



REQUEST FOR PROPOSALS  
RFP# 179-19-11

Issue Date: September 26, 2019  
Title: Graphic Design Services  
Issuing and Using Agency: GRTC Transit System  
Attn: Allan Cox  
Purchasing Manager  
301 E. Belt Boulevard  
Richmond, Virginia 23224

Proposals for furnishing the services described herein will be received until: 11:00 a.m. local time on November 7, 2019.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 358-3871, extension #371.

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: GRTC TRANSIT SYSTEM, PURCHASING DEPARTMENT, 301 E. BELT BOULEVARD, RICHMOND, VA 23224. The RFP number, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the proposal package.

**The undersigned hereby agrees to provide the goods/services in compliance with this Request for Proposals and in accordance with the attached specifications, terms and all conditions, which have been carefully examined and are incorporated herein and made a part of the proposal documentation or as Mutually Agreed Upon by Subsequent Negotiation.**

Name and Address of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

Telephone: ( ) \_\_\_\_\_ Title: \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

VSBSD-CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE: ( ) YES ( ) NO

If YES, Certification Number: \_\_\_\_\_

VSBSD-CERTIFIED SWAM BUSINESS ENTERPRISE: ( ) YES ( ) NO

If YES, Certification Number: \_\_\_\_\_

**There will be an Optional Pre-Proposal Conference held on October 3, 2019 at 10 am. Reference Section 1-8 Page 6 herein.**

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## DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of GRTC's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by GRTC during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by GRTC to Contractor, which reflects internal GRTC procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Proposer/Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a proposal to perform the Work.

Buyer: Individual designated by GRTC to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by GRTC, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between GRTC and the Contractor for completion of the Work under the Contract.

Contract Administrator: The individual designated by GRTC to administer the Contract and be the Contractor's primary point of contact. The Contract administrator will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with GRTC for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to GRTC.

DOT: Department of Transportation.

Final Acceptance: The point when GRTC acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

GRTC: Greater Richmond Transit Company.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by GRTC to manage the project on a daily basis and who may represent GRTC for Contract administration. This Contract may be part of a larger GRTC project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

RFP or Solicitation: Request for proposals. Also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract contained within the Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or GRTC, as applicable, and means that the Contractor or GRTC, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Contract Administrator in accordance with the Scope of Work/Specifications.

VDMBE: Virginia Department of Minority Business Enterprise

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

## SECTION 1— INSTRUCTIONS TO PROPOSERS

### 1-1 Introduction

GRTC is the primary public transportation provider for the Richmond region. The company is a not-for-profit public service corporation jointly owned by the City of Richmond and Chesterfield County. Currently, GRTC operates 32 local routes and 9 express routes (including extended express routes) that provide transit service within the City of Richmond, Henrico County, and a small portion of Chesterfield County – a service area that accounts for more than 8 million passenger rides per year.

In addition to traditional fixed-route service, GRTC provides complementary ADA paratransit service, welfare-to-work transportation, and vanpool and carpool development services.

The Pulse offers bus rapid transit service from Rockets Landing east of downtown Richmond to Willow Lawn in Henrico County. The Pulse will improve reliability and transit times for transit riders and support economic development throughout the Broad Street Corridor.

### 1-2 Purpose

GRTC is seeking proposals from experienced, qualified, and capable firms to provide graphic design services in association with public timetables.

### 1-3 Proposal Submission

The proposer will submit one (1) original proposal, marked original along with three (3) hard copies, marked copy, of the proposal and an electronic redacted copy of the proposal on CD or thumb drive either in Microsoft Word or PDF format. Each proposal will be bound together with the required RFP Cover Page on top. The package containing the proposal must be clearly marked with the words "Proposal for Graphic Design Services" and the time and date proposals are due.

### 1-4 Postponement or Cancellation of Request for Proposals

GRTC reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

### 1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to GRTC.

### 1-6 Addenda

Receipt and review of Addenda by each proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each proposal.

### 1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	September 26, 2019
Optional Pre-Proposal Conference	October 3, 2019
Deadline for requests for clarification/changes to the RFP and requests for approved equals:	October 8, 2019
Deadline for addenda and responses to approved equal requests:	October 11, 2019
Proposals due by 11:00 a.m. local time:	October 25, 2019
Evaluation of proposals by selection Committee:	October 28-31, 2019
Possible Interviews and Contract negotiations:	November 4-6, 2019

Notice of Award:  
Commencement of Contract:

November 7, 2019  
November 11, 2019

## **1-8 Pre-Proposal Conference**

There will be an optional pre-proposal conference on October 3, 2019, 10 am at GRTC administrative building located at 301 E. Belt Boulevard, Richmond, VA 23224. All prospective proposer's should attend in person with a copy of the solicitation and will not be accommodated through conference call or any other means.

## **1-9 Inquiries**

The proposer is required to show on all correspondence with GRTC the following: "Proposal for Graphic Design Services." Any communication with GRTC should be written and directed to: Purchasing Manager GRTC Transit System, 301 E. Belt Boulevard, Richmond, VA 23224. Written communication may also be forwarded via facsimile to (804) 474-9817 or email to [acox@ridegrtc.com](mailto:acox@ridegrtc.com). Correspondence will not be accepted by any other party. **Contact with any other person may result in the Proposer being disqualified from consideration.**

## **1-10 Interpretation of RFP and Contract Documents**

No oral interpretations as to the meaning of the RFP will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date set to receive proposals) for a reply to reach proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by GRTC before the award of the Contract will not be binding upon GRTC.

## **1-11 Approved Equal**

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.

If potential proposers believe that their product is equal to the product specified, they must submit a written request to GRTC on the provided form (Attachment D) and this request will be approved or rejected by GRTC at least seven (7) calendar days prior to due date of proposals. Requests for approved equals and clarification of specifications must be received by GRTC in writing a minimum of fifteen (15) days before the proposal opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to GRTC to determine whether the Proposer's product is or is not equal to that specified.

## **1-12 Examination of RFP and Contract Documents**

Proposers are expected to examine the scope of services required, specifications, schedules, all instructions, and form agreement. Failure to do so will be at the proposer's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The goods and services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the provision of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the requirements and understand them.

The submission of a proposal shall constitute an acknowledgment upon which GRTC may rely that the Proposer has thoroughly examined and is familiar with the solicitation and form agreement, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

### **1-13 Cost of Proposals**

GRTC is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

### **1-14 Samples**

Samples of items when called for must be furnished free of expense. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, proposal number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after proposal opening date. If instructions are not received within this time, the commodities shall be disposed of by GRTC.

### **1-15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals**

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at GRTC's office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

### **1-16 Errors and Administrative Corrections**

GRTC will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers. GRTC reserves the right to request an extension of the proposal period from a Proposer or Proposers.

GRTC reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

### **1-17 Compliance with RFP Terms and Attachments**

GRTC intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to a RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

GRTC may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring

will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if GRTC determines that a Contract in the best interest of GRTC may be achieved. The Notice of Exception will be used as part of GRTC's evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the review process. Failure to submit a marked-up copy of the form agreement with a proposal will be interpreted by GRTC as the proposer's acceptance of the form agreement provided herein.

## 1-18 Proposal Requirements

Proposals shall fully explain their ability to fulfill all requirements described in GRTC's Statement of Work. They must contain the following items and follow the sequence outlined below:

- A. Cover Letter, providing the following information:
  - 1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each firm.
  - 2. Identification of any subcontractors and proposed working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
  - 3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.
- B. RFP Cover Page and Attachments A-H
- C. Notice of Exception (if applicable)
- D. Qualifications and Capabilities of the Firm
  - 1. Names and title of key personnel proposed for the duration of the project
  - 2. Identify qualifications and organizational capabilities that will establish the Proposer as a satisfactory provider of the required work by reason of its strength and stability.
  - 3. Provide the same information for each subcontractor as requested above.
- E. Related Experience
  - 1. Provide examples of previous experience or services as related to this project.
  - 2. Provide same information for each subcontractor as requested above.
- F. Project Approach
  - 1. Proposers must demonstrate their understanding of the project, describe their project approach, and explain how they will meet GRTC's needs.
- G. References
  - 1. Provide a list of three references within the last three years and the work performed.
  - 2. For each reference cited, furnish the company name, address, contact person (who is most knowledgeable of the work performed), title, contact person's phone number and email address.
- H. Fee Structure

Provide an fully-loaded hourly rate for the following tasks:

  - 1. **Ongoing Updates and Changes to Schedules and Maps** to include Design Services,



Simple Updates, Copy Editing and Proofreading, Project Management Services, and Print Production Services.

2. **Revision Fees** to include any changes after the first proof that requires more than fifteen (15) minutes of design time and is not the fault of the graphic designer.

### **1-19 Collusion**

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (Attachment G). Failure to submit the signed affidavit at the time proposals are due shall be grounds for disqualification of the proposer's offer.

If GRTC determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. GRTC's determination shall be final.

### **1-20 Pricing, Taxes, and Effective Date**

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of GRTC. Any items omitted, which are clearly necessary for the provision of service, will be considered a portion of such specifications, although not directly specified.

Price proposals shall include all applicable freight charges, FOB to the designated delivery points. GRTC is exempt from payment of Federal, Excise and Transportation Tax, and Virginia Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the proposal is opened.

### **1-21 Compensation and Invoices**

#### **A. Compensation**

GRTC shall compensate Proposer for the performance of the Goods/Services in accordance with the fees and rates set forth on Attachment B. The Charges represent the full and complete compensation for the proper performance of the Services, and include compensation for all services, labor, supervision, transportation, and supplies necessary for the performance of the services.

#### **B. Invoices**

Proposer shall submit an invoice to GRTC, Accounts Payable, each month for the Goods/Services performed and during the immediately preceding month. No advance payment shall be made or accepted for Goods/Services performed by Proposer pursuant to this Agreement. Proposer's invoices shall include the applicable purchase order number and must be accompanied by all required documentation to support all charges. Any invoice submitted to GRTC in an improper format or without the required information or documentation will be returned unpaid to Proposer for correction and resubmission.

### **1-22 Rejection of Proposals**

GRTC reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

### **1-23 Exclusionary or Discriminatory Specifications**

GRTC agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from

using any Federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. GRTC further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

## **1-24 Protest Procedures**

Any protest or objection to the Conditions and Specifications will be submitted for resolution to GRTC's CEO. Each protest must be made in writing and 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 is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to GRTC's CEO no later than seven (7) calendar days prior to the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to GRTC's CEO within five (5) business days after notification of Contract award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Chief Executive Officer, Chief Operating Officer, and the Legal Counsel for GRTC. No further appeals will be considered by GRTC. The proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.

### **A. Protest Bond**

Any proposer wishing to protest the awarding of a contract by GRTC to the apparent most responsive and responsible proposer will be required to furnish, at its own expense, a protest bond in the amount of one-half of one percent (.5%) of the total offer before GRTC will consider the protest. This protest bond will serve as a guarantee by the proposer of the validity and accuracy of the protest. Failure to provide this bond may result in GRTC denying the proposer's protest. If the Protest Review Board denies the proposer's protest, the bond will be used by GRTC to recover the costs and damages incurred because of the protest and the resulting delay in the provision of services. The bond will be either a cashier's check or certified check made payable to GRTC

### **B. Review Process**

Except as otherwise provided in this Contract, any Protest concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by a Protest Board comprised of GRTC's Chief Executive Officer, Chief Operating Officer, and Legal Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a Protest hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## **1-25 Proposal Alternatives**

Proposals shall address all requirements identified in this solicitation. In addition, GRTC may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in GRTC's best interests. Proposal alternatives must be clearly identified.

## 1-26 Small, Women-Owned, and Minority Business Enterprises (SWAM) Participation

GRTC has established a 10% SWAM participation goal on this contract. For Proposers to receive acknowledgement for the use of a SWAM, the proposed SWAM must be certified as a Small Business Enterprise (SBE), Woman-owned Business Enterprise (WBE), or Minority-owned Business Enterprise (MBE) by the Department of Small Business and Supplier Diversity (SBSD) prior to submission of the proposal. GRTC is committed to the establishment, preservation, and strengthening of SWAMs.

It is the policy of GRTC that SWAMs, as defined by SBSB, shall be able to compete fairly for this contract. These businesses will be solicited and encouraged to participate in the procurement activities of this project and records will be maintained documenting such efforts and participation. Further, GRTC encourages Proposers to take all necessary and reasonable steps to ensure that SWAMs can equally compete for and perform services on the contract through partnerships, joint ventures, subcontracts and participation in any subsequent supplemental contracts.

If the Proposer intends to subcontract a portion of the services on the project, it is encouraged to contact SWAMs to solicit their interest, capability, and qualifications. A searchable list of SWAM-certified vendors is available at the SBSB web site, <http://www.sbsd.virginia.gov> (click the link for "SWAM Vendors Search").

### A. SWAM Participation

Any SWAM contractor, whether prime or subcontractor, must perform a commercially useful function. A SWAM performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Furthermore, if the prime Proposer is certified as a SWAM and intends to meet the contract goal through its own participation, the prime Proposer must actually perform the stated percentage of SWAM participation with its own forces, rather than subcontracting the work to another firm. All contractors are advised that participation in contracts where no commercially useful function is performed by the SWAMs may result in decertification under applicable state statute. If, during the course of a procurement or resulting contract, GRTC discovers that a contractor has misrepresented its SWAM participation or is performing a smaller percentage of the contract than proposed (without cause), GRTC will first send formal notification to the contractor giving opportunity to cure the situation. If the situation is not resolved to GRTC's satisfaction, GRTC will send a letter to Virginia Department of Small Business and Supplier Diversity notifying them of the discrepancy.

### B. Certification

SBSB is solely responsible for certification decisions. To be certified through the SWAM program, a firm must meet all certification eligibility standards as required by SBSB. The 10 corresponding certification is SBE, WBE, or MBE. The criteria for SBE are not more than 250 employees, or not more than \$10 million gross receipts averaged over a three-year period. The criteria for WBE are at least 51% owned and controlled by one or more women. The criteria for MBE are at least 51% owned and controlled by one or more persons of a minority race (minority includes Black, Hispanic, Native America, Asian-Pacific, and Subcontinental Asian. It does not include those of European or Middle-Eastern descent). Individuals must be legal residents of the USA. SWAM certification entitles contractors to participate in GRTC's SWAM program; however, this certification does not guarantee that the contractor will obtain work with GRTC.

### C. Process

A firm must apply for certification through the Department of Small Business and Supplier Diversity (SBSB) and be certified as an SBE, WBE, or MBE prior to submission of the proposal. Contact SBSB at (804) 786-6585. Certification guidelines and applications are also available online as PDFs at the following web site: <http://www.sbsd.virginia.gov>

D. GRTC's SWAM Program

For information about GRTC's SWAM program, firms may contact:

Antoinette Haynes, DBE Liaison Officer  
GRTC Transit System  
301 E. Belt Blvd  
Richmond, Virginia 23224  
804-358-3871  
[ahaynes@ridegrtc.com](mailto:ahaynes@ridegrtc.com)

## SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD

### 2-1 General

GRTC shall employ the competitive negotiation purchase method in making the award for this procurement. Project approach information and fee structure information will be evaluated concurrently.

### 2-2 Eligibility for Award

In order to be eligible for award, proposers must be responsive and responsible.

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible proposers are those prospective Contractors who, at a minimum, must:
  - 1. have adequate financial resources, as required during performance of the Contract.
  - 2. are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  - 3. have a satisfactory record of past performance.
  - 4. have necessary technical capability to perform.
  - 5. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
  - 6. are qualified as a regular provider of the services being offered.
  - 7. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

### 2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. GRTC may then select the proposal that is considered to be the most advantageous to GRTC.

### 2-4 Scoring and Evaluation Criteria

The statement of work, as amended through the request for approved equal or exception process, and any addenda thereto, set forth the minimum requirements of the components, warranty, service, support, and other deliverables GRTC requires through this procurement.

Proposer's level of response to requested information will be considered throughout the scoring process. The evaluation criteria and corresponding weight of each are listed as follows:

- A. Qualifications and Capabilities (20%)
- B. Related Experience (25%)
- C. Project Approach (30%)
- D. Fee Structure (25%)

## **2-5 Competitive Range**

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

## **2-6 Negotiations**

GRTC may undertake concurrent negotiations with proposers determined to be within a competitive range. GRTC does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by GRTC if, in the sole opinion of GRTC, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all proposers whose proposals are within the competitive range may be conducted by GRTC. Negotiations may be entered with one or more proposers to finalize contract terms and conditions. In the event negotiations are not successful, GRTC may initiate negotiations with the next ranking proposer or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to GRTC's Board of Directors as the successful proposer for award.

## **2-7 Cost or Price Analysis**

GRTC reserves the right to conduct a cost or price analysis for any purchase. GRTC may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on proposal prices. GRTC may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow GRTC to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and GRTC reserves the right to negotiate with the single proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, GRTC reserves the right to reject the single proposal. Contract change orders or modifications will be subject to a cost analysis.

If only one proposal is received in response to the RFP, a detailed cost proposal and analysis of three (3) contracts, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

## **2-8 Contract Award**

Contract award, if any, will be made by GRTC to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to GRTC. GRTC shall have no obligations until a Contract is signed between the Proposer and GRTC.

## **2-9 Execution of Contract and Notice to Proceed**

The Proposer to whom GRTC intends to award the Contract shall sign the Contract and return it to GRTC. Upon authorization by GRTC's Board of Directors, or designee, the Contract will be countersigned. Upon receipt by GRTC of any required documentation and submittals by the Proposer, a Notice to Proceed or

Purchase Order may be issued, if appropriate.

## **2-10 Public Disclosure of Proposals**

GRTC is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to GRTC will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Virginia FOIA. It is GRTC's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of GRTC.

## **2-11 Conflicts of Interest and Non-Competitive Practices**

- A. Conflict of Interest – Contractor, by submitting a proposal to GRTC to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GRTC and take action immediately to eliminate the conflict or to withdraw from this Contract, as GRTC may require.
- B. Contingent Fees and Gratuities – Contractor, by submitting a proposal to GRTC to perform or provide work, services, or materials, has thereby covenanted:

No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of GRTC or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

## **2-12 Insurance**

The awarded firm shall obtain, pay for, and keep in force during the Term hereof, and thereafter as provided, the coverages in the amounts listed in Attachment J and provide a Certificate of Insurance to GRTC upon request.

## SECTION 3 – STATEMENT OF WORK

### 3-1 Background

The public timetables are created for individual bus routes. As of June 2018, there are 40 distinct timetables that are provided to the public via GRTC's website and printed copies on buses and other locations. Each public timetable contains a route map, as well as departure times for specified stops along the route in a chart form. They also contain route-specific notes and tips to enhance customer legibility.

GRTC's public timetables are updated whenever a bus route has a schedule or routing change, or whenever other significant information changes (fares, policies, etc.).

Furthermore, GRTC's Planning and Scheduling Departments updates the routes four (4) times a year (May, August/September and January fourth run pull) and new individual route schedules are printed at each of these times. All changes to routes and schedules, and subsequently the public timetables, must be made as a part of this update process. It is extremely important to ensure that deadlines are met during this process in order to get the correct information out to the public in a timely manner. Not all public timetables will require changes at a given system update, and depending on GRTC's service changes, new routes may be added, or routes may be discontinued.

Timetable production is generally completed six weeks before a schedule change's effective date. Printed schedules are expected to be available for public distribution two weeks before the effective date. Occasionally, special route and schedule changes are done outside of the regular system updates.

### 3-2 Graphic Designer (Contractor)

- 1) Must have experience in providing map and timetable-based design services, familiarity with public transit operations, and experience in producing publications for the public transportation industry.
- 2) Must provide services with a fast turnaround time and must produce projects on schedule and within budget.
- 3) Must be willing to provide an individual who will serve as the representative for this project and who will work with the project manager at GRTC.
- 4) Must have the capacity to produce quality work and follow that work through from conceptual development to final design and production.
- 5) Must be able to provide the following services: design coordination through a single contact person, coordination and supervision of artwork creation, cartography, typesetting from copy, copy editing, proofreading, and preparation of design for production.

### 3-3 Design Work to Public Timetables

GRTC's public timetables underwent a redesign several years ago. GRTC would like for future public timetables to match this design as closely as possible. An initial production of all timetables by the Contractor is required to be approved by GRTC as soon as possible after the contract work has begun.

The design of the public timetables must fit within the following guidelines:

- 1) The Contractor will design a product that is easy to read and user-friendly.
- 2) The Contractor will design a product that is consistent with GRTC's branding.
- 3) The Contractor will design a product that utilizes the "look" of GRTC's current route schedules as much as possible. As this is a format that has been utilized by our customers for the past several years, it is important that this look and format remain as consistent as possible in order to avoid any unnecessary confusion.
- 4) The Contractor will produce a product that utilizes GRTC's current branding colors (PMS colors: 158-



Orange, 200-Red, 267-Purple, 300-Blue, 334-Green) and Black.

- 5) The Contractor will incorporate the following items into the front panel of each individual route schedule:
  - a. Route Number
  - b. Route Name
  - c. GRTC logo and current tagline (i.e. Get Ready to Connect)
  - d. GRTC website (ridegrtc.com)
  - e. GRTC phone number (804-358-GRTC)
  - f. Month/Date/Year of schedule change
  - g. Common destination list
  - h. Service span information (ex. Weekdays only)
- 6) The Contractor will incorporate GRTC's fare information, transfer instructions, and "how to read this schedule" information into each Individual Schedule.
- 7) The Contractor will design a product that reduces the number of folds and panels to create a final result that is pocket-sized.
- 8) The Contractor will design a product whose specifications are compatible with a Macintosh OSX 10.4 operating system and web applications.
- 9) The Schedules should be designed to be read clearly in color.

### **3-4 Updates to Public Timetables**

When GRTC has identified a need for schedule updates, GRTC will contact the Contractor with the "effective dates," dates when new individual schedules are needed, and projected timelines for the project. These dates are subject to change and GRTC will notify the Contractor of such changes as soon as finalized information becomes available. The delivery dates generally fall in May, August/September and January.

Within three (3) business days of the Contractor receiving the projected timelines, the Contractor will be required to accept or revise and send to the GRTC project manager a timeline. The timeline will be from the date the *HASTUS* timetable files and route map information is delivered to the Contractor to the date the final product files are delivered to GRTC.

GRTC will review the timeline and provide feedback, if necessary. GRTC will approve the timeline at its discretion. GRTC will return the approved timeline to the Contractor with the Purchase Order, together serving as the notice to proceed. The approved timeline is subject to change by GRTC, who will notify the Contractor as soon as possible of any necessary changes.

### **3-5 Artwork Changes and Errors**

Once the necessary files have been submitted to the Contractor, should GRTC find any errors or have any changes to the files at any point during the design or update processes, the following will apply:

- 1) Errors Caused By Contractor – Any errors that are the fault of the Contractor (i.e. lines dropping off, map font incorrect, etc.) will be corrected free of charge by the Contractor. The Contractor will then deliver to GRTC, in accordance with the delivery schedule, print and web-ready pdf versions of each final created route schedule via the Contractor's ftp site.
- 2) Insignificant Errors and/or Changes Caused by GRTC – Any changes and/or errors that are the fault of GRTC (i.e. time-point is incorrect, map missing a line, etc.) and will take fifteen minutes or less to correct will be corrected free of charge by the Contractor. The Contractor will then deliver to GRTC, in accordance with the delivery schedule electronic web files with the corrected artwork. Additionally, if such errors are found and GRTC staff completes the change themselves and supplies new proofs to the Contractor, GRTC will not incur any charges.
- 3) Significant Errors and/or Changes Caused by GRTC – Any changes and/or errors that are the fault of GRTC that take longer than fifteen minutes to correct, or if GRTC chooses not to supply new proofs, corrections will

be made by Contractor in accordance with the revision fees established in the Agreement. For billing purposes, any revision fees incurred by GRTC must be billed separately.

### 3-6 General Requirements

#### 1) Use of Timetable Software

GRTC currently utilizes the *HASTUS* software system for timetable information. *HASTUS* is an integrated and modular software program utilized for transit scheduling operations and computer information. The basic *HASTUS* system provides the required tools to produce efficient vehicle and operator/crew schedules using industry-leading optimizers. The underlying database, easily accessible to other systems through comprehensive integration tools, offers a single, reliable, and complete source of transit operations data.

It is essential that the selected Contractor be both familiar with and able to utilize *HASTUS* software in order to streamline the production process. Furthermore, it is extremely important that the selected Contractor work with GRTC as a *HASTUS* consultant to help refine GRTC's current *HASTUS* software to meet the overall needs/objectives necessary for a streamlined final product.

#### 2) Mapping

Map files and information for each route will be provided by GRTC's Planning & Scheduling Department and must be incorporated into each individual route schedule. The final "look" of the maps will be approved by GRTC's Marketing Department. It is essential that the selected Contractor be able to work with GRTC as a consultant to help refine GRTC's current software to meet the overall needs/objectives necessary for a streamlined final product.

#### 3) Customer Support

The Contractor will act as an ongoing resource to the printer (as designated by GRTC) as needed for both the initial redesign and ongoing schedule updates.

### 3-7 Deliverables

- 1) Complete delivery of all final Individual Route Schedule files must be received by GRTC no later than agreed upon approved timeline.
- 2) The Contractor will provide GRTC with proofs of the final Individual Route Schedule designs for approval. This design must be authorized and approved by GRTC prior to providing the final product files.
- 3) The Contractor will provide GRTC with the final product files via the Contractor's ftp site upon completion in design format. The final product should include all native files, graphics, fonts, etc.
- 4) The Contractor will produce and provide GRTC web-ready PDF and print-ready versions of each of the final created individual routes.
- 5) The Contractor will provide GRTC with print specifications for each Individual Route Schedule. Additionally, the Contractor will provide recommendations for paper stock, taking into account the fact that GRTC would like to utilize recycled paper.
- 6) The final design(s) will become property of GRTC.

### 3-8 Public Timetable Route, Map Size and Folds

Route	Name	Size	No. of Folds
1A	Chamberlayne/Hull/Midlothian	8.5 x 21.88	7
1B	Chamberlayne/Hull/Warwick	8.5 x 15.63	5

1C	Chamberlayne/Hull/Elkhardt	8.5 x 21.88	7
2A	Forest Hill/North Ave	8.5 x 21.88	7
2B	North Ave/Jahnke/Midlothian	8.5 x 21.88	5
2C	North Ave/Midlothian/Belt Blvd	8.5 x 21.88	7
3A	Highland/Jeff Davis/Harwood	8.5 x 18.75	6
3B	Highland/Jeff Davis	8.5 x 18.75	6
3C	Highland/Harwood/Jeff Davis	8.5 x 21.88	7
4A	Montrose	8.5 x 25	8
4B	Darbytown	8.5 x 25	8
5	Cary/Main/Whitcomb	8.5 x 25	8
7A-7B	Nine Mile Henrico	8.5 x 21.88	5
12	Church Hill see timepoint	8.5 x 21.88	7
13	Oakwood	8.5 x 21.88	7
14	Hermitage/East Main	8.5 x 21.88	7
18	Henrico Government Center	8.5 x 12.5	4
19	West Broad Street	8.5 x 18.75	6
20	Orbital	8.5 x 25	8
26x	Parham Express	8.5 x 12.5	4
27x	x Glenside Express	8.5 x 12.5	4
28x	White Oak Express	8.5 x 12.5	4
29x	Gaskins Express (HRC)	8.5 x 12.5	4
39	Fairmount/Oakwood	8.5 x 15.63	5
50	Broad Street	8.5 x 18.75	6
56	South Laburnum	8.5 x 12.5	4
64x	Stony Point Express	8.5 x 12.5	4
75	Three Chopt	8.5 x 12.5	4
76	Patterson	8.5 x 15.63	5
77	Grove	8.5 x 15.63	5
78	Cary/Maymont	8.5 x 18.77	6
79	Patterson/Parham	8.5 x 12.5	4
82x	Commonwealth 20 Express (CHF)	8.5 x 12.5	4
86	Broad Rock/Walmsley	8.5 x 18.77	6
87	Bellemeade/Hopkins	8.5 x 18.77	6
88	Belt/Bells/Ruffin	8.5 x 15.63	5
91	Laburnum Connector	8.5 x 18.75	4
93	Azalea Connector	8.5 x 12.5	4
95x	Petersburg	8.5 x 12.5	4
102x	Kings Dominion Express (DOS)	8.5 x 15.63	5

**ATTACHMENT A: VENDOR CHECKLIST**  
 (to verify that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

	<u>Vendor Check-Off</u>	<u>GRTC Check-Off</u>
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A Vendor Checklist	_____	_____
Attachment B Proposal Affidavit	_____	_____
Attachment C Addendum Page	_____	_____
Attachment D Request for Clarification/Approved Equal	_____	_____
Attachment E Ineligible Proposers Certification (prime contractor)	_____	_____
Attachment F Ineligible Proposers Certification (subcontractors)	_____	_____
Attachment G Non-Collusion Affidavit	_____	_____
Attachment H Firm Data Sheet	_____	_____
Notice of Exception (if applicable)	_____	_____
Qualifications and Capabilities of the Firm(s)	_____	_____
Related Experience	_____	_____
Project Approach	_____	_____
References	_____	_____
Fee Structure	_____	_____

**ATTACHMENT B: PROPOSAL AFFIDAVIT FOR  
GRAPHIC DESIGN SERVICES**

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Statement of Work, Form Agreement, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of goods and services specified at the price stated in the fee structure..

SIGNED : \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM NAME : \_\_\_\_\_

**Proposer must use this form or similar format:**

DESCRIPTION OF SERVICE	Hrly Rate Initial Year	Hrly Rate Option Year 1	Hrly Rate Option Year 2	Hrly Rate Option Year 3	Hrly Rate Option Year 4
<b>Ongoing Updates and Changes to Schedules and Maps</b> (to include: Design Services, Simple Updates, Copy Editing and Proofreading, Project Management Services, and Print Production Services)					
<b>Revision Fees</b> (to include: any changes after the first proof that requires more than fifteen (15) minutes of design time and is not the fault of the graphic designer)					

**ATTACHMENT C: ADDENDUM PAGE**

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Addendum Number \_\_\_\_\_ Dated \_\_\_\_\_

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT D: REQUEST FOR CLARIFICATION / APPROVED EQUAL**

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SECTION: \_\_\_\_\_ PAGE: \_\_\_\_\_

PROPOSERS REQUEST:

GRTC RESPONSE:

APPROVED

DENIED

COMMENTS:

GRTC SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT E: INELIGIBLE PROPOSERS CERTIFICATION  
(Prime Contractor)**

The Contractor \_\_\_\_\_ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

Contractor (Name) \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ATTORNEY'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ATTACHMENT F: INELIGIBLE PROPOSERS CERTIFICATION  
(Subcontractors)**

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under an Federal Transit Administration Project), \_\_\_\_\_, certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

The Lower Tier Participant (Applicant for a third party subcontract or sub-grant under a Federal Transit Administration Project) \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ATTORNEY'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT G: NON-COLLUSION AFFIDAVIT**

Affidavit of Non-Collusion

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

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

Signed

Firm Name

Subscribed and sworn to before me this \_\_ day of \_\_\_\_\_, 20

### ATTACHMENT H: FIRM DATA SHEET

The prime contractor is responsible for submitting the information requested below on all firms on the project team, both prime and all subcontractors.

Company's Full Legal Name										
Doing Business As (DBA)										
Firm's Address										
City	State	Zip Code								
Telephone Number	Fax Number	E-mail Address								
Contact Name (First & Last)										
Product/ Service Category		Age of Firm								
Firm's DBE* Status: DBE <input type="checkbox"/> Certification expiration date _____ Gender: Male <input type="checkbox"/> Female <input type="checkbox"/> Ethnicity : Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Non-minority women <input type="checkbox"/> Native American <input type="checkbox"/> Other <input type="checkbox"/> _____ Subcontinental Asian American <input type="checkbox"/>										
Non-DBE <input type="checkbox"/> SWaM *Status WBE <input type="checkbox"/> MBE <input type="checkbox"/> SBE <input type="checkbox"/> Certification # _____ Certification Expiration Date _____ <small>*Disadvantaged Business Enterprise (DBE) Certification by VDOT only</small>										
Annual Gross Receipts For the Firm's fiscal year ending _____ (Date) PLEASE CHECK THE APPROPRIATE BRACKET <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> <i>Less than \$100,000</i></td> <td><input type="checkbox"/> <i>\$1 million to \$2 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$100,000 to \$250,000</i></td> <td><input type="checkbox"/> <i>\$2 million to \$5 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$250,000 to \$500,000</i></td> <td><input type="checkbox"/> <i>\$5 million to \$10 million</i></td> </tr> <tr> <td><input type="checkbox"/> <i>\$500,000 to \$1 million</i></td> <td><input type="checkbox"/> <i>\$10 million or greater</i></td> </tr> </table>			<input type="checkbox"/> <i>Less than \$100,000</i>	<input type="checkbox"/> <i>\$1 million to \$2 million</i>	<input type="checkbox"/> <i>\$100,000 to \$250,000</i>	<input type="checkbox"/> <i>\$2 million to \$5 million</i>	<input type="checkbox"/> <i>\$250,000 to \$500,000</i>	<input type="checkbox"/> <i>\$5 million to \$10 million</i>	<input type="checkbox"/> <i>\$500,000 to \$1 million</i>	<input type="checkbox"/> <i>\$10 million or greater</i>
<input type="checkbox"/> <i>Less than \$100,000</i>	<input type="checkbox"/> <i>\$1 million to \$2 million</i>									
<input type="checkbox"/> <i>\$100,000 to \$250,000</i>	<input type="checkbox"/> <i>\$2 million to \$5 million</i>									
<input type="checkbox"/> <i>\$250,000 to \$500,000</i>	<input type="checkbox"/> <i>\$5 million to \$10 million</i>									
<input type="checkbox"/> <i>\$500,000 to \$1 million</i>	<input type="checkbox"/> <i>\$10 million or greater</i>									
<b>FOR OFFICE USE ONLY</b>										
Department		Request Date								
PO#										
Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>	Contract Goal Yes ___ No ___								

## ATTACHMENT I: GRTC TERMS AND CONDITIONS

### 1-1 Applicability and Federal Grant Contract

This Contract between Contractor and GRTC is subject to financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond. Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant Contract between the U.S. Department of Transportation and GRTC.

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Contract and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through the Change Order procedures detailed in Section 11.1 of the cover agreement.

### 1-2 Interest of Members or Delegates of Congress

In accordance with 41 U.S.C. Section 22, Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived therefrom.

### 1-3 No Federal Government Obligations to Third Parties

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third-party contractor, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third-party contract, the Federal Government has no obligations or liabilities to any party, including any subrecipient or any third-party contractor.

### 1-4 False or Fraudulent Statements or Claims

Contractor acknowledges and agrees as follows:

- a. Contractor recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 *et seq.* and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with the Project. Accordingly, by signing the contract, Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, Contractor also acknowledges that if it makes 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, as amended, on Contractor to the extent the Federal Government deems appropriate.
- b. Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on Contractor the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1), to the extent the Federal Government deems appropriate.

### 1-5 Access to Records

In accordance with 49 U.S.C. Section 5325(a) Contractor agrees to provide GRTC, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts

and transcriptions as reasonably needed.

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until GRTC, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, 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).

Contractor agrees to include the above clauses 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.

## **1-6 Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (18) dated October 2011) 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.

## **1-7 Equal Employment Opportunity**

In connection with this project, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Contractor will take affirmative action to ensure that qualified and approved applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. Contractor will also notify any and all subcontractors or Contractors of its obligations under this contract related to this provision.

## **1-8 Civil Rights Requirements**

- a. 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.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - 1) 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.

- 2) 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.
  - 3) 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.
- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **1-9 Disadvantaged Business Enterprises (DBEs)**

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 5.5%.
- B. It is the policy of GRTC that DBEs as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor shall take all necessary and reasonable steps to ensure that DBEs have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If Contractor intends to subcontract a portion of the Services on the project, Contractor is encouraged to contact DBEs to solicit their interest, capability and qualifications.
- C. It is the policy of GRTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, GRTC encourages Contractor to use DBE financial institutions whenever possible.

#### **1-10 Contract Assurance**

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by 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.

#### **1-11 Prompt Payment**

Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment Contractor receives from GRTC. Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of GRTC. This clause applies to both DBE and non-DBE subcontractors.

- A. If Contractor fails to pay the subcontractor within thirty (30) days, Contractor must notify GRTC and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- B. Contractor is obligated to pay interest to the subcontractor on all amounts owed by Contractor that remain unpaid after thirty (30) days following receipt by Contractor of payment from GRTC for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph A of this section.

Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month, except for the amounts withheld. Notification of failure by Contractor to make prompt payment to the subcontractor hereinbefore provided will result in notification to Contractor's bonding company by GRTC.

- C. Should either Contractor or subcontractor advise GRTC of a payment issue involving a DBE Contractor, the DBELO officer shall be notified so as to investigate, as appropriate.

#### **1-12 Energy Conservation**

Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Subsection 6321 *et seq.*

#### **1-13 Debarment, Suspension and Other Responsibility Matters**

- A. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, 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.
- B. 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.
- C. By signing this Agreement, Contractor provides a signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered transactions.
- D. The signed certification is a material representation of fact relied upon by GRTC. If it is later determined that Contractor 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. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this Agreement is valid and throughout the period of performance. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **1-15 Termination and Cancellation**

- A. GRTC Rights of Termination

GRTC may terminate this Agreement at its sole discretion and for any or no reason upon 30 days' prior written notice to Contractor. This Agreement is subject to financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond. If expected or actual funding is withdrawn, reduced, or limited in any way during the Term of this Agreement, GRTC may, upon written notice to Contractor, terminate this Agreement in whole or in part.

- B. Right to Cancel for Default

Either party may cancel this Agreement effective immediately upon written notice to the other in the case of the bankruptcy, insolvency or appointment of custodian, receiver, trustee or liquidator of the other party, or a breach by the other party of any of the terms and conditions of this Agreement, without prejudice to any other rights or remedies the non-breaching party may have, provided the breaching party fails to remedy such breach within 30 days of receiving notice of such breach.

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including reasonable attorney fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

### C. Effect of Termination or Cancellation

When Contractor receives notice of termination or cancellation, it shall (a) discontinue its performance of the Services in accordance with GRTC's instructions, (b) not place further orders or enter into further subcontracts relating to the terminated Services, (c) to the extent possible, terminate all existing orders with its suppliers and any subcontractors, and (d) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the consent of the GRTC's Contract Administrator or other expressly designated representative.

After termination or cancellation, GRTC shall have no further liability other than to pay for Services performed and conforming Goods delivered prior to the effective date of termination or cancellation.

Neither termination nor cancellation shall affect any rights either party may have with respect to any Goods delivered or Services performed prior to termination or cancellation, any pending dispute, or any rights either party may have with respect to any breach occurring prior to termination or cancellation.

### **1-17 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, dated November 1, 2008, 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. 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.



## ATTACHMENT J: INSURANCE

Proposer agrees to provide the following insurance coverage:

**Commercial General Liability** (Occurrence Form), either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Each Occurrence (Bodily Injury, Property Damage)	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$1,000,000
Products and Completed Operations Aggregate Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments – Any One Person	\$5,000

**Business Automobile Policy** either singly or in combination with Excess or Umbrella Liability Insurance policy **covering all operations** with the following limits:

Owned, Hired or Non-Owned (Per Accident)	\$1,000,000
Uninsured Motorist (Per Accident)	Minimum State Limits
Medical Payments (Each Person)	\$5,000
Comprehensive (\$5,000 Deductible – Maximum)	Actual Cash Value
Collision (\$5,000 Deductible – Maximum)	Actual Cash Value

In the case of policies that list specific vehicles or specific drivers, proof of coverage is required to be provided to GRTC for each vehicle or driver before it can be used in service. Contractor shall be fully responsible for all physical damage deductibles to GRTC owned vehicles. In addition, Contractor shall be fully responsible for all rental costs and other costs associated with any vehicles that replace any vehicle that sustains any type of physical damage.

### **Workers Compensation**

Part A	Statutory
Part B – Employers Liability	
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000

All States and Voluntary Compensation endorsements shall be included in the Workers Compensation policy. Workers Compensation shall be provided to all employees of Contractor.

**Excess or Umbrella Liability** (Occurrence Form) covering all operations with the following limits:

Each Occurrence (Bodily Injury, Property Damage, Personal and Advertising Injury)	\$5,000,000
General Aggregate Limit (Other than Products – Completed Operations)	\$5,000,000
Products and Completed Operations Aggregate Limit	\$5,000,000

Excess or Umbrella policies shall list the Vehicle, Commercial General Liability and Employers Liability policies as underlying policies.