

**PULSE AND FLEET BUS LOGO APPLICATION AND REPAIR SERVICES
REQUEST FOR QUOTES**

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 (including extended express routes) that provide transit service within the City of Richmond, Henrico County, and a small portion of Chesterfield County – a service area that accounts for nearly 9 million passenger rides yearly. In addition to traditional fixed-route service, GRTC provides ADA paratransit service, welfare-to-work transportation, and vanpool and carpool development services

GRTC is sponsoring the implementation of Bus Rapid Transit (BRT) along a 7.6 mile stretch of the Broad Street Corridor. The new system, named The Pulse, has a target service date of October 2017. The Pulse will improve reliability and transit times for transit riders, and support economic development throughout the Broad Street Corridor. The Pulse will offer transit service from Rockets Landing east of downtown Richmond to Willow Lawn in Henrico County.

PURPOSE

GRTC is seeking a qualified firm to provide logo graphics printing, application of logo graphics, repair and re-application of logo graphics as-needed for the Pulse and fleet buses.

SCOPE OF WORK

A. Work Hours

Work must be performed at GRTC Maintenance Facility between the hours of 2 am to 4 am and/or weekend hours of 1 am to 5 am due to the nature of the Pulse and fleet bus service.

B. Response Time

All approved application installs and repairs must be completed within five (5) working days of notification, if not sooner.

C. Workmanship Quality

Material for the wrap/logo must be 3M Controltac graphic film with comply V3 adhesive (1J180CV3).

D. Bus Dimension

Maximum bus dimension should be 40' x 102' for graphic placement. Graphic application will vary in size and placement on the bus. Graphic application will be applied to both sides of the bus.

LIQUIDATED DAMAGES

Any approved printing, application, repair and re-application of graphic not completed within five (5) working days of notification may incur liquidated damages of \$100 per day. The liquidated damages shall be applied, and deducted from, the most recent invoice decreasing invoice payment to Contractor.

Contractor acknowledges that GRTC's damages in the event approved work is not completed within five (5) working days are difficult to calculate precisely, and Contractor agrees that the liquidated damages is not a penalty but a reasonable estimate of GRTC's damages.

TERMS

GRTC reserves the right to award a one-year Agreement (Initial Term) to one or more qualified firm(s) as it determines to be in its best interest. At the end of the Initial Term, the Agreement shall expire unless GRTC in its sole discretion provides thirty (30) day written notice to Contractor of its intent to renew the Agreement for an additional two one-year periods. For avoidance of doubt, in no event shall the Term exceed three Agreement years.

REQUEST FOR QUOTE FORMAT

Provide **hourly rate pricing** for each of the following four tasks:

- a. Printing of Approved New Graphic
- b. Application of New Graphic to Bus (both sides)
- c. Reprinting Whole or Partial of existing Graphic
- d. Re-Application of Whole or Partial of existing Graphic

REQUEST FOR QUOTES SUBMISSION AND INQUIRIES

Request for Quotes for furnishing the work described herein will be received until close of business, September 29, 2017. One original bid and one copy must be submitted to GRTC. Request for Quotes submission must be mailed or hand delivered to Allan Cox at GRTC 301 E. Belt Blvd. Richmond, VA 23224. All inquiries contact Allan Cox, Purchasing Manager at 804.474.9371 or email acox@ridegrtc.com.

Contract award, if any, will be made by GRTC to the lowest responsive and responsible firm(s) whose request for quotes meets the requirements requested.

PURCHASE ORDERS AND INVOICES

Commitments pursuant to the Agreement shall be established only by issuance of approved purchase orders.

Contractor shall submit an invoice to GRTC, Accounts Payable, after each approved work has been performed. No advance payment or deposit shall be made or accepted for Goods/Services provided by Contractor pursuant to the Agreement. GRTC shall pay all properly documented invoices within thirty (30) days after receipt of Contractor's invoice.

If GRTC disputes any portion of an invoice, GRTC shall provide written notice to Contractor indicating the reason GRTC is withholding any amount, and GRTC shall pay the undisputed portion of the invoiced amount. Neither the payments made to Contractor, nor the method of such payments shall be deemed GRTC's acceptance of the Goods, nor shall they relieve Contractor of its obligations to perform the Services in strict compliance with the requirements herein.

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).

FIRM DATA FORM

Company's Full Legal Name																		
DBA NAME (IF APPLICABLE)																		
Firm's Address																		
City	State	Zip Code																
Telephone Number	Fax Number	E-mail Address																
Contact Name (First & Last)																		
Product/Service Category		Age of Firm																
<p>Firm's DBE* Status: DBE <input type="checkbox"/> Certification expiration date _____</p> <p style="margin-left: 150px;"> Gender: Male <input type="checkbox"/> Ethnicity : Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Female <input type="checkbox"/> Hispanic American <input type="checkbox"/> Non-minority women <input type="checkbox"/> Native American <input type="checkbox"/> Other <input type="checkbox"/> _____ Subcontinental Asian American <input type="checkbox"/> </p> <p style="margin-left: 150px;">Non-DBE <input type="checkbox"/></p> <p style="margin-left: 150px;">SWAM <input type="checkbox"/> SBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/></p> <p style="text-align: right; margin-right: 50px;">*Disadvantaged Business Enterprise (DBE) Certification by VDOT only</p>																		
<p>Annual Gross Receipts</p> <p style="text-align: center;">For the Firm's fiscal year ending _____ (Date)</p> <p style="text-align: center;">PLEASE CHECK THE APPROPRIATE BRACKET</p> <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Less than \$100,000</td> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 40%;">\$1 million to \$2 million</td> <td style="width: 5%; text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> \$100,000 to \$250,000</td> <td></td> <td>\$2 million to \$5 million</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> \$250,000 to \$500,000</td> <td></td> <td>\$5 million to \$10 million</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> \$500,000 to \$1 million</td> <td></td> <td>\$10 million or greater</td> <td style="text-align: right;"><input type="checkbox"/></td> </tr> </table>			<input type="checkbox"/> Less than \$100,000	<input checked="" type="checkbox"/>	\$1 million to \$2 million	<input type="checkbox"/>	<input type="checkbox"/> \$100,000 to \$250,000		\$2 million to \$5 million	<input type="checkbox"/>	<input type="checkbox"/> \$250,000 to \$500,000		\$5 million to \$10 million	<input type="checkbox"/>	<input type="checkbox"/> \$500,000 to \$1 million		\$10 million or greater	<input type="checkbox"/>
<input type="checkbox"/> Less than \$100,000	<input checked="" type="checkbox"/>	\$1 million to \$2 million	<input type="checkbox"/>															
<input type="checkbox"/> \$100,000 to \$250,000		\$2 million to \$5 million	<input type="checkbox"/>															
<input type="checkbox"/> \$250,000 to \$500,000		\$5 million to \$10 million	<input type="checkbox"/>															
<input type="checkbox"/> \$500,000 to \$1 million		\$10 million or greater	<input type="checkbox"/>															

GRTC STANDARD TERMS AND CONDITIONS

No Federal Government Obligations to Third Parties

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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 Contractor. 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 Contractor, 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 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 Contractor 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 Contractors 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, Contractor 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 Contractor 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 Contractor 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, and *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.

Preference for Recycled Products

To the extent applicable, the Contractor agrees to comply with U.S. Environmental Protection Agency (U.S. EPA) "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

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.

In Compliance With This Request for Quotes 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 Request for Quotes or As Mutually Agreed Upon By Subsequent Negotiation.

Date: _____

Firm Name: _____

DBA: _____

Address: _____

City: _____ State: _____

Telephone: _____ Fax Number: _____

E-Mail Address: _____

Authorized Signature: _____ Title: _____

Print Name: _____