contractor's Authorized Official

_____ Printed Name and Title of Contractor's Authorized Official

_____ Date

END OF EXHIBIT 4.