



REQUEST FOR PROPOSALS
RFP# 169-18-05

Issue Date: August 16, 2018
Title: Executive Search Services
Issuing and Using Agency: GRTC Transit System
Attn: Tonya Thompson
Director of Procurement
301 E. Belt Boulevard
Richmond, Virginia 23224

Proposals for furnishing the services described herein will be received until: 10:00 a.m. local time on September 5, 2018.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 358-3871, extension #372.

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

In Compliance With This Request for Proposals 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 Proposal 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: _____

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

If YES, Certification Number: _____

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

If YES, Certification Number: _____

NO PRE-PROPOSAL CONFERENCE WILL BE HELD.

THIS SOLICITATION CONTAINS 22 PAGES

TABLE OF CONTENTS

SECTION 1— INSTRUCTIONS TO PROPOSERS3

1-1 Introduction3

1-2 Purpose.....3

1-3 Proposal Submission3

1-4 Postponement or Cancellation of Request for Proposals3

1-5 Proposal Signature3

1-6 Addenda.....3

1-7 Procurement Schedule3

1-8 Pre-Proposal Conference4

1-9 Inquiries4

1-10 Interpretation of RFP and Contract Documents4

1-11 Approved Equal4

1-12 Examination of RFP and Contract Documents4

1-13 Cost of Proposals.....5

1-14 Samples5

1-15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals.....5

1-16 Errors and Administrative Corrections5

1-17 Compliance with RFP Terms and Attachments5

1-18 Proposal Format and Content.....6

1-19 Collusion7

1-20 Pricing, Taxes and Effective Date7

1-21 Rejection of Proposals8

1-22 Exclusionary or Discriminatory Specifications.....8

1-23 Protest Procedures8

1-24 Proposal Alternatives9

1-25 Disadvantaged Business Enterprise (DBE) Participation.....9

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD.....10

2-1 General10

2-2 Eligibility for Award.....10

2-3 Evaluation of Proposals10

2-4 Scoring and Evaluation Criteria10

2-5 Competitive Range11

2-6 Negotiations11

2-7 Cost or Price Analysis.....11

2-8 Contract Award12

2-9 Execution of Contract and Notice to Proceed12

2-10 Public Disclosure of Proposals12

2-11 Conflicts of Interest and Non-Competitive Practices.....12

SECTION 3 – STATEMENT OF WORK.....13

3-1 General13

3-2 Contract Term13

3-3 Scope of Work13

ATTACHMENT A: VENDOR CHECKLIST.....14

ATTACHMENT B: AFFIDAVIT FOR PROPOSAL FOR: EXECUTIVE SEARCH SERVICES15

ATTACHMENT C: ADDENDUM PAGE16

ATTACHMENT D: REQUEST FOR CLARIFICATION or APPROVED EQUAL17

ATTACHMENT E: INELIGIBLE PROPOSERS CERTIFICATION18

ATTACHMENT F: INELIGIBLE PROPOSERS CERTIFICATION19

ATTACHMENT G: NON-COLLUSION AFFIDAVIT20

ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION21

ATTACHMENT I: FIRM DATA SHEET22

Exhibit A**Terms and Conditions**

SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

GRTC is the primary public transportation provider for the Richmond region. The company is a not-for-profit public service corporation jointly owned by the City of Richmond and Chesterfield County. Currently, GRTC operates 37 local routes and 10 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 8 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.

In June 2018 GRTC began operating Bus Rapid Transit (BRT) service named The Pulse along a 7.6 mile stretch of the Broad Street Corridor. The Pulse will improve reliability and transit times for transit riders and support economic development throughout the Broad Street Corridor. The Pulse offers transit service from Rockets Landing east of downtown Richmond to Willow Lawn in Henrico County.

1-2 Purpose

Greater Richmond Transit Co. (GRTC) is seeking proposals for the services of an Executive Search Firm to solicit responses from firms interested in providing services related to identifying potential candidates for the position of Chief Executive Officer (CEO) of Greater Richmond Transit Co.

1-3 Proposal Submission

The proposer will submit one (1) original proposal with the originals of all the required certifications and affidavits along with six (6) hard copies of the proposal, required certificates and affidavits. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. The package containing the proposal must be clearly marked with the words "Proposal for Executive Search" and the time and date proposals are due.

1-4 Postponement or Cancellation of Request for Proposals

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

1-5 Proposal Signature

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

1-6 Addenda

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

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	August 16, 2018
Deadline for requests for clarification, changes to the RFP and approved equals:	August 23, 2018
Deadline for addenda and responses to Proposers' requests:	August 27, 2018
Proposals due by 10:00 a.m.:	September 5, 2018

Evaluation of proposals by selection committee and possible interviews:
Contract negotiations:
Resolution to Award @ Board Meeting:
Contract signing/Notice to Proceed/ Notice of Award:
Commencement of Project:

September 5-11, 2018
September 12-13, 2018
September 18, 2018
September 21, 2018
September 24, 2018

1-8 Pre-Proposal Conference

No pre-proposal conference will be held for this contract.

1-9 Inquiries

The proposer is required to show on all correspondence with GRTC the following: "Proposal for Executive Search Services." Any communication with GRTC should be written and directed to: Tonya Thompson, Director of Procurement, GRTC Transit System, 301 East Belt Boulevard, Richmond, VA 23224. Written communication may also be forwarded via facsimile to (804) 622-8028 or email to tonya.thompson@ridegrtc.com. Correspondence will not be accepted by any other party.

1-10 Interpretation of RFP and Contract Documents

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

1-11 Approved Equal

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

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

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

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

1-12 Examination of RFP and Contract Documents

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

best practices known in the industry.

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

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

1-13 Cost of Proposals

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

1-14 Samples

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

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

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

1-16 Errors and Administrative Corrections

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

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

1-17 Compliance with RFP Terms and Attachments

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

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

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

1-18 Proposal Format and Content

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

A. Cover Letter, providing the following information:

1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each firm.
2. Proposed working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

B. RFP Cover Page and Attachments A-I

C. Notice of Exception (if applicable)

D. Technical Proposal (to include)

1. Understanding of the Project

Proposers must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Proposers must also identify any pertinent issues and potential problems related to the project.

2. Methodology Used for the Project

Proposers must provide comprehensive narrative statements that set out the methodology it intends to employ. Proposers must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work.

3. Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work. Proposers must provide a narrative or organizational chart that describes the organization of the project team. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, and indicate where the work will be performed.

E. Background, Qualifications and Capabilities of the Firm(s)

1. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization, number and location of offices, and number of employees. Describe your organization's philosophy and management. Provide a general description of the Proposer's financial condition, as well as the name, address, and telephone number of the Proposer's financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to complete the project.
2. Identify all qualifications, organizational capabilities, and services offered that will establish the proposer 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.

F. Personnel

1. Names, title, qualifications, and resumes of key personnel proposed for the duration of the contract. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.
2. Provide the same information requested above for personnel of each subcontractor.

G. Related Experience and References

1. This section of the Proposal should establish the ability of the Proposer 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. Provide a list of five current clients for whom you provide services related to the various lines of insurance identified in the Scope of Work, and the size of the contract including U.S. dollar value. 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. Identify any situation in which damages have or are being made against the Proposer, a contract has been canceled, or a claim has been made on a surety bond.
3. For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.

H. Billing Rates and Structure

Proposers are required to include the following information in their response:

Proposer shall provide a cost proposal for their Executive Search Services, including an estimated number of hours.

- As part of the cost proposal, please list each person that may perform services and their title, the proposed rate or blended hourly rate proposed, and the level of involvement anticipated for each component.

1-19 Collusion

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

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

1-20 Pricing, Taxes and Effective Date

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

Price proposals 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. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

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

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

1-21 Rejection of Proposals

GRTC reserves the right to reject any or all proposals 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 proposal opening must be submitted to GRTC's CEO no later than seven (7) calendar days prior to the specified proposal opening date.

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

A. Protest Bond

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

B. Review Process

Except as otherwise provided in this Contract, any Protest concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by a Protest Board comprised of GRTC's Chief Executive Officer, Chief Operating Officer, and the Legal Counsel for GRTC. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Consultant. 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 Consultant 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 Consultant 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 Proposal Alternatives

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

1-25 Disadvantaged Business Enterprise (DBE) Participation

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. Consultant 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 Consultant intends to subcontract a portion of the services on the project, Consultant 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 I).

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD

2-1 General

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

GRTC shall employ the competitive negotiation purchase method in making the award for this procurement. Technical information and price information will be evaluated concurrently.

Offerors will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. GRTC expects all offerors to fully cooperate with its evaluation process.

2-2 Eligibility for Award

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

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible proposers are those prospective Consultants who, at a minimum, must:
 - 1. Have adequate financial resources, as required during performance of the Contract.
 - 2. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - 3. Have a satisfactory record of past performance.
 - 4. Have necessary technical capability to perform.
 - 5. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - 6. Are qualified as a regular provider of the services being offered.
 - 7. Allow GRTC or designated third party to conduct a Pre-Award Audit (if applicable) 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 Proposals

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

2-4 Scoring and Evaluation Criteria

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

The award of this contract shall be made to the offeror whose proposal, in the opinion of GRTC, best meets the established criteria listed herein. Technical superiority, personnel assigned to the project, and project approach are part of the evaluation criteria, as well as previous experience, and are listed as follows:

- A. Technical Proposal (30%)
- B. Organizational Background, Qualifications and Capabilities (20%)
- C. Personnel (10%)
- D. Firm's Related Experience and References (15%)
- E. Price / Fees (25%)

2-5 Competitive Range

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

2-6 Negotiations

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

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

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

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

2-7 Cost or Price Analysis

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

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

2-8 Contract Award

Contract award, if any, will be made by GRTC to the responsible Proposer whose proposal meets the requirements of the RFP, and will be the most advantageous to GRTC with respect to operational plan, quality, and other factors as evaluated by GRTC. GRTC shall have no obligations until a Contract is signed between the Proposer and GRTC.

2-9 Execution of Contract and Notice to Proceed

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

2-10 Public Disclosure of Proposals

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

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

2-11 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest – Consultant, by submitting a proposal to GRTC to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Consultant 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 – Consultant, by submitting a proposal to GRTC to perform or provide work, services, or materials, has thereby covenanted:

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

No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Consultant 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 General

GRTC is requesting proposals for the provision of executive search services.

3-2 Contract Term

The term of any Contract resulting from this RFP shall be one 1 year, commencing on the date service is first rendered.

3-3 Scope of Work

The Executive Search Firm shall assist the GRTC Board of Directors in attracting, interviewing and hiring a CEO for GRTC. The CEO will oversee the many aspects of its management to ensure GRTC meets its mission of providing clean, safe, and reliable transportation and to improve mobility and access throughout Central Virginia. Specific duties include working with GRTC's Board to optimize achievement of the mission; engaging with the community and riders; managing the executive and administrative operating team; establishing and growing relationships with stakeholders including federal, state and local elected officials, industry associations and transit leaders across the United States.

The services that will be required shall include:

- Solicit input from the Board, or a sub-committee thereof, through meetings and/or interviews to understand the role, responsibilities, qualifications and appropriate experience needed for the position.
- Develop a recruitment strategy, process and timetable for completion of the work in consultation with the Board.
- Develop an accurate and enticing job description.
- Source job candidates through a number of different channels including advertising in nationally-recognized publications likely to attract qualified candidates, proactively reaching out to candidates in the marketplace that may not be actively seeking the position, accessing the firm's network of qualified C-level candidates and other best practice recruitment strategies utilized in the industry.
- Assess the qualifications of interested candidates against those required in the job description and recommend potential candidates for interview to the Board.
- Support the Board in engaging in a rigorous interview, reference-checking and hiring process to select the best candidate.

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

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

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

ATTACHMENT B: AFFIDAVIT FOR PROPOSAL FOR: EXECUTIVE SEARCH SERVICES

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 price stated below.

SIGNED : _____

TITLE: _____

FIRM NAME : _____

Subscribed and sworn to before me this __ day of _____, 20____
Notary Public

My Commission Expires: _____

ATTACHMENT C: ADDENDUM PAGE

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

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Signature

Title

ATTACHMENT D: REQUEST FOR CLARIFICATION or APPROVED EQUAL

DATE: _____

PROPOSER: _____

SECTION: _____ PAGE: _____

Proposer's REQUEST:

GRTC RESPONSE:

APPROVED

DENIED

COMMENTS:

SIGNATURE _____ DATE _____

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

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

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

Consultant (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:_____

DATE:_____

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

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

Where the Lower Tier Participant (Applicant for a third party subcontract) is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

The Lower Tier Participant (Applicant for a third party subcontract) 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: _____

DATE: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

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

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the proposer is a corporation);
2. That the attached proposal(s) has been arrived at by the proposer independently and 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 RFP, designed to limit independent proposals or competition;
3. That the contents of the proposal or proposals has not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; 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

Proposer'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: FIRM DATA SHEET

The prime consultant 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 Expression of Interest not being considered.

Firm's Name and Address	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