



REQUEST FOR PROPOSALS  
RFP# 160-17-06

Issue Date: May 15, 2017  
Title: Specialized Transportation 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: 11:00 a.m. local time on July 11, 2017.

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: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature in Ink)*  
Name: \_\_\_\_\_  
*(Please Print)*

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

Title: \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_

FEI/FIN Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

**PRE-PROPOSAL CONFERENCE: A Mandatory Pre-Proposal Conference will be held on Thursday, June 1, 2017. Reference Section 1-8, Page 7 herein.**

THIS SOLICITATION CONTAINS 36 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 35 local routes and 9 express routes (including extended express routes) that provide transit service within the City of Richmond, Henrico County, and a small portion of Chesterfield County – a service area that accounts for nearly 9 million passenger rides yearly. In addition to traditional fixed-route service, GRTC provides ADA paratransit service, welfare-to-work transportation, and vanpool and carpool development services. GRTC will also operate a Bus Rapid Transit system, named “Pulse”, in late 2017.

### 1-2 Purpose

GRTC is seeking proposals from firms qualified to provide and manage Specialized Transportation services, which involve curb-to-curb paratransit service for physically and mentally disabled persons who are unable to use GRTC’s fixed-route service. Specialized Transportation also provides welfare-to-work service for eligible participants. The division provides approximately 27,935 trips per month in the city of Richmond, Henrico County and portions of Chesterfield County with a fleet of 80 vehicles.

### 1-3 Proposal Submission

The proposer will submit one (1) original proposal with the originals of all the required certifications and affidavits along with five (5) hard copies of the proposal, required certificates and affidavits. 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 Specialized Transportation Services” 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:	May 15, 2017
Pre-Proposal Conference:	June 1, 2017
Deadline for requests for clarification/changes to the RFP and requests for approved equals:	June 16, 2017
Deadline for addenda and responses to requests:	June 23, 2017

Proposals due by 11:00 a.m. local time:	July 11, 2017
Evaluation of proposals by selection committee and possible interviews:	July 12 – July 21, 2017
Contract negotiations:	July 24 – August 4, 2017
Resolution to Award @ Board Meeting:	August 15, 2017
Contract signing/Notice to Proceed/Notice of Award:	August 18, 2017
Commencement of Project:	December 1, 2017

**1-8 Pre-Proposal Conference**

There will be a **mandatory** pre-proposal conference on June 1, 2017 at 10:00am at GRTC’s Corporate Office located at 301 E. Belt Boulevard, Richmond, VA 23224. Offerors are required to attend.

**1-9 Inquiries**

The proposer is required to show on all correspondence with GRTC the following: "Proposal for Specialized Transportation Services." 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 [tothompson@ridegrtc.com](mailto:tothompson@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

Price Proposal (Attachment B) – Proposers must clearly state their price proposal for the required services.

C. Notice of Exception (if applicable)

D. Qualifications and Capabilities of the Firm(s)

1. Names, titles, and resumes of key personnel proposed for the duration of the contract, the individual's years of experience in paratransit transportation management and area of expertise that would benefit GRTC on this project. Provide an organization chart and indicate who would be responsible for the day to day administration of the contract. Include your designation of a primary contact person. 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. Provide a brief history of your firm's experience in providing paratransit transportation services or similar types of services. 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. Proposers must provide a statement of why they are most qualified to handle GRTC's contract.
4. 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 in similar projects; and supportive customer references. Provide examples of similar contracts that Proposer has been awarded (indicating current status of each) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
2. For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.

F. Technical Proposal (to include)

1. Proposers must demonstrate their understanding of the project, describe their project approach, and explain how they will meet GRTC's needs. The merit of the proposed goods and services will be judged largely on the basis of your narrative description of your work plan. It is important that the proposal contain all information required for an effective review process. The proposal must include detailed information on how the contractor proposes to staff this project. This includes an outline of specific staff responsibilities under this contract.
2. A response to each line item in the Statement of Work (Sections 3-2 to 3-19). Proposers will identify the response to each line item in the order the line item appears in the solicitation. The proposer will identify how the line item requirements will be met. This response will incorporate all approved equals and addenda to the RFP. Each response should be clearly defined and will include, but not be limited to, a detailed statement of how the Proposer intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
3. To the extent that there are any disclaimers or caveats pertaining to the provision of services as described in GRTC's statement of work, they must be listed. Except as clearly stated in this section, it shall be assumed that GRTC's requirements shall supersede any and all such suggestions that may be described and/or included in the proposal.
4. Describe the major steps in the contract implementation plan.
5. Proposed project start-up schedule in weeks, phases, and/or steps. Identify the total length of time required to begin the contract.
6. Highlight any tasks that require GRTC's involvement and explain to what degree GRTC must be involved.

**1-19 Collusion**

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

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

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

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

Price proposals shall include all applicable freight charges, FOB to the designated delivery points.

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

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

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

#### **1-21 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. 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.sbsd.virginia.gov](http://www.sbsd.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.

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 Contractors who, at a minimum, must:
1. have adequate financial resources, as required during performance of the Contract.
  2. are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
  3. have a satisfactory record of past performance.
  4. have necessary technical capability to perform.
  5. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
  6. are qualified as a regular provider of the services being offered.
  7. allow GRTC or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
  8. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

### **2-3 Evaluation of 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 contract, including all parts, 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. Price (35%)
- B. Organizational Background, Qualifications and Capabilities (15%)
- C. Related Experience and References (20%)
- D. Technical Proposal (30%)

### **2-5 Competitive Range**

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

### **2-6 Negotiations**

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

acceptable proposal has been received.

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

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

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

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

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

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

## **2-8 Contract Award**

Contract award, if any, will be made by GRTC to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to GRTC 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.

## 2-12 Bonding Requirements

- A. Proposal Bond – As security for the acceptance of the Contract, each proposal will be accompanied by a proposal bond or cashier's check. The amount of the bond or cashier's check shall equal five percent (5%) of the estimated annual contract amount and be payable to GRTC. Proposal guarantees from all proposers will be held by GRTC until all proposals submitted have been reviewed, and the proposals have either been rejected in whole or in part, or the award of the Contract has been made. Proposal deposits will be returned to unsuccessful proposers upon the award of the Contract. If the successful proposer to whom the Contract will have been awarded refuses to execute the Contract within ten (10) days after receipt of the Contract, the amount of the proposal deposit will be forfeited to and retained by GRTC as liquidated damages for such neglect or refusal, and GRTC may proceed to place the order with another company.
- B. Performance Bond – Within seven (7) calendar days of contract award, Contractor will furnish, at its own expense, a performance bond in an amount equal to fifty percent (50%) of the Contract value. This bond will act as a guarantee of good faith on behalf of Contractor that the terms of the Contract will be complied with in every particular. The performance bond shall remain in effect until the contract expires.

The performance bond will be in the form of a cashier's check or a surety licensed to do business in Virginia, and have a rating in the current issue of Best's Key Rating Guide, Property-Casualty of A-VII or better. Failure of Contractor to furnish the required performance bond in the proper form and amount may result in Contract termination.

In lieu of a performance bond, GRTC, at its sole option, may accept as an alternative a cash deposit, certified check, or Irrevocable Letter of Credit payable to GRTC for an amount equal to one hundred percent (100%) of the Contract value.

The security instrument accepted by GRTC shall remain valid throughout the project and until project completion.

## SECTION 3 – STATEMENT OF WORK

### 3-1 Project Overview

GRTC intends to select a Contractor to provide transportation services in its Specialized Transportation Division. Specialized Transportation provides curb-to-curb paratransit service for physically and mentally disabled persons who are unable to use GRTC’s regular fixed-route transit services. Specialized Transportation also provides welfare-to-work service for eligible participants.

Following is actual ridership (one-way trips) and operating data from April 2016 to March 2017:

<b>Month</b>	<b>Ridership</b>	<b>Revenue Hours</b>	<b>Service Hours</b>	<b>Revenue Miles</b>	<b>Total Miles</b>	<b>Completed Trips</b>
Apr-16	32,357	13,287.05	15,454.98	227,899	266,868	26,929
May-16	31,635	13,230.45	15,230.83	224,500	262,333	21,973
Jun-16	32,051	13,451.43	15,721.00	224,082	264,210	27,607
Jul-16	31,439	12,931.40	15,375.07	218,852	261,235	26,282
Aug-16	34,659	13,784.45	16,388.48	232,947	279,629	26,461
Sep-17	33,012	12,840.72	14,953.27	218,070	254,877	25,009
Oct-16	32,769	13,181.00	15,594.65	226,896	265,741	23,317
Nov-16	29,908	12,927.47	15,208.00	220,736	259,881	22,079
Dec-16	28,995	12,850.88	15,170.43	217,927	258,133	19,990
Jan-17	28,358	11,999.83	13,959.67	209,021	242,892	23,971
Feb-17	28,462	11,492.62	13,375.05	204,463	236,789	19,544
Mar-17	31,152	13,316.52	15,733.72	237,301	277,402	21,830

Proposers are cautioned that ridership is subject to change.

Specialized Transportation’s hours of operation and service areas are, and will remain, based on those of GRTC. SpecTran trips are currently provided between 6:00 a.m. and 11:00 p.m., 7 days per week, in Henrico County. In the City of Richmond and in select areas of Chesterfield County where fixed route service is provided, SpecTran trips are provided everyday between 5:00 a.m. and 1:00 a.m. The fare for SpecTran service is \$3.00 per one-way trip. SpecTran Plus service, which carries passengers outside of the mandated ADA territory, is \$6.00 for Richmond residents and remains \$3.00 for Henrico residents.

Per FTA regulations, when capacity is unavailable, no more than fifty percent (50%) of the trips may be subscription. In order to be a subscription SpecTran customer, the customer must ride at least three days per week, two times per day, traveling to the same destination from the same origin at the same time.

GRTC will provide a fleet of wheelchair-equipped vehicles with seating capacities of at least 8 to 11 persons. There are currently 80 vehicles in the fleet.

GRTC anticipates ten (10) new replacement vehicles along with sedans to be delivered by Fall 2017; however, GRTC will not assume any costs associated with the late delivery of vehicles.

The Contractor selected to provide this service must be able to demonstrate its ability to provide high performance of all tasks related to the operation of these services. The Contractor must ensure that safe, reliable, and courteous service is provided. Proposers must demonstrate that they can meet the qualitative and quantitative service standards throughout the term of the contract. Proposers must also demonstrate their ability to comply with the documentation and reporting requirements listed herein.



### 3-2 Role of GRTC

GRTC will establish policies and procedures for the provision of this service. GRTC will have management oversight of this contract and provide a fleet of vehicles and other items to meet the needs of the program.

During the term of the agreement, GRTC will provide the following:

- Paratransit vehicles and vehicle logos
- Paratransit vehicle maintenance, parts and tires
- Fuel, oil, and lubricants for paratransit vehicles with fueling services
- Furnished office space, office equipment, office supplies and use of its operations facility
- Computers and IT equipment
- Paratransit vehicle cleaning
- Radio system
- Scheduling software
- Street supervision
- Customer eligibility
- ID badges

All equipment and supplies furnished by GRTC to Contractor are to be used solely for GRTC's specialized transportation program.

Vehicle markings are determined by GRTC. Each vehicle must be clearly marked "CARE" and be used solely for providing CARE service. Such markings will be paid for and coordinated by GRTC. Applicable state and federal regulations regarding other vehicle markings must be met by the Contractor.

GRTC will be responsible for screening potential clients in accordance with FTA guidelines.

### 3-3 Role of Contractor

Safety, customer service, and on-time performance are critical to the successful operations of this program. The Contractor must provide staff with the necessary qualifications to manage and train employees, administer policies and procedures, and be responsive to the unexpected situations that can arise.

With the exception of those items identified in Section 3.2 above, all other aspects of the operation of this service are the responsibility of the Contractor. Such responsibilities include, but are not limited to, hiring and management of all drivers and support staff. GRTC reserves the right to demand removal from the project, for reasonable cause, any personnel furnished by the Contractor. Additionally, the Contractor must have GRTC's written approval prior to entering any subcontract affecting the service.

The Contractor will designate a General Manager (GM) who will be responsible for all aspects of the operation. This person must not hold any other position in the operation and must be free to assume whatever duties are required. The GM must have full authority to independently make decisions required for safe and efficient operations. The GM must be based at GRTC's facility. Due to the critical role of the GM, a detailed resume of this person must be included in response to this RFP. GRTC will interview this person *for the purpose of ensuring that an experienced transportation professional is provided*. The Contractor will not, without prior written notice to and consent by GRTC, remove or reassign the General Manager at any time prior to or after execution of the contract.

The Contractor must have adequate clerical and support staff to provide full administrative support, as required by this contract. All office staff, Scheduler(s) and Dispatcher(s) will be required to attend sensitivity and customer service training annually.

The operation must have training expertise on staff to provide applicable training and quality monitoring. This individual must be capable of training employees in all applicable subject areas and must be licensed and hold all certificates necessary for their duties.

The Contractor will provide a sufficient number of properly qualified drivers to operate the equipment and to provide the services required. Operators will be required to attend sensitivity and customer service training annually. Prior to hiring or utilizing any driver for SpecTran service, the Contractor shall ensure that the driver has met the minimum requirements listed below:

- a. Possession of a current Virginia Driver's License.
- b. No driving-related suspensions or revocations within the last 3 years. Administrative suspensions must be resolved within 10 days of notification.
- c. No convictions of driving while intoxicated with, or under the influence of, alcohol or drugs within the past 11 years.
- d. No hit and run, leaving the scene of an accident, vehicle assault or homicide.
- e. No convictions of reckless driving within the past 5 years.
- f. No more than 2 at fault accidents within the past 5 years.
- g. No declaration, determination or adjudication as Habitual Offender.
- h. No more than 3 convictions involving any moving violation within the last 5 years.
- i. +5 point balance on driving record.
- j. Patterns of moving violations, accidents and/or other infractions may also disqualify an applicant.
- k. No felony convictions. (Exceptions to this requirement must be approved by GRTC's Human Resources Department.)
- l. Must be at least twenty-one (21) years of age.
- m. Must meet U.S. Department of Transportation requirements for drug and/or alcohol offenses.
- n. Be tested for Drugs and Alcohol per U.S. Department of Transportation regulations.

At a minimum, operator training will include agency policies and procedures; fare structure and ticket collection; map reading; passenger assistance techniques; defensive driving; sensitivity and customer service training; and wheelchair lift training.

The Contractor must establish and follow a pre-trip/post-trip inspection program. This program must involve a "walk-around" inspection of the vehicle before it is put into use and after it returns.

The Contractor will lease vehicles from GRTC for \$1.00 per vehicle per year.

### **3-4 System Operation**

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. The Contractor is responsible for grouping trips efficiently. Passengers will be required to pay for trips with CARE tickets only. Currently one ticket costs \$3.00 and is good for a one-way trip. Customers residing in the City of Richmond requiring a trip outside of the mandated service area, known as Care Plus customers, are subject to a fare increase of \$6.00. Drivers may not accept cash under any circumstance. Customers must present a valid identification card to ride. Reservationists will be available on-site to accept reservations from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 4:30 p.m., Saturday and Sunday. Reservations must be made at least one day in advance of the desired trip. Trip requests can be made at least fourteen (14) days in advance of the desired trip. Reservations will be confirmed with customers who do not have standing reservations.

The Contractor must follow the missed trip policy established by GRTC.

The Contractor is required to complete all trips scheduled and accepted. Except in extreme cases, passengers should not spend more than ninety (90) minutes in a vehicle.

All trips must be completed as close to on-time as possible. When scheduling trips, the Contractor must give the customer a thirty (30) minute pickup window. However, the trip will be considered as on-time if the Contractor arrives no more than 15 minutes early or 15 minutes late for the pick-up and drop-off. An on-time rate of ninety-two percent (92%) is required. If the passenger does not come out within five minutes, the driver must notify the dispatcher for instruction. However, in no case shall the operator leave the location without the customer before the scheduled pick-up time. Dispatchers are required to maintain a record of all such activity.

GRTC reserves the right to add other service requirements or modify existing requirements at any time upon notice to the Contractor.

### **3-5 Service Hours**

SpecTran currently operates from 6:00 a.m. to 11:00 p.m., seven (7) days per week, in Henrico County and in select areas of Chesterfield County where fixed route service is provided. In the City of Richmond, SpecTran operates from 4:30 a.m. to 12:30 a.m., seven (7) days per week. Holiday service consists of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The hours of operation are subject to change at the sole discretion of GRTC.

### **3-6 Fares**

The Contractor will collect tickets and accept passes as directed by GRTC. The contractor is prohibited from selling or distributing tickets to customers for any purpose. Drivers are prohibited from accepting cash for any reason.

The contractor will present "dated and voided" tickets to GRTC on a daily basis and shall reconcile total monthly tickets each month. The value of uncollected or missing tickets will be deducted from the invoice at the end of each month.

The contractor will not collect tickets for personal care attendant trips.

During the course of this agreement, a validation machine will be installed in all of the vehicles which will be used to validate the customer's fare. Contractor's employees must be trained on the new process. GRTC staff will notify Contractor of training schedule prior to implementation. The customer is to use either their preloaded identification card or a prepaid SmartCard as the method of payment.

### **3-7 Uniforms**

The Contractor is responsible for providing uniforms for all vehicle operators. GRTC will provide picture identification badges that shall be worn on the front of the uniform.

GRTC expects the Contractor's personnel to present a professional, responsible, and courteous attitude in all dealings with the public. All business dress or uniforms must be kept neat, clean, pressed, in good repair, and reflect good personal hygiene practices. All uniform items must receive prior approval from GRTC.

The Contractor's employees are required to wear appropriate uniform dress during all work hours. No employee will be allowed to operate a vehicle without the proper uniform. **See Exhibit 1 for a detailed description of GRTC's uniform dress code.** Adherence to the dress code must be strictly followed.

### **3-8 Training**

Contractor will provide a comprehensive driver safety and training program conducted by qualified supervisory personnel. GRTC expects a minimum of 120 hours of initial training. GRTC is also requiring that all operators receive refresher training. The operator training will include the following elements. This is not exclusive, but provides a minimum basis for training. **Proposer must include an outline of its initial and refresher training program as a part of its response to the Technical Proposal requirement.**

#### Operator Training

Orientation (GRTC Expectations)  
Drug and Alcohol  
Sexual Harassment  
Defensive Driving  
Sensitivity Training  
Emergency Procedures  
Radio Procedures  
Customer Service/Passenger Relations  
Passenger Assistance Training (PAT)  
Pre and Post Trip Requirements and Map Reading

### **3-9 Minimum Staffing Requirements**

The following staffing level is the minimum required by GRTC:

1 General Manager  
1 Operations Manager  
1 Customer Service Manager  
1 Full-time Safety Manager  
1 Full-time Trainer  
1 Scheduler  
6 Dispatchers (Contractor shall provide Dispatcher coverage during service hours.)  
1 Validator

Reservationists (Contractor will determine number of reservationists needed to meet performance standard of 95% of average daily calls answered within 5 minutes. Daily calculation based on operating hours of customer service, not 24 hour day.)

Contractor shall retain a sufficient number of full-time and part-time operators to meet service demands. Contractor must provide a minimum of 90 full-time operators and 30 part-time operators (or full-time equivalent) in revenue service to meet service demands.

Contractor's employees are considered essential and must report to work accordingly.

### **3-10 Exclusive Use of Service Vehicles, Equipment and Supplies**

Vehicles, equipment and supplies provided by GRTC will not be used for any other purpose. Violation of this provision, including the transportation of unauthorized persons, is a breach of contract and subject to Termination for Default.

### **3-11 Monthly Reports**

The Contractor must collect all data and information required by GRTC. The Contractor must submit a monthly report of activities to GRTC in hardcopy and on a computer disk. Five hardcopies of each of the following reports are due to GRTC by the 5<sup>th</sup> working day of the month following the month for which Contractor is reporting.

The following information is required on a monthly basis:

1. Service Summary (see attached Monthly Report)

2. Revenue Hours by Jurisdiction
3. Summary of Trips by Jurisdiction and any trip denials
4. Summary of Client Ride Time for twenty-five (25) randomly sampled trips
5. Accident report (number of accidents and a brief description of the accident and what action was taken)
6. CARE Client Registry (see attached Monthly Report)
7. All complaints and commendations received by the Contractor (see attached)
8. Summary of Weekend Service
9. List of Cancellations by Name (see attached Monthly Report)
10. List of "No Shows" (see attached Monthly Report)
11. CARE Service Hours report (see attached Monthly Report)
12. CARE Service Miles (see attached Monthly Report)
13. Monthly listing of trips per passenger per jurisdiction (see attached example for Henrico County Ridership)
14. A complete list of all trips that were more than fifteen (15) minutes late
15. Completed trips
16. A complete list of all passenger trips that exceeded the 90 minute in-vehicle ride-time performance standard
17. Driver pay hours
18. All staff training that occurred during the previous month
19. DBE report
20. Trip-by-Trip Records

The Contractor must collect and save the following information for trips:

- a. Trip origin street number, address, and zip code.
- b. Trip destination street number, address, and zip code.
- c. Specific trip purposes: employment, daycare.
- d. Clock time, vehicle odometer reading, and on-board passenger count.
- e. Status of passenger, number of children.
- f. Date and day of service.
- g. Statistical information for GRTC's National Transit Database reporting requirements.
- h. Once manifests are reconciled, they must be scanned and stored electronically.

GRTC reserves the right to add additional reporting requirements as needed.

Monthly invoices will not be paid until GRTC receives all required reports.

### **3-12 Accident / Incident Reports**

All accident and incident reports must be sent to GRTC within 24 hours of occurrence. Reports may be emailed or faxed to GRTC's Specialized Transportation Manager.

### **3-13 Complaints**

The Contractor is required to have a customer complaint procedure. The procedure must include the classification of all complaints. The Contractor is responsible for management of all complaints, which includes responding to customers and complaint resolution. Furthermore, drivers shall forthwith advise supervisory staff of any complaint which requires immediate or urgent attention by the Contractor. Supervisory staff shall determine if there is a need to notify the GRTC project manager on an immediate basis as to the nature and circumstances of such complaint, and the resolution or proposed response. The Contractor is required to provide a written response to all complaints to the customer within two days of receipt.

### **3-14 Insurance Requirements**

The Contractor must maintain physical damage, including comprehensive and collision, and public liability automobile insurance on all vehicles utilized by Contractor in providing the transportation service

required under this agreement with such coverage and subject to limits identified in Exhibit A – Draft Agreement of this RFP. Any deductible on such policies will be paid by the Contractor.

Deductibles and self-insured retainers, if any, shall be identified in the offeror's proposal. All deductible payments are the responsibility of the Contractor. Proposer must also identify its insurance agent(s) and underwriting company(s) and contact information for each.

### **3-15 Facility**

GRTC will provide a suitable furnished facility from which Contractor shall operate the service. This includes office furniture and supplies, computers, telephones, copiers, facsimile machines, vehicle storage and applicable maintenance facilities.

### **3-16 Fuel, Oil, Lubricants and Tires**

GRTC will provide fuel, oil, lubricants and tires for all GRTC-owned vehicles along with all vehicle fueling activities.

### **3-17 Inclement Weather**

GRTC will make all final decisions relating to inclement weather. The Contractor will consult with GRTC on decisions regarding whether service will operate, or at what level it will operate, before altering the service.

If severe weather is anticipated, the Contractor is responsible for taking the necessary precautions to ensure that fleet can be deployed if needed.

### **3-18 Meeting Requirements**

Contractor's management personnel are required to attend all EDAC meetings (currently 6 times per year) and all CARE Advisory Committee meetings (currently 4 times per year). Contractor's role during these meetings is to address all questions and concerns regarding CARE service.

### **3-19 Nonperformance Penalties**

1. Nonperformance penalties in the amount of \$50 per day or part thereof per occurrence will be assessed for failure to submit accident reports within 24 hours of accident occurrence.
2. Nonperformance penalties in the amount of \$50 per service hour will be assessed in the event the Contractor fails to perform the daily schedule.
3. Nonperformance penalties in the amount of \$25 per occurrence if a vehicle operator misses a trip during performance of the daily schedule.
4. Nonperformance penalties in the amount of \$50 per day will be assessed for each instance a vehicle operator is not in possession of a valid driver's license, or if the driver holds a license not valid for the vehicle he/she is driving.
5. If the Contractor is more than 15 minutes late beyond the allowable pickup window, or if the Contractor is more than 15 minutes late for drop-offs, a charge of \$15.00 will be assessed per incident per rider.
6. Failure to Respond to Complaints: Contractor must respond in writing within two (2) working days to customers' complaints. Failure to respond to a complaint within the required two days will result in a \$100 charge per incident.

7. Unauthorized Use of GRTC Vehicles: Use of leased vehicles for any purpose other than that described in this RFP, or directly authorized in writing by GRTC, will result in a penalty of \$100 per vehicle, per incident. Violation of this provision is cause for termination of this contract.
8. Failure to provide complete monthly and accident/incident reports on the scheduled date as required in Sections 3.11 and 3.12 will result in a penalty of \$100 per day per incident until submitted.
9. Failure to maintain a daily on-time performance of 92% will result in a penalty of \$100 per day.
10. Failure of operator to wear a proper uniform will result in a penalty of \$15 per incident.

**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 / Price 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	_____	_____
Attachment J DBE Letter of Intent	_____	_____
Attachment K DBE Affidavit	_____	_____
Notice of Exception	_____	_____
Qualifications and Capabilities of the Firm(s)	_____	_____
Related Experience and References	_____	_____
Technical Proposal	_____	_____
Proposer's DBE Program	_____	_____
Proposal Bond	_____	_____



**ATTACHMENT B: PROPOSAL AFFIDAVIT FOR: SPECIALIZED TRANSPORTATION SERVICES**

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

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

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

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

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

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

## PRICE PROPOSAL

### Unit Price

Year 1 Option 1      Price per revenue hour      \$ \_\_\_\_\_

Must propose an annual cap on revenue hours      \_\_\_\_\_

Year 1 Option 2      Price per trip      \$ \_\_\_\_\_

### Unit Price

Year 2 Option 1      Price per revenue hour      \$ \_\_\_\_\_

Must propose an annual cap on revenue hours      \_\_\_\_\_

Year 2 Option 2      Price per trip      \$ \_\_\_\_\_

### Unit Price

Year 3 Option 1      Price per revenue hour      \$ \_\_\_\_\_

Must propose an annual cap on revenue hours      \_\_\_\_\_

Year 3 Option 2      Price per trip      \$ \_\_\_\_\_

Unit Price

Option Year 1 Option 1      Price per revenue hour      \$ \_\_\_\_\_

Must propose an annual cap on revenue hours      \_\_\_\_\_

Option Year 1 Option 2      Price per trip      \$ \_\_\_\_\_

Unit Price

Option Year 2 Option 1      Price per revenue hour      \$ \_\_\_\_\_

Must propose an annual cap on revenue hours      \_\_\_\_\_

Option Year 2 Option 2      Price per trip      \$ \_\_\_\_\_

\* For each staffing plan above, proposers must attach a breakdown of staff positions included in their calculation along with applicable hourly rate/salary and benefits costs for each. Proposers must provide a detailed fee proposal to include all labor costs, overhead and profit. Occasionally there is a need for special work, e.g. charter trips. The Contractor will be paid at the hourly rate agreed upon between Contractor and GRTC.

**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.

<b>Firm's Name and Address</b>	<b>DBE Status*</b>	<b>Firm's Age</b>	<b>Firm's Annual Gross Receipts</b>

\* 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:

<b>Items</b>	<b>Projected Commencement Date</b>	<b>Projected Completion Date</b>
_____	_____	_____
_____	_____	_____

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.**