



**INVITATION FOR BIDS  
IFB# 163-17-09**

Issue Date: August 3, 2017  
Title: Copiers  
Issuing and Using Agency: GRTC Transit System  
Attn: Allan Cox  
Purchasing Manager  
301 E. Belt Boulevard  
Richmond, Virginia 23224

Bids for Furnishing the Services Described Herein Will Be Received Until: 11:00 a.m. local time on August 31, 2017.

All Inquiries For Information Should Be Directed To: Allan Cox, Purchasing Manager, at Phone: (804) 358-3871, extension #371.

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

In Compliance With This Invitation for Bids And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Bid Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Zip Code: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_  
Fax Number: (    ) \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature in Ink)*  
Name: \_\_\_\_\_  
*(Please Print)*  
Title: \_\_\_\_\_  
FEI/FIN Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

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

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

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

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

**NO PRE-BID MEETING WILL BE CONDUCTED FOR THIS PROCUREMENT.**

THIS SOLICITATION CONTAINS 40 PAGES

## **SECTION 1 - INSTRUCTIONS TO BIDDERS**

### **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 35 local routes and 9 express routes that provide transit service within the City of Richmond, Henrico County, and small portion of Chesterfield County – a service area that accounts for nearly 9 million passenger rides yearly. In addition to traditional fixed-route service, GRTC provides complementary ADA paratransit service, Welfare-to Work transportation, and vanpool and carpool development services. GRTC will also operate a Bus Rapid Transit system, named "Pulse," in late 2017.

### **1-2 Purpose**

GRTC is seeking Bids from qualified vendors to furnish copiers located at GRTC's administration building and maintenance facility including RideFinders main office.

### **1-3 Bid Submission**

In order to be considered for selection, Bidders must submit a complete sealed written response to this IFB. One (1) original bid, marked "Original" and four (2) hard copies, marked "Copy" must be submitted to GRTC in addition to one electronic version on a compact disc (CD) or flash drive. Oversize pages used for drawings or similar purposes are not prohibited. Each bid, complete with affidavits and certifications, will be bound together with the required IFB Cover Page and Vendor Checklist (Attachment A) on top. The package containing the bid must be clearly marked with the words "Bid for Copiers" and the time and date bids are due.

### **1-4 Postponement or Cancellation of Request for Bids**

GRTC reserves the right to cancel the IFB at any time or change the date and time for submitting bids by announcing same prior to the date and time established for Bid submittal.

### **1-5 Bid Signature**

Each bid shall include the IFB Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Bids 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 bidder must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each bidders bid.

### **1-7 Procurement Schedule**

The projected schedule for this procurement is:

Invitation for Bids available:	August 3, 2017
Deadline for requests for clarification/changes to the IFB and requests for approved equals:	August 11, 2017
Deadline for addenda and responses to approved equal requests:	August 16, 2017
Bids due by 11:00 a.m. local time:	August 31, 2017
Resolution to Award @ Board Meeting:	September 19, 2017
Contract Signing/Notice to Proceed/Notice of Award	September 20, 2017

## **1-8 Pre-Bid Meeting**

No pre-bid meeting will be conducted for this procurement.

## **1-9 Inquiries**

The Bidder is required to show on all correspondence with GRTC the following: "Bid for Farebox Copiers". Any communication with GRTC should be written and directed to: Allan Cox, Purchasing Manager, GRTC Transit System 301 E. Belt Boulevard, Richmond, VA 23224. Written communication may also be forwarded via 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 Bidder being disqualified from consideration.

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

No oral interpretations as to the meaning of the IFB will be made to any Bidder. Any explanation desired by a Bidder regarding the meaning or interpretation of the IFB, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date set to receive Bids) for a reply to reach Bidders before the submission of their Bids. Any interpretation or change made will be in the form of an addendum to the IFB, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the IFB has been issued, but at least seven (7) calendar days prior to the Bid due date. All Addenda will become part of the IFB 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 Bid may be cause for its rejection.

If potential Bidders 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 Bids. Requests for approved equals and clarification of specifications must be received by GRTC in writing a minimum of fifteen (15) days before the Bid 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 Bidder must demonstrate the equality of this product to GRTC to determine whether the Bidder's product is or is not equal to that specified.

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

Bidders are expected to examine the scope of services required, specifications, schedules, exhibits, all instructions, and form agreement. Failure to do so will be at the Bidder'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 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 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 Bid 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 specifications and understand them.

The submission of a Bid shall constitute an acknowledgment upon which GRTC may rely that the Bidder has thoroughly examined and is familiar with the solicitation and form agreement, including any work site identified in the IFB, 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 Bidder to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to its Bid or to any Contract awarded pursuant to this IFB. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this IFB, work sites, statutes, regulations, ordinances, or resolutions.

### **1-13 Cost of Bids**

GRTC is not liable for any costs incurred by Bidders in the preparation, presentation, testing, or negotiation of Bids 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 Bidder's name, manufacturer's brand name and number, Bid 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 Bid opening date. If instructions are not received within this time, the commodities shall be disposed of by GRTC.

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

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

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

GRTC will not be responsible for any errors in Bids. Bidders will only be allowed to alter Bids after the submittal deadline in response to requests for clarifications or Best and Final Offers by GRTC. GRTC reserves the right to request an extension of the Bid period from a Bidder or Bidders.

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 Bidder must be initialed by the person signing the Bid.

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

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

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

The Notice of Exception will be used as part of GRTC's review of the Bid, and, therefore, must be made known during the course of the bidding process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bidding process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a Bid will be interpreted by

GRTC as the Bidder's acceptance of the form agreement provided herein.

## **1-18 Bid Requirements**

Bids shall contain the following items and follow the exact sequence outlined below:

- A. Cover Letter, providing the following information:
  - 1. Identification of the Bidder(s), including name, address and telephone number of the appropriate contact person at each firm.
  - 2. 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 Bid.
- B. IFB Cover Page and Attachments A-R
- C. Notice of Exception (if applicable)
- D. Qualifications and Capabilities of the Firm(s)
  - 1. Provide a brief profile of the Bidder, including its principal line of business, year founded, form of organization, number and location of offices, number of employees, and a general description of the Bidder's financial condition, as well as the name, address, and telephone number of the Bidder's financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Bidder's ability to complete the project.
  - 2. Identify all qualifications and organizational capabilities that will establish the Bidder as a satisfactory provider of the required work by reason of its strength and stability.
  - 3. Identify subcontractors, if any, by company name, address, contact person, telephone number, and project function. Provide the same information for each subcontractor as requested above.
- E. Related Experiences and References
  - 1. This section of the Bid should establish the ability of the Bidder to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of recently completed work; record of satisfactory performance on similar projects; and supportive client references. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
  - 2. For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.
- F. Technical Data
  - 1. Where the technical specifications permit alternative means, methods, and/or materials to be employed, the Bid shall indicate the choice of the Bidder.
  - 2. To the extent that there are any disclaimers or caveats pertaining to the delivery of specified equipment as required by GRTC, they must be listed.

G. The Bidder's Disadvantaged Business Enterprise Program.

GRTC treats bidders/offerors' compliance with good faith effort requirements as a matter of responsiveness. This contract requires the bidders/offerors to submit the following information with their bids:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal (Attachment J);
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment (Attachment L);
6. Evidence that proposed DBE is certified through the Virginia Department of Transportation (Attachment M); and
7. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment K for requirements.

H. The Bidder's Small, Woman and Minority-Owned Business Enterprise Program.

GRTC treats bidders/offerors' compliance with good faith effort requirements as a matter of responsiveness. This contract requires the bidders/offerors to submit the following information with their bids:

1. The names and addresses of SWAM firms that will participate in the contract;
2. A description of the work that each SWAM will perform;
3. The dollar amount of the participation of each SWAM firm participating;
4. Written documentation of commitment to use a SWAM subcontractor whose participation it submits to meet a contract goal (Attachment J);
5. Written and signed confirmation from the SWAM that it is participating in the contract as provided in the prime Contractor's commitment (Attachment P);
6. Evidence that proposed SWAM is certified through the Virginia Department of Transportation (Attachment Q); and
7. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment O for requirements.

**1-19 Collusion**

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

If GRTC determines that collusion has occurred among bidders, none of the bids 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 bid 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 completion of this project, will be considered a portion of such specifications, although not directly specified.

Bids shall include all freight charges, FOB to the designated delivery points.

GRTC is exempt from payment of Federal, Excise and Transportation Tax, and the Virginia Sales, Excise and Use Tax. Bidders 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 Bid is opened.

## **1-21 Rejection of Bids**

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

## **1-22 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.

## **1-23 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 Bid opening must be submitted to GRTC's CEO no later than seven (7) calendar days prior to the specified Bid opening date.

Protests arising after the opening of Bids 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. The Bidder may file a protest with FTA provided that the Bid complies fully with the requirements of FTA Circular 4220.1F.

### **A. Protest Bond**

Any Bidder wishing to protest the awarding of a contract by GRTC to the apparent most responsive and responsible Bidder 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 bid before GRTC will consider the protest. This protest bond will serve as a guarantee by the Bidder of the validity and accuracy of the protest. Failure to provide this bond may result in GRTC denying the Bidder's protest. If the Protest Review Board denies the Bidder'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 the Legal Counsel for GRTC. 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.

**1-24 Bid Alternatives**

Bids shall address all requirements identified in this solicitation. In addition, GRTC may consider Bid alternatives submitted by Bidders that provide enhancements beyond the IFB requirements. Bid alternatives may be considered if deemed to be in GRTC's best interests. Bid alternatives must be clearly identified.

**1-25 Disadvantaged Business Enterprise (DBE) Participation**

GRTC has established a 2% DBE participation goal on this contract. For bidders to receive credit for the use of a DBE, the proposed DBE must be certified with the Department of Small Business and Supplier Diversity (SBSD) prior to the submission of the Bid. It is the policy of GRTC that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capability and qualifications.

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 prime contractors to use DBE financial institutions whenever possible.

49 CFR Part 26 requires GRTC to collect certain data about firms attempting to participate in VDOT contracts. This data must be provided on the enclosed Firm Data Sheet (Attachment J).

**A. Certification**

GRTC will use the Department of Small Business and Supplier Diversity (SBSD) as its DBE certification agent. SBSBD will use the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBE's in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. VDMBE will make its certification decisions based on the facts as a whole. DBE certification entitles contractors to participate in GRTC's DBE Program. However, this certification does not guarantee that the contractor will obtain work with GRTC.



B. Process

SBSD's certification application form and documentation requirements can be made available if requested. For information about the certification process or to apply for certification, firms should 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)

DBE certification guidelines and applications are also available online as PDF's at:

<http://www.sbsd.virginia.gov>

**1-26 Small, Woman-Owned, and Minority Business Enterprise (SWAM) Participation**

GRTC has established a 3% SWAM participation **goal on** this contract. For bidders to receive credit 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 bid. The SWAM participation is in addition to the Disadvantaged Business Enterprise (DBE) program and is not intended to be a replacement for compliance with the DBE participation as outlined in Subsection 1-25 of these project documents. GRTC is committed to the establishment, preservation, and strengthening of SWAMs.

It is the policy of GRTC that SWAMs, as defined by SBSBD, 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 bidders 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 bidder 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 SBSBD 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 bidder is certified as a SWAM and intends to meet the contract goal through its own participation, the prime bidder 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

SBSD is solely responsible for certification decisions. To be certified through the SWAM program, a firm must meet all certification eligibility standards as required by SBSBD. The

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 (SBSD) and be certified as an SBE, WBE, or MBE prior to submission of the bid. Contact SBSD 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 – BID EVALUATION & CONTRACT AWARD**

### **2-1 General**

Any contract resulting from this solicitation will be between GRTC and the Contractor responsible for providing the goods and/or performing the services described herein. GRTC is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services have not been written with this intent.

### **2-2 Eligibility for Award**

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

- A. Responsive Bids 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. Bids that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible Bidders 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 manufacturer or regular provider of the equipment or services being offered.
  - 7. Allow GRTC or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
  - 8. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **2-3 Evaluation of Bids**

GRTC shall employ the price-based selection process. Sealed bids will be evaluated by GRTC to determine which, if any, should be accepted in the best interest of GRTC.

### **2-4 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 Bid 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 Bid 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 bid price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single Bid will be treated as a negotiated procurement and GRTC reserves the right to negotiate with the single Bidder 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 Bid. Contract change orders or modifications will be subject to a cost analysis.

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

## **2-5 Contract Award**

Contract award, if any, will be made by GRTC to the lowest responsive and responsible Bidder whose bid meets the requirements of the IFB. GRTC shall have no obligations until a Contract is signed between the Bidder and GRTC. GRTC reserves the right to award one or more contracts as it determines to be in its best interest.

## **2-6 Execution of Contract and Notice to Proceed**

The Bidder 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 Bidder, a Notice to Proceed may be issued, if appropriate.

## **2-7 Public Disclosure of Bids**

GRTC is subject to the Virginia Freedom of Information Act. Therefore, the contents of this IFB and the Contractor's Bid submitted in response to this IFB shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all Bids 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 Bid, 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.

## **2-8 Conflicts of Interest and Non-Competitive Practices**

- A. Conflict of Interest – Contractor, by submitting a Bid 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 Bid to GRTC to perform or provide work, services, or materials, has thereby covenanted:
1. 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
  2. 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.

## SECTION 3 – STATEMENT OF WORK

### 3-1 Introduction

It is GRTC's intent to purchase or lease eight (8) copiers. Seven copiers will be located at GRTC's administrative building and maintenance facility with one copier located at RideFinders main office, 1013 E. Main Street, Richmond, VA 23219. GRTC's goal is to decrease cost and increase productivity by upgrading the current copiers to the newest generation copiers.

Current Ricoh Copiers –

Current Model	Department	Qty	Current Speed Output
Aficio MP 2852	Customer Service	1	28 ppm Black & White
Aficio MP C2551	Human Resources	1	25 ppm color/B&W
Aficio MP C2551	Maintenance	1	25 ppm color/B&W
Aficio MP C3502	Executive	1	35 ppm color/B&W
Aficio MP C3502	Marketing	1	35 ppm color/B&W
Aficio MP C4501	Finance	1	45 ppm color/B&W
Aficio MP C5502	Transportation	1	55 ppm color/B&W
Aficio MP C4501	RideFinders - off site	1	45 ppm color/B&W

### 3-2 Multifunction Copier Requirements

- Print, Copy, Scan and Fax.
- Color/B&W copiers with easy printing options for end-user.
- Touchscreen to multitask with single flick, pinch, or swipe.
- Automatic duplexing.
- Staple finisher (corner/double stapling), Cassette feeding unit, PCL printer kit, PS printer kit, Power filter.
- Scan to e-mail, folder and have USB capability.
- Maximum paper size should be 12" x 18".
- Scan speed should be up to 160ipm (duplex).
- Feeder capacity must be 100 sheets.
- Paper capacity must be 2,000 sheets.
- Printer resolution must be 1200 x 1200 dpi.
- Minimum of three (3) paper trays; excluding bypass paper feeder and high capacity.
- Energy saver and motion sensor capability:
  - Wake up from Sleep Mode when sensing approaching end-user from a distance.
  - Power down when copier is not in use.
- Document server: store files, share and grab information quickly.
- End-user authentication. Authentication must be compatible with GRTC Prox Card ID badges.

### 3-3 Print Management System Software Requirements

Print management system software to manage all multifunction copiers, network printers and local printers to reduce costs:

- One universal print driver for the entire fleet of copiers.
- Tracks usage by print, copy, scan and fax per end-user and department.
- Follow-Me printing:
  - Print from any copier.

- Authenticate and secure print release using end-user ID badge.
- End-user ability to print from any copier and mobile device.
- All print jobs must be double-side.
- Central management: Manage with full visibility of all copiers' activity from console.
- Standard and customized reports by end-user, department, copier/printer and cost savings that can be generated as needed or on a regular basis.
- Local/network printer management capability: GRTC has approximately forty (40) local printers.
  - Track all local/network printer usage.
  - Run reports for local/network printer.
  - Print rules settings.
- Card reader capability.
- Free mobile print app.

### **3-4 Purchase or Lease Requirements**

- All copiers must be certified as new, same manufacturer and equipped with the latest generation available.
- Purchase or lease agreement includes free delivery, installation and training.
- Contractor must supply surge protectors or power filters at no cost to GRTC.
- Contractor must offer operating manual for each copier and descriptive training guide for print management system software.
- If leased:
  - 60-month lease term at Fair Market Value.
  - GRTC has the ability to wipe clean data from hard drive at end of lease at no cost to GRTC.
  - At end of lease term, GRTC will have the ability to continue lease on a month-to-month basis as needed.
  - GRTC should not be charged a copier removal fee at the end of the lease term.

### **3-5 Preventive Maintenance Requirements**

- Monthly print copy allowance:
  - Black & White 45,000 per impression
  - Color 25,000 per impression
- Preventive Maintenance must include all supplies (waste bottles, drums, fuser, rollers and trays), parts, labor and toners. Toners and supplies must be shipped at no cost to GRTC.
- GRTC will not make allowances for any rate increases on supplies, toners, parts or labor costs.
- GRTC must not be charged for copy usage when Contractor performs preventive maintenance on any copier during service calls.

### **3-6 Terms**

- 60-month continuous term

### **3-7 Billing**

- Contractor will bill GRTC monthly for flat preventive maintenance and print management system software costs and bill GRTC quarterly for Black & White/Color impression usage overage costs, if applicable.
- Net thirty (30) day payment, late charge exemption and zero documentation fees.

## **SECTION 4 – TERMS AND CONDITIONS**

### **No Federal Government Obligations to Third Parties (GRTC Contractors)**

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.

### **False or Fraudulent Statements and Claims**

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records** – The following access to records requirements apply to this Contract:

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

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

**Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between 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.

### **Civil Rights Requirements**

1. **Nondiscrimination in Federal Transit Programs** – 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.

### **Termination and Cancellation**

1. **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 Supplier. The parties understand and agree that GRTC's ability to make payments under this Agreement is subject to and dependent upon financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond, Virginia. The parties further understand and agree that if any of these governmental entities withdraws, reduces, or limits expected or actual funding to any extent, GRTC may, upon written notice to Supplier, immediately terminate this Agreement in whole or in part.
2. **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. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Examples of such clauses include, but are not limited to, (1) Acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if such default arises out of causes beyond the control of the Contractor and subcontractor, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
3. **Effect of Termination or Cancellation** – When Supplier receives notice of termination or cancellation, it shall (a) discontinue its provision of Goods or Services in accordance with GRTC's instructions, (b) not place further orders or enter into further subcontracts relating to the terminated Goods or 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 GRTC's Contract Administrator or other expressly designated representative. Upon termination, Supplier shall be entitled to (a) the compensation payable hereunder (but not yet paid) for Services rendered and conforming Goods supplied through the effective date of termination and (b) the reasonable costs incurred by Supplier to terminate any executory subcontracts and to demobilize (the "Termination Payment"); provided, however, in no event shall the sum of any compensation previously paid and the Termination Payment exceed the compensation that would have otherwise been payable absent such a termination by GRTC. The Termination Payment shall not include any compensation for unabsorbed overhead or lost profits. Except for such Termination payment, GRTC's obligation to compensate Supplier for Goods or Services shall be deemed to have been discharged upon termination. After termination or cancellation, GRTC shall have no further liability other than to pay for Services performed and 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.

**Disadvantaged Business Enterprise (DBE) Participation** – 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%.

**Contract Assurance** – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of 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.

### **Prompt Payment**

1. Contractor is required to report its DBE participation obtained through race-neutral means throughout the period of performance.
2. 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.
3. 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.

**Energy Conservation** – Contractor agrees to comply with the 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.

### **Suspension and Debarment**

1. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
2. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
3. The certification in this clause is a material representation of fact relied upon by GRTC. If it is later determined that the 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. 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.

### **Pricing and Taxes**

1. The price(s) on the purchase order represents the full and complete compensation for the proper delivery of goods and/or performance of services, and include compensation for all services, labor, supervision, transportation, supplies, materials, tools, equipment, freight and other costs necessary to fully meet the requirements of GRTC, and for all taxes (except sales and use taxes, if any), fees, fringe benefits, insurance, profit and overhead in connection with Contractor's performance of the work. Quotes shall include all freight charges, FOB to the designated delivery points.
2. GRTC is exempt from payment of Federal, Excise and Transportation Tax, and Virginia Sales, Excise and Use Tax. Bidders 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 quote.

**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. 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.

### **Disputes, Breaches, Defaults, or Other Litigation**

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the project. Accordingly:

1. **Notification to FTA** – GRTC shall notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the project or the Federal Government's administration or enforcement of Federal laws or regulations. If GRTC seeks to name the Federal Government as a party to litigation for any reason, in any forum, GRTC shall inform FTA before doing so.
2. **Federal Interest in Recovery** – The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the project, of proceeds derived from any third party recovery, except that GRTC may return any liquidated damages recovered to its project account in lieu of returning the Federal share to the Government.
3. **Enforcement** – GRTC agrees to pursue all legal rights provided within any third party contract.
4. **FTA Concurrence** – FTA reserves the right to concur in any compromise or settlement of any claim involving the project and GRTC.
5. **Alternative Dispute Resolution** – FTA encourages GRTC to use alternative dispute resolution procedures, as may be appropriate.

### **Lobbying**

1. Contractor agrees that it will not use Federal assistance funds to support lobbying.
2. Contractor agrees to comply, and assure the compliance of subcontractors, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352.
3. Contractor agrees to comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.
4. No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any employee of any agency, member of congress, or an officer or employee of congress in connection with any of the following covered federal actions: the awarding of federal grants; the making of any federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
5. Contractor agrees that it has reviewed the above regulations and submitted with its Bid a certification of compliance with federal lobbying regulations. Pursuant to federal regulations, Contractor is required to have all subcontractors providing more than \$100,000 in services to also complete this certification.

### **Clean Air**

1. 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.* Contractor agrees to report each violation to GRTC and understands and agrees that GRTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. 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.

### **Clean Water**

1. 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. Subsection 1251 *et seq.* Contractor agrees to report each violation to GRTC and understands and agrees that GRTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. 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.

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

**Buy America**

1. The Contractor agrees to comply with 49 U.S.C. § 5323(j), with FTA regulations, "Buy America Requirements," 49 CFR Part 661, and with implementing guidance FTA may issue.
2. The equipment to be purchased for this Contract is subject to the Federal Transit Administration Buy America Requirements in 49 CFR 661. The Contractor agrees that it has completed the Buy-America Certification made part of the solicitation, and certifies that the products subject to this section used in connection with this Contract will comply with the requirements of Section 165 and the regulation as set forth. The Contractor understands that a false certification is a criminal act and in violation of 18 U.S.C. 1001. Willful refusal to comply with the certification by a Contractor may lead to initiation of debarment proceedings under 49 CFR Part 29.

**ADA Access** – Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) 42 USC § 11401 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 19 USC § 792, 49 USC § 5301(d); and the Federal Regulations including any amendments thereto: 49 CFR Part 27, 49 CFR Part 38; 28 CFR Part 35; 28 CFR Part 36; 41 CFR Subpart 101-19; 29 CFR Part 1630; 47 CFR Part 64, Subpart F; and 49 CFR Part 609.

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

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

	<u>Vendor Check-Off</u>	<u>GRTC Check-Off</u>
Cover Letter	_____	_____
IFB Cover Page	_____	_____
Attachment B Bid Affidavit	_____	_____
Attachment C Addendum Page	_____	_____
Attachment D Requests for Approved Equal	_____	_____
Attachment E Ineligible Bidders Certification (Prime)	_____	_____
Attachment F Ineligible Bidders Certification (Subs)	_____	_____
Attachment G Non-Collusion Affidavit	_____	_____
Attachment H Federal Lobbying Certification	_____	_____
Attachment I Buy America Certification	_____	_____
Attachment J Firm Data Sheet	_____	_____
Attachment L DBE Letter of Intent	_____	_____
Attachment M DBE Affidavit	_____	_____
Attachment N DBE Unavailable Certification	_____	_____
Attachment P SWAM Letter of Intent	_____	_____
Attachment Q SWAM Affidavit	_____	_____
Attachment R SWAM Unavailable Certification	_____	_____
Notice of Exception (if applicable)	_____	_____
Qualifications and Capabilities of the Firm	_____	_____
Related Experiences and References	_____	_____
Technical Data	_____	_____
Bidder's DBE/SWAM Program	_____	_____

**ATTACHMENT B: BID AFFIDAVIT FOR REPLACEMENT COPIERS**

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Scope and Terms, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of services specified at the prices stated in the Bid below.

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

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

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

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

My Commission Expires: \_\_\_\_\_

Bidders may use an alternative bid sheet but must include all of the following:

Current Model	Department	Qty	Current - Output	Brand/Model	Print Speed (PPM) BW/Color	Purchase Price	Lease Price
Aficio MP 2852	Customer Service	1	28 ppm B&W				
Aficio MP C2551	Human Resources	1	25 ppm color/B&W				
Aficio MP C2551	Maintenance	1	25 ppm color/B&W				
Aficio MP C3502	Executive	1	35 ppm color/B&W				
Aficio MP C3502	Marketing	1	35 ppm color/B&W				
Aficio MP C4501	Finance	1	45 ppm color/B&W				
Aficio MP C5502	Transportation	1	55 ppm color/B&W				
Aficio MP C4501	RideFinders - Off site	1	45 ppm color/B&W				
<b>Total Price:</b>							

Black & White Overage Cost:

Color Overage Cost:

Monthly Preventive Maintenance Cost:

Monthly Print Management System software Cost:

Total purchase price should include preventive maintenance and print management system software for 60-month term.

Total lease price should include preventive maintenance and print management system software for 60-month term.

Other associated costs for purchase or lease, as applicable.

**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 Bid to be considered non-responsive to this Invitation for Bids, which will require rejection of the Bid.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

BIDDER: \_\_\_\_\_

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

BIDDERS REQUEST:

GRTC RESPONSE:

APPROVED

DENIED

COMMENTS:

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



**ATTACHMENT E: INELIGIBLE BIDDERS CERTIFICATION  
(Prime Contractors)**

The Contractor \_\_\_\_\_ certifies, by submission of this Bid, 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 Bid.

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 BIDDERS 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 Bid, 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 Bid.

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 Bidder (if the Bidder is an individual), a partner in the Bid (if the Bidder is a partnership), or an officer or employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid(s) has been arrived at by the Bidder independently and have 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 Invitation for Bids, designed to limit independent bids or competition;
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids, and will not be communicated to any such person prior to the official opening of the Bid or Bids; 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

Notary Public

My Commission expires \_\_\_\_\_, 20

Bidder's E.I. Number \_\_\_\_\_(number used on Employer's Quarterly Federal Tax Return)

**ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION**

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

By: \_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Official's Title)

**ATTACHMENT I: BUY AMERICA CERTIFICATION**

This procurement is subject to the Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate, as shown below, must be completed and submitted with the bid. A bid, which does not include the certificate, shall be considered non-responsive.

**Certification of Compliance with Section 165(a)**

The Bidder hereby certifies that it shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.11.

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

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

**Certification of Non-Compliance with Section 165(a)**

The Bidder hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

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

COMPANY NAME: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE NAME: \_\_\_\_\_

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

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

**ATTACHMENT J: 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 subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Bid not being considered.

Firm's Name and Address	Firm's DBE Status*	Firm's Age	Firm's Annual Gross Receipts

\* Y = DBE Firm Certified by VDMBE  
 N = DBE Firm Not Certified by VDMBE

NA = Firm Not Claiming DBE Status  
 IP = Certification w/VDMBE In-Process

**ATTACHMENT K: DBE PROGRAM PARTICIPATION - GOOD FAITH EFFORT**  
**(For information only – not to be returned)**

1. GRTC has established a 2% DBE contract goal on this contract. Therefore a bidder must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. GRTC will use the good faith efforts mechanism as required by 49 CRF part 26. It is up to GRTC to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. GRTC will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, GRTC's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. GRTC will not require that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith effort showing. The rule specifically prohibits GRTC from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that GRTC will consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

**ATTACHMENT K: DBE PROGRAM PARTICIPATION - GOOD FAITH EFFORT  
(continued)**

- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.



**ATTACHMENT L: DBE LETTER OF INTENT**

To: \_\_\_\_\_  
(Name of Prime Bidder)

The undersigned intends to perform work in connection with the above project as a DBE (check one)

\_\_\_\_\_ individual \_\_\_\_\_ corporation  
\_\_\_\_\_ partnership \_\_\_\_\_ joint venture.

The Disadvantaged Business status of the undersigned is confirmed:  
(a) on the reference list of Disadvantaged Business Enterprises dated \_\_\_\_\_, or  
(b) on the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At the following price:

\_\_\_\_\_

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GRTC.

Date \_\_\_\_\_  
Name of Disadvantaged Business Enterprise

By \_\_\_\_\_

**ATTACHMENT M: DBE AFFIDAVIT**

STATE OF \_\_\_\_\_ (Date \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_

The undersigned being duly sworn, deposes and says that he/she is the

\_\_\_\_\_  
(sole owner, partner, president, treasurer or other duly authorized official of a corporation) of

\_\_\_\_\_  
(Name of DBE)

and certifies that since the date of its certification by VDOT (Virginia Department of Transportation), the certification has not been revoked nor has it expired nor has there been any change in the minority status of

\_\_\_\_\_  
(Name of DBE)

\_\_\_\_\_  
(Signature and Title of Person Making Affidavit)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**NOTE: The offeror must attach the DBE's most recent certification letter or document to this affidavit.**



**ATTACHMENT O: SWAM PROGRAM PARTICIPATION - GOOD FAITH EFFORT**  
**(For information only – not to be returned)**

1. GRTC has established a 3% contract goal on this contract. Therefore a bidder must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The bidder can meet this goal in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SWAM firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SWAM goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SWAM participation, even if they were not fully successful.
2. GRTC shall make a fair and reasonable judgment as to whether a bidder that did not meet the goal made good faith efforts. GRTC will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SWAM participation sufficient to meet the SWAM contract goal. Mere pro forma efforts are not good faith efforts to meet the SWAM contract requirements. GRTC's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. GRTC will not require that a bidder meet a contract goal (i.e., obtain a specified amount of SWAM participation) in order to be awarded a contract, but the bidder must demonstrate adequate good faith efforts to meet the contract goal. GRTC will not ignore bona fide good faith efforts.
4. The following is a list of types of actions that GRTC will consider as part of the bidder's good faith efforts to obtain SWAM participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SWAMs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the SWAMs to respond to the solicitation. The bidder must determine with certainty if the SWAMs are interested by taking appropriate steps to follow up initial solicitations.
  - b. Selecting portions of the work to be performed by SWAMs in order to increase the likelihood that the SWAM goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SWAM participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

**ATTACHMENT O: SWAM GOOD FAITH EFFORT**  
**(continued)**

- c. Providing interested SWAMs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested SWAMs. It is the bidder's responsibility to make a portion of the work available to SWAM subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SWAM subcontractors and suppliers, so as to facilitate SWAM participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SWAMs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SWAMs to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SWAM subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SWAMs is not in itself sufficient reason for a bidder's failure to meet the contract SWAM goal, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SWAMs if the price difference is excessive or unreasonable.

- e. Not rejecting SWAMs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- f. Making efforts to assist interested SWAMs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist interested SWAMs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SWAMs.

**ATTACHMENT P: SWAM LETTER OF INTENT**

\_\_\_\_\_  
(Name of Bidder)

is committed to using the SBE, WBE and/or MBE-certified businesses listed below in the performance of the contract resulting from this solicitation.

Instructions to Prime Bidder: List the names of the SWAM businesses your firm intends to use during the performance of this contract. State whether each business is a SBE, WBE or MBE. Briefly identify the role of each business in the performance of the contract, and the amount (i.e., dollar value) of the work to be performed by each business. Use additional pages if necessary.

<u>Name of Businesses:</u>	<u>SBE, WBE or MBE</u>	<u>Role in contract</u>	<u>Amount (\$)</u>
----------------------------	------------------------	-------------------------	--------------------

_____			
_____			
_____			
_____			
_____			
_____			
_____			
_____			

Total Commitment for Utilization of SWAM Businesses:

\$ \_\_\_\_\_, representing \_\_\_\_\_ % of the total bid price.

Offeror understands and acknowledges that the percentages stated above represent a commitment by the Offeror to utilize SWAM businesses.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/ Title (Print)

**ATTACHMENT Q: SWAM AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
\_\_\_\_\_ (sole owner, partner, president,  
treasurer or other duly authorized official of a corporation) of \_\_\_\_\_  
\_\_\_\_\_ (Name of SWAM firm)

which intends to perform the following work on this contract: \_\_\_\_\_  
\_\_\_\_\_  
(Brief description of role in contract / work to be performed)

at a cost of \$ \_\_\_\_\_ (Amount).

The undersigned certifies that:

\_\_\_\_\_ (Name of SWAM firm) is currently certified by the VDMBE as a SBE, WBE or MBE. The undersigned also certifies that since the date of its certification by VDMBE, the certification has not been revoked, nor has it expired, nor has there been any change in the status of the firm that would change the firm's certification.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name, Printed)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**NOTE: The Offeror must attach a copy of the SWAM's most recent certification letter or document to this affidavit.**

**ATTACHMENT R: SWAM UNAVAILABLE CERTIFICATION**

I, \_\_\_\_\_; \_\_\_\_\_  
(Name) (Title)

of \_\_\_\_\_ certify that on \_\_\_\_\_  
(Bidder) (Date)

I contacted the following SWAM to obtain a bid for the following work items.

\_\_\_\_\_ (Name of SWAM firm)

Work Items: \_\_\_\_\_

\_\_\_\_\_

To the best of my knowledge and belief, said SWAM firm was unavailable for work on this project, or unable to prepare a bid for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

(Signature of Bidder)

---

**Section Below Must Be Completed by SWAM firm listed above**

\_\_\_\_\_ was offered an opportunity to bid on  
(Name of SWAM)

the above identified work on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a bid on this project.

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

(Signature of SWAM)

\_\_\_\_\_ (Title)