



**GREATER ROANOKE TRANSIT COMPANY
AND
CITY OF ROANOKE**

REQUEST FOR PROPOSAL

FOR

BUS SHELTER DESIGN AND FABRICATION

OPENING DATE: MARCH 11, 2008

OPENING TIME: 2:00 P.M.

RFP NUMBER # 08-02-01

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

DATE of RFP: February 12, 2008

REQUEST FOR PROPOSAL (RFP)

RFP # 08-02-01.

Issue Date: February 12, 2008

Title: **Bus Shelter Design and Fabrication**

Issued By:

Greater Roanoke Transit Company
ATTN: Matthew Wynn
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Roanoke, VA 24013
Phone (540) 982-0305 x127
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City of Roanoke
Purchasing Division
Noel C. Taylor Municipal Building
215 Church Ave., SW, Room 202
Roanoke, VA 24011
Phone (540) 853-2871
FAX (540) 853-1513

The time of receipt shall be determined by the time clock stamp in the Purchasing office. All questions must be submitted before 5:00 PM on February 28, 2008. If necessary, an addendum will be issued in the form of a facsimile and posted to the City web site at www.roanokeva.gov/purchasing under... Current Bid Requests.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

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

This section is to be completed by the Offeror(s) 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(s). No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.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# _____

**GRTC AND CITY OF ROANOKE
REQUEST FOR PROPOSAL
BUS SHELTER DESIGN
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GREATER ROANOKE TRANSIT COMPANY AND CITY OF ROANOKE

**REQUEST FOR PROPOSAL FOR
BUS SHELTER DESIGN AND FABRICATION**

INTRODUCTION

Greater Roanoke Transit Company (GRTC) and the City of Roanoke are seeking competitive proposals from qualified Artists and/or Art Design Firms (Offerors (s) to provide professional design and fabrication services, 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 the normal business hours of 8:00am to 5:00pm, Monday through Friday at the City of Roanoke Purchasing Division, (540) 853-2871, or from the City website at www.roanokeva.gov/purchasing under...Current Bid Request.

Proposals to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **Thursday, March 11, 2008 in the** Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA. 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 at the Reception Desk. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) original and seven (7) copies, must be appropriately signed by an authorized representative of the Offeror(s), and must be submitted in a sealed envelope or package. The notation "**BUS SHELTER DESIGN AND FABRICATION**" and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

The City of Roanoke, its officers, employees and 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 and the City of Roanoke reserve the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror(s) whose proposal is, at the sole discretion of GRTC and the City of Roanoke, determined to be in the best interest of GRTC and the City of Roanoke.

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. If an award of a contract is made, notification of such award will be posted for public review in the lobby of the Noel C. Taylor Municipal Building.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal. **Inquires regarding this RFP should be directed to Susan Jennings, Public Art Coordinator at (540) 853-5652. Questions regarding procurement procedures should be directed to Sharon Gentry, Purchasing Manager, at (540) 853-2871.**

**GREATER ROANOKE TRANSIT COMPANY
AND CITY OF ROANOKE
REQUEST FOR PROPOSAL
ART DESIGN SERVICES AND FABRICATION FOR BUS SHELTERS**

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is to procure design and fabrication services for two bus shelters. GRTC and the City of Roanoke invite any qualified Offeror(s) to respond to this RFP by submitting a proposal for such services consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the Successful Offeror(s). The City of Roanoke reserves the right to award to multiple artists.

SECTION 2. BACKGROUND.

GRTC and the City of Roanoke desire to retain an artist and/or art design team to work in conjunction with high school art students and possibly neighborhood civic groups to design bus shelters located near Patrick Henry High School and William Fleming High School. Fabrication of the shelters may or may not involve the students.

SECTION 3. INSTRUCTIONS TO OFFERORS.

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(s) must promptly notify GRTC and the City of Roanoke of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror(s) requiring clarification or interpretation of this RFP should contact Susan Jennings at (540) 853-5652.

- 1 Prospective Offerors must address the criteria below at a minimum as part of their submitted proposal.
2. Prospective Offerors should submit at a minimum the length of time in business, arts experience, strengths in the industry.
- 3 Prospective Offerors may be asked to provide a report of the financial condition of the individual and /or firm to show the ability to perform all obligations of any resultant contract.
- 4 GRTC and/or the City of Roanoke may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- 6 GRTC and the City of Roanoke is 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 GRTC or the City of Roanoke.
- 8 Offerors are expected to fully comply with the Federal Transit Administration clauses contained in Attachment A. Offerors failing to comply with these clauses will be deemed non-responsive.

- 9 Only GRTC or the City of Roanoke will make news releases pertaining to this RFP or the proposed award of a Contract.

SECTION 4 SERVICES AND/OR ITEMS REQUIRED.

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

1. Letter of interest (one original and seven copies), not to exceed two pages, which includes a description of your ideas and your past experience with similar projects.
2. A typed proposal (one original and seven copies) not to exceed seven pages. It should include information on the following.
 - Describe your ideas for how the overall style of the work and how the work will fit the combination of the neighborhood, school and transit.
 - Community/Student Involvement - This is a requirement for the project as the bus shelter design will be specific to the location of each bus shelter.
 - Describe your schedule, process and method by which you will accomplish this.
 - Describe materials from which the shelters would be fabricated. Please add a statement as to whether you will do the fabrication or it will be subcontracted.
 - Describe how you will address the following items: potential vandalism, maintenance, visibility for safety, accommodation for solar lighting in the bus shelters
3. Proposed budget – Prepare a one page estimate for the work involved. Include cost estimate for all facets, including but not limited to artist fees, insurance, travel expenses, workshop costs and materials costs and fabrication. The budget shall be submitted with breakdown for the above items. You may submit for either one or both shelters. Total budget per shelter is not to exceed \$40,000.
4. Current resume, emphasizing public art experience and/or public commissions, experience with similar projects and working with students and neighborhood groups. (Not to exceed two pages)
5. Contact information for two professional references
6. Up to 10 digital images of prior work, send images on one PC Compatible CD-ROM in JPEG format maximum pixel dimensions (per image) – 800 X 600 label CD with artist's name. Slides will not be accepted.
7. An image list clearly labeled with your full name and a numerical listing for each image, the title of the work, media, dimensions, year of completion and location.
8. Do not bind your application materials or put them in a notebook or folder. Do not send any materials not specifically requested (i.e. photographs, drawings, transparencies, videos). If sent, they will not be reviewed by the selection panel.

Section 5. Time line

- Responses due by 2:00 PM on March 11, 2008.
- Chosen artists notified by April 1, 2008
- Work with students at Patrick Henry High School in May 2008

- Installation of PHS bus shelter by September 1, 2008
- Work with students at William Fleming High School in Fall 2008
- Installation in late fall 2008 or early spring 2009

SECTION 6 MISCELLANEOUS.

1. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for GRTC and the City of Roanoke pursuant to the RFP shall belong exclusively to GRTC and the City of Roanoke 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(s) must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
2. 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.
3. 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 and the City of Roanoke or its designee will issue Addenda. Addenda will be faxed, electronic or postal mailed to all who are listed as having received the RFP Package.
4. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
5. The Successful Offeror (s) must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
7. The Successful Offeror(s) must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
8. It is the policy of GRTC and the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of GRTC contracting opportunities.
9. The Successful Offeror(s) shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
10. Providers of any outside services shall be subject to the same conditions and requirements as the Successful Offeror(s) in regards to law, code, or regulation compliance.

GRTC and the City of Roanoke reserves the right of approval for any subcontract work, including costs thereof.

11. 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.

12. 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.

13. 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 of Roanoke Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be at the GRTC offices.

14. Successful Offeror(s), 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(s), 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.

SECTION 7. PROTESTS.

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.

SECTION 8. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below.

- 1 The background, education and experience of the Offeror(s) in providing similar services or items elsewhere. Offerors are advised to carefully review Section 3, Instruction to Offerors.
- 2 Reasonableness of proposed budget.
- 3 The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- 4 The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- 6 Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.

SECTION 9. SELECTION PROCESS.

Pursuant to Section 2.2-4301 (3)(a) of the Code of Virginia, selection of the Offeror will be as follows:

1. Submissions will be reviewed by a selection panel consisting of members of the Roanoke Arts Commission, the GRTC, arts professionals, community representatives and City staff (serving ex officio). Applications will be evaluated on the basis of artistic and technical merit and strength of past work. Relevant work in the field of public art is desirable. One artist may be chosen for both shelters or separate artists for each.

2. Negotiations shall then be conducted, beginning with the Offeror(s) ranked first. If a contract satisfactory and advantageous to the selection panel can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror(s). Otherwise, negotiations with the Offeror(s) ranked first shall be formally terminated and negotiations conducted with the Offeror(s) ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the selection panel 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.

3. All proposals submitted in response to this RFP will be reviewed by the selection panel and/or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of GRTC personnel and appropriate individuals will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to GRTC's General Manager, or their designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of GRTC, as determined by GRTC's General Manager or their designee. 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 whose proposal is deemed to be in the best interest of GRTC.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

Attachment B in this RFP contains terms and conditions that GRTC and the City of Roanoke plan 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 City of Roanoke and the Offeror(s) during negotiations. However, if an Offeror(s) has any objections to any of the terms or conditions set forth in Attachments A and B 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 submitted 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 terms and conditions. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror(s).

ATTACHMENT A
Federal Transportation Administration Requirements
For RFP 08-02-01
BUS SHELTER DESIGN AND FABRICATION

Any awarded contract will be subject to financial assistance contracts or agreements between GRTC and the United States Department of Transportation, the City of Roanoke, Virginia, and/or the Commonwealth of Virginia, and/or Virginia Department of Rail & Public Transportation.

GRTC expressly reserves the right to reject any and all bids in part or in whole, to waive any informality or irregularity in the bids received, and to accept the bid which is deemed to be in the best interest of GRTC.

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 General Manager", or similar GRTC references respectively.

Notice is further given that GRTC will comply with the requirements of FTA Circular 4220.1E, dated June 19, 2003, "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.

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.

The requirements of FTA Circular 4220.1E 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 4220.1E shall be deemed to take precedence.

Copies of the City of Roanoke procurement Code and FTA Circular 4220.1E may be examined or obtained from GRTC offices located at 1108 Campbell Avenue, SE, Roanoke, VA 24013, phone 540-982-0305.

FEDERAL TRANSPORTATION ADMINISTRATION REQUIREMENTS

1. ENERGY CONSERVATION REQUIREMENTS

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

2. CLEAN WATER REQUIREMENTS

1) 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.

2) 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.

3. LOBBYING

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

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

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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

4. FEDERAL CHANGES

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. Contractor's failure to so comply shall constitute a material breach of this contract.

5. CLEAN AIR

1) 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.

2) 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.

6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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.

8. 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 the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to GRTC to be paid the Contractor. If the Contractor has any property in its possession belonging to GRTC, the Contractor will account for the same, and dispose of it in the manner GRTC directs.

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

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

3) Opportunity to Cure - GRTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor thirty (30) 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

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 thirty (30) days 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 obligation 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.

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

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

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

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

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

9. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

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, the Contractor certifies as follows:

The Certification on the provided form is a material representation of fact relied upon by GRTC. If it is later determined that the Bidder 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 Contractor 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 Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions

10. PRIVACY ACT

1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

11. CIVIL RIGHTS REQUIREMENTS

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

2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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.

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

12. BREACHES AND DISPUTE RESOLUTION

1) 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 [title of employee]. 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 [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or

others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

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

5) 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.

13. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as GRTC deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from GRTC. In addition, the Contractor may not hold retainage from its subcontractors.
- d. The Contractor must promptly notify GRTC, whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of GRTC.
- e. The Contractor shall complete the DBE Certification form provided at the end of this attachment and include in the Proposal submission.

14. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (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 4220.1E](#) 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.

PLEASE INCLUDE THE FOLLOWING SIGNED CERTIFICATIONS IN THE PROPOSAL SUBMISSION. FAILURE TO DO SO SHALL RESULT IN THE EXCLUSION OF THE RFP PROCESS.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of _____ 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 shall be paid to any person for influencing or attempting to influence 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 it instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 section 1352, title 31, U. S. Code. Any person who fails to file a 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.

Executed this _____ day of _____, 20 _____.

Bidder

Authorized Signature

Print Name and Title

Date

DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)

The prospective participant (Contractor) certifies, by submission of its Bid, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency.

If the prospective participant (Bidder) is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

**THE CONTRACTOR OR OFFEROR, _____,
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT
OF ITS CERTIFICATION AND EXPLANATION, IF IN ADDITION, THE BIDDER OR
OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISION OF 31 U.S.C. §§ 3801
ET SEQ APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

Bidder

Authorized Signature

Print Name and Title

Date

CERTIFICATION OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBMISSION TO FTA

(Name of Bidder)

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

Bidder

Authorized Signature

Print Name and Title

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

Notary Public

My Commission expires _____, 20_____.

**ATTACHMENT B
TERMS AND CONDITIONS
FOR RFP 08-02-01
BUS SHELTER DESIGN AND FABRICATION**

SECTION 1. JOBSITE APPEARANCE.

The Contractor expressly undertakes, either directly or through its Subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

SECTION 2.. FINAL CLEANING.

The Contractor expressly undertakes, either directly or through its Subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition, to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to thoroughly clean all glass installed under the Contract including the removal of all paint and mortar splatter and other defacements. If a Contractor fails to clean up at the completion of the Work, the City may do so and charge for the costs thereof to the Contractor in accordance with these conditions.

SECTION 3, PROTECTION ON SITE.

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

SECTION 4. SAFETY AND HEALTH PRECAUTIONS.

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

SECTION 5. PROTECTING THE PUBLIC.

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

SECTION 6.. PROTECTING THE WORK AND ADJACENT PROPERTY.

The Contractor shall continuously maintain adequate protection of all the Work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract Documents, or erected for the fulfillment of its obligations for the protection of persons and property.

SECTION 7. EMERGENCIES.

In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the City Transportation Manager, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the City Transportation Manager, Contractor shall so act immediately, without appeal.

SECTION 8. DAMAGE TO THE WORK.

The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any of the damages hereafter mentioned, and to any property in the vicinity of the Work, until its completion and acceptance by the City Transportation Manager.

SECTION 9. DAMAGE TO UTILITIES.

The respective Utility Company shall be given a minimum of forty-eight (48) hours notice prior to any adjustment of utilities, and the Contractor shall comply with the provisions of the Virginia Underground Utilities damage Prevention Act, Section 56-265.14 et seq. of the Code of Virginia. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

SECTION 10. WEATHER DAMAGE.

Damage with respect to the Work caused by the weather shall be the responsibility of the Contractor.

SECTION 11. DAMAGE TO OTHER WORK AND EXISTING STRUCTURES.

The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Damage to concrete curbs, gutters, sidewalks, or any existing facility that may occur during the installation shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the City Transportation Manager.

SECTION 12. RELEASE BY CONTRACTOR.

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

SECTION 13. WARRANTY.

The Contractor shall and does warrant and guarantee the Work against defects or deficiencies in the Work and in all material, equipment, and workmanship for a period of five (5) years from the date of Final Acceptance.

SECTION 14. DEFECTIVE WORK.

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City Transportation Manager, any work, material, equipment, or part that is found, by the City Transportation Manager, to be defective.

SECTION 15. CORRECTION OF DEFECTS.

If the Contractor, after notice, fails to proceed promptly, but in no event longer than fifteen (15) calendar days after such notice, unless otherwise agreed to by the City Transportation Manager, to comply with the terms of the guarantee and/or correct the Work, the City may have the defects corrected by its own forces or another contractor or another contractor and the Contractor shall be liable for all costs and expenses incurred in doing so.

SECTION 16. RETAINAGE

To ensure proper performance of the Contract, the City shall retain, unless stipulated otherwise, five percent (5%) of each progress payment until Final Acceptance of all work covered by this Contract.

SECTION 17. OWNERSHIP OF MATERIAL AND WORK

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