



REQUEST FOR QUALIFICATIONS
RFP# 152-16-10

Issue Date: October 31, 2016
Title: Third Party Transportation Voucher Pilot Program
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: 11:00 a.m. local time on November 30, 2016.

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

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 and Install 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:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Zip Code: _____ Name: _____
(Please Print)

Telephone: () _____ Title: _____

Fax Number: () _____ FEI/FIN Number: _____

E-Mail Address: _____

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

If YES, Certification Number: _____

THIS SOLICITATION CONTAINS 34 PAGES

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DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day: Calendar Day.

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

GRTC: Greater Richmond Transit Company.

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

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

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

Provide: Furnish without additional charge.

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

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

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

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

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

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

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

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

VDMBE: Virginia Department of Minority Business Enterprise

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

SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

GRTC is the primary public transportation provider for the Richmond region. The company is a not-for-profit public service corporation jointly owned by the City of Richmond and Chesterfield County. Currently, GRTC operates 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 more than 8 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. In the provision of these services, GRTC employs an active fleet of approximately 145 fixed-route transit vehicles and 80 specialized transportation vehicles. RideFinders, the rideshare component of the transit system, provides assistance to car pools and van pools.

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

1-2 Purpose

GRTC seeks qualified transportation companies to become contract trip providers for the GRTC third party transportation voucher program, known as CARE On-Demand.

1-3 Proposal Submission

In order to be considered for selection, Proposers must submit a complete sealed written response to this RFP. One original of each proposal and four copies, each of which are marked "Copy", must be submitted to GRTC in addition to one electronic version on a compact disc (CD) or USB flash drive. Oversize pages used for drawings or similar purposes are not prohibited. 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 Third Party Transportation Voucher Program" and the time and date proposals are due.

If no proposal is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the GRTC Director of Procurement advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to notify GRTC that future solicitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by this solicitation.

1-4 Postponement or Cancellation of Request for Proposals

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

1-5 Proposal Signature

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

1-6 Addenda

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

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available	October 31, 2016
Deadline for requests for clarification/changes to the RFP and requests for approved equals	November 14, 2016
Deadline for addenda and responses to approved equal requests	November 21, 2016
Proposals due by 11:00 a.m. local time	November 30, 2016
Evaluation of proposals by selection committee and possible interviews	December 1, 2016 to December 7, 2016
Resolution to Award @ Board Meeting	December 13, 2016
Contract signing/Notice to Proceed/Notice of Award	January 2, 2017
Commencement of Project	February 1, 2017

1-8 Pre-Proposal Conference

No pre-proposal meeting will be conducted for this procurement

1-9 Inquiries

The proposer is required to show on all correspondence with GRTC the following: "Proposal for Third Party Transportation Voucher Program". Any communication with GRTC should be written and directed to: Tonya Thompson, Director of Procurement, GRTC Transit System 301 E. Belt Boulevard, Richmond, VA 23224. Written communication may also be forwarded via facsimile to (804) 622-8028 or email to tthompson@ridegrtc.com. Correspondence will not be accepted by any other party. Contact with any other person may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP and Contract Documents

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

1-11 Approved Equal

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

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

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

the proposal opening to allow analysis of the request.

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

1-12 Examination of RFP and Contract Documents

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

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

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

1-13 Cost of Proposals

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

1-14 Samples

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

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

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

1-16 Errors and Administrative Corrections

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

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

1-17 Compliance with RFP Terms and Attachments

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

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

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

1-18 Proposal Requirements

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

C. Notice of Exception

1. Exceptions to, or variances from, any portion of the solicitation, including the Statement of Work, contract terms and conditions, etc., shall not be considered unless the Proposer specifically identifies them in this Section 1-18. Exceptions are, however, strongly discouraged and may not be accepted by GRTC.

D. Qualifications and Capabilities of the Firm(s)

1. Names, titles, and experience 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 a brief profile of the Proposer, including its principal line of business, year founded, form of organization, number and location of branch and home offices, location of office to service this account, number of employees, and 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 perform the work.

3. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required work by reason of its strength and stability.
4. Provide a work plan to illustrate the competence and ability to perform the services outlined in the Scope of Services (Section 3). The work plan should describe a schedule of actions the Proposer will take to prepare, perform and monitor the services in accordance with the requirements of the solicitation.
5. 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 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 other contracts; record of satisfactory performance on similar projects; and supportive customer references. Examples should include:
 - a. Direct experience in providing services described in the solicitation. Provide the business name, contact name and phone number at a minimum of three references.
 - b. Provide a sample daily dispatch log sheet that would contain the voucher information detailing each trip for monthly invoice submittal and a complaint log.
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 Proposal (to include)

1. Fleet – Provide a fleet inventory that will be made available to perform trips as described in Statement of work (Section 3). The fleet must meet or exceed the requirements for approved cab service for the City of Richmond and Henrico County, VA for age and mileage limits. This at a minimum will include:
 - a. Vehicle must not be more than 12 model years old or
 - b. That is more than eight model years old and has more than 300,000 miles at the time placed in service.
 - c. Vehicle must be a hard-top model with minimum of four doors and wheel size at least 14 inches.
2. Training – Provide documentation for how drivers are trained for the following:
 - a. Passenger sensitivity
 - b. Defensive Driving
 - c. Passenger assistance

1-19 Collusion

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

If GRTC determines that collusion has occurred among Proposers, none of the proposals from the

participants in such collusion shall be considered. GRTC's determination shall be final.

1-20 Pricing, Taxes and Effective Date

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

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 4220.1F.

A. Protest Bond

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

B. Review Process

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

Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.

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

1-24 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 Enterprises (DBE) & Small, Women, and Minority Businesses (SWAM)

It is the policy of GRTC that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of federally funded contracts. GRTC has a race-neutral DBE Program goal of 2.4%. Also GRTC encourages the utilization of Small, Women, and Minority (SWAM) Businesses to participate.

A list of certified DBE and SWAM firms are maintained on the Virginia Department of Small Business and Supplier Diversity's (SBSD) website at www.dmbv.virginia.gov under the DBE and SWAM Vendor Links.

Proposers are encouraged to take all necessary and reasonable steps to ensure that DBE firms have a maximum opportunity to compete for and perform services on the contract. If the proposer intends to subcontract a portion of the services on the project, the proposer is encouraged to seek out and consider DBE firms as potential subconsultants.

No DBE goal was established for this solicitation. Any DBE participation on the contract will be counted as race-neutral DBE participation.

SECTION 2 – PROPOSAL 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 Statement of Work have not been written with this intent.

- A. Multiple contract awards may be made.
- B. GRTC's Contracting Officer will appoint a Selection Committee to evaluate and score technical proposals. Technical proposals will be evaluated applying the evaluation factor(s) above.
- C. Proposals may be determined to be "Acceptable", "Potentially Acceptable" (that is, susceptible of being made "Acceptable"), or "Unacceptable". Proposals evaluated as technically "Unacceptable" shall be rejected, and will receive no further consideration for award.
- D. After completing the evaluation of the initial technical proposal, the Contracting Officer may:
 - 1. Reject proposals determined to be "Unacceptable" and seek clarifications from the remaining Proposer and/or request the remaining Proposers to make oral presentations concerning their technical proposals. If oral presentations are required, the Evaluation Committee will establish the specific criteria and parameters for oral presentations. Oral

presentations shall be used to clarify written proposals and shall not be evaluated. The Evaluation Committee may then proceed directly to award a contract; or

2. Reject proposals determined to be “Unacceptable,” determine which of the remaining offers are within the competitive range, and invite the Proposers in the competitive range to participate in discussions. The competitive range will consist of all proposals that have a reasonable chance of being selected for award.
3. GRTC reserves the right to investigate the qualifications of all Proposers under consideration; to confirm any part of the information furnished by a Proposer; and/or to require other evidence of managerial, financial, or technical capabilities that are considered necessary for the successful performance of work under a resulting contract.
4. Proposers are hereby reminded that GRTC reserves the right to award a contract following evaluation of initial proposals. Proposers should therefore ensure that they submit their best technical proposal in their initial proposal submissions.

E. The Evaluation Committee shall be the sole judge of proposers’ qualifications.

2-2 Eligibility for Award

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

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

2-3 Evaluation of Proposals

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

2-4 Scoring and Evaluation Criteria

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

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

- A. Organizational Background, Qualifications and Capabilities (25 total maximum points)
- B. Related Experience and References (25 total maximum points)
- C. Technical Proposal (50 total maximum points)

2-5 Cost or Price Analysis

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

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

2-8 Contract Award

Contract award, if any, will be made by GRTC to responsible Proposers whose proposal best 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 or Purchase Order may be issued, if appropriate.

2-10 Public Disclosure of Proposals

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

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

2-11 Conflicts of Interest and Non-Competitive Practices

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

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

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

SECTION 3 – SCOPE OF SERVICES

3-1 Background/Description

The GRTC CARE On-Demand voucher program is a Pilot Program for transportation service for the elderly and disabled. Persons are eligible for this service if they have physical, cognitive, emotional, and visual or other disabilities that prevent them from using GRTC fixed route bus system, either permanently or under certain conditions. The GRTC Voucher Program provides alternative transportation options to prequalified users of its GRTC service.

The services will consist of:

- Reservation booking for same day transportation service.
- Transportation for CARE customers within the Care service area map.
- Origin-to-destination service to include curb-to-curb and door-to-door.
- Completion of vouchers furnished by GRTC at the customer point of use for face value towards the total trip cost.
- Documentation of trip and fare information including customer name, trip origin, trip destination, date and time.
- Submission of vouchers and associated documentation to GRTC on a monthly basis for reimbursement.

GRTC shall reimburse the Contractor up to \$15.00 for one way trips taken by customers of its CARE On-Demand service who choose to utilize the provider. Vouchers shall be completed at the point of use by the preapproved transportation service.

Voucher Program provides numerous benefits to CARE On-Demand customers including:

- The ability to book a same day trip.
- The ability to travel anywhere within the GRTC service area.
- Maintain the ability to bring along one Personal Care Assistant (PCA) and guests (space permitting).
- Extended hours of service.
- Direct, non-stop service.

The program is intended to serve CARE riders of all types, including all ages and types of disabilities with a wide range of special needs. These disabilities include, but are not limited to visual impairment; wheelchair users (motorized and non-motorized); frail, slow moving elderly; and persons with cognitive and developmental disabilities. Varying needs may include, but are not limited to, door to door assistance, waiting for slow moving passengers, pushing wheelchairs, folding wheelchairs and placing them in the vehicle, and driving slowly and cautiously.

Eligible riders also include personal care attendants, guests and service animals as authorized in the GRTC CARE Ride Guide. Voucher Program services are to be provided to all addresses within GRTC's Care service area. A map of the Care service area is provided and a more detailed address based tool can be developed with the Contractor.

The customer will book their trip directly with the Contractor. At the time of trip booking, the Contractor must identify if a passenger will require a specialized vehicle or assistance. The contractor must transport non-ambulatory clients in an appropriate wheelchair accessible vehicle.

GRTC clients will be furnished a preapproved provider list in order to select a provider and book directly with them.

The customer shall contact the Contractor directly, identify their pick-up and drop-off locations, and receive an estimate for the total cost of their trip and any customer portion of that to be paid. It is anticipated customers will most frequently use the provider with the best quality; most responsive service which best meets the customer's need.

This is a pilot program. The services provided within the Voucher Program will be operational for 12 months, with an option for GRTC to renew an additional 12 months. The program will be evaluated for quality, the ability to meet the needs of GRTC and the customer, and the ability to be sustainable in the future. GRTC looks forward to feedback from both CARE customers and service providers to better shape the program going forward.

3.2 Care Service Area

Voucher Program services are to be provided to all addresses within GRTC's Care service area. Modifications to the fixed route network will be communicated to the Contractor up to 30 days in advance. No trips are authorized outside of the Care service area. During the duration of this Agreement should other current excluded areas become eligible for GRTC CARE On-Demand service, these areas shall be covered under the same terms and conditions.

3.3 Provider Fleet

The Contractor shall submit a fleet inventory that will be made available to perform trips as described in this Scope of Services. All vehicles used in the voucher program must be in compliance with applicable Federal Motor Vehicle Safety Standards (FMVSS). Contractor is responsible for vehicle inspections, licensing and registration requirement in accordance with applicable federal, state, and local laws.

Fleet Inventory must include:

- Vehicle make, model and year
- Number of wheelchair accessible positions in each vehicle
- Total number of accessible vans available

Over the course of this agreement, GRTC has the right to require the contractor bring any vehicles used in this service to the GRTC maintenance facility for inspection up to two times in a twelve (12) month period.

3.4 Training

The Contractor shall provide documentation for how drivers are trained for the following:

- Passenger Sensitivity
- Defensive Driving
- Passenger Assistance

3.5 Reservations

The Contractor shall receive contact directly from the customer to schedule a trip. Both the total trip cost and cost to be paid by the customer will be communicated to the customer at the time of trip booking. Vouchers may not be used in combination to cover trip cost. For the purposes of this program, one voucher is equal to \$15 of value towards a one way trip.

The customer shall be responsible for the first \$6.00 of the trip cost, payable either as cash or another acceptable form of payment designated by the Contractor, the voucher will cover no more than the next \$15.00 of trip cost. Costs for a one-way trip in excess of \$21.00 must be paid by the customer.

The trip booking agent shall educate the customer of trip booking procedures at time of reservation. GRTC will furnish the contractor a Care service area map in which trips may be performed as well as a customer list of those eligible to receive trips from this service.

An active client list shall be provided to the Contractor as service launches and updates to that list will be provided throughout the duration of the contract.

3.6 Personal Care Attendants (PCA) and Guests

The Contractor will allow a PCA and guests to ride free of charge per CARE On-Demand customer. If it is determined that a PCA is necessary for an individual to travel within the system, GRTC will note this on the individual's permanent record. There is no charge for a PCA or guests as this is not a batched service, but the PCA or guests must have the same pick-up and drop-off location as the CARE On-Demand passenger for each trip

3.7 Handling of Voucher Instrument

Vouchers will be provided to the Contractor after award and shall be distributed amongst the Contractor's vehicles that will provide Voucher trips. The Voucher will have a face value of \$15.00 to be used as payment at point of use for GRTC Voucher trips. Vouchers will be serialized with corresponding entries made into GRTC records. There will be space on the voucher for information to be written. The customer must present their GRTC ID card at the time of voucher redemption. Drivers that participate in the program must be willing to complete the voucher information. All of the information must be completed in order to receive reimbursement for the value of the voucher:

- Date of passenger trip
- Name of passenger with signature
- GRTC Client ID number (to be provided by the customer)
- Number of companions
- Full pickup address with phone number
- Starting mileage
- Destination address
- Ending mileage
- Total money collected from passenger
- Total cost of trip

Each voucher will require a signature from the customer unless the customer is incapable of signing the voucher, in which case the driver shall sign for them. The driver must then note the disability as the documentation for the lack of customer signature.

The Contractor may propose additional trip verification methods including but not limited to electronic signature, which may either supplement or replace methods described in this solicitation.

All vouchers submitted for reimbursement by the contractor shall be paid at the \$15.00 face value of the voucher, regardless of actual trip costs incurred.

3.8 Origin to Destination Service

Contractor shall always provide origin-to-destination service. GRTC establishes curb-to-curb service as the basic paratransit service mode. However, provision should still be made to ensure that the service available to each passenger actually gets the passenger from his or her point of origin to his or her destination point. To meet this origin-to-destination requirement, service may need to be provided to some individuals, or at some locations, in a way that goes beyond curb-to-curb service. In those instances when reasonable assistance is required, door-to-door service must be performed. The contractor shall under no circumstances enter into any residence, building or facility as part of the passenger trip.

3.9 Pick-Up Window

The pick-up window is the timeframe when a vehicle may arrive and be considered on-time for a trip. The pick-up window shall be no earlier than 1 minute before or 30 minutes after the scheduled pick-up time.

3.10 No Shows

No shows occur when a customer is not present or unwilling/unable to ride when the vehicle arrives within the pick-up window. GRTC reserves the right to disallow the voucher program for customers who abuse the service with excessive no-shows.

With any no-show, dispatch shall attempt to contact the customer prior to abandoning the trip. No-shows shall be tracked by contractor and reported to GRTC.

3.11 Late Trips

After a reservation for a trip is accepted, all efforts must be made to provide the trip within the pick-up window. A late trip is defined as a trip taken outside the pick-up window. If a trip is going to be or in fact becomes late, the dispatcher must notify the customer of the delay. Should the Contractor arrive outside of the Pick-Up Window, the customer is under no obligation to utilize the Contractor's service and there will be no payment due unless the customer agrees to accept the late trip. These events must be documented by the contractor and included in the monthly data reports that accompany the invoice.

3.12 Missed Trips

Missed trips are those mutually agreed upon, reserved but not provided. Should a trip be missed, a backup vehicle must be provided to perform the trip. Missed trips without documentation of efforts to contact the customer and no documentation of other circumstance beyond control of the driver are not eligible to be reimbursed. Three (3) verified missed trips over a rolling 30-day period may result in termination of the contract.

3.13 Required Documentation

- a. Daily Dispatch Log - The Contractor shall maintain a daily dispatch log of all program reservations taken, cancelled, dispatched and no-shows. This daily dispatch log shall be submitted with completed vouchers on a monthly basis. The dispatch log file shall also be updated with the information from each trip as collected on the vouchers, before they are submitted for reimbursement. Redeemed vouchers shall be returned with the dispatch log for verification of trip taken and reimbursement. Vouchers shall be returned to GRTC, ordered by their serial numbers.
- b. Complaint Log - The Contractor shall maintain a customer complaint log which will identify complaints received regarding their service both directly from the customer and through GRTC customer service. Included within the log shall be a record of investigation of the complaint as well as the resolution. This log shall be submitted monthly with the Daily Dispatch Log. Both logs may reside in a single workbook as separate worksheet tabs.

3.14 Contract Violations and Penalties

Due to the nature of the service, timeliness and quality of service is important. A pattern of complaints received by GRTC regarding timeliness or quality of service may result in termination of the Contract and/or procurement of service from another vendor.

Complaints received by GRTC or the Contractor shall be researched and resolved by Contractor within three (3) business days of receipt. Failure to adequately resolve valid customer complaints by the Contractor may lead to termination of the Contract.

Contractor must have resources (driver and vehicle) to respond to an On-Demand service request within 30-minutes from the time the trip request is received. A pattern of late pickups may result in termination of the Contract.

Falsely reporting a trip as completed which was not actually performed to completion is a direct violation of the contract agreement between GRTC and the provider, and as such is grounds for termination of the contract.

GRTC reserves the right to utilize a mystery shopper as a method to ensure compliance with the rules set forth in the contract.

In the event of quality of service problems with any driver of the Contractor, GRTC reserves the right to prohibit specific drivers from transporting GRTC clients for services covered by this Contract.

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 Addendum Page	_____	_____
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	_____	_____
Attachment J DBE Letter of Intent	_____	_____
Attachment K DBE Affidavit	_____	_____
Attachment L SWAM Letter of Intent	_____	_____
Attachment M SWAM Affidavit	_____	_____
Notice of Exception	_____	_____
Qualifications and Capabilities of the Firm(s)	_____	_____
Related Experience and References	_____	_____
Technical Proposal	_____	_____

**ATTACHMENT B: PROPOSAL AFFIDAVIT FOR:
CARE ON-DEMAND PROGRAM**

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

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 / APPROVED EQUAL

DATE: _____

PROPOSER: _____

SECTION: _____ PAGE: _____

PROPOSERS REQUEST:

GRTC RESPONSE:

APPROVED

DENIED

COMMENTS:

GRTC SIGNATURE _____ DATE _____

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

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

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

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

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

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

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

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

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

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

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

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

Signed

Firm Name

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

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

ATTACHMENT J: DBE LETTER OF INTENT

To: _____
(Name of Prime Contractor)

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 K: 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 VDMBE (Virginia Department of Minority Business Enterprise), 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 L: SWAM LETTER OF INTENT

(Name of Proposer)

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 Proposer: 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>
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Total Commitment for Utilization of SWAM Businesses:

\$ _____, representing _____ % of the total proposal 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 M: 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.

