REQUEST FOR PROPOSAL

Contract for Intercity Bus Services

There will be an Mandatory pre-proposal conference for this solicitation on March 7, 2017 at 10:30 a.m

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Note: This public body does not discriminate against faith based organizations in accordance with Code of Virginia § 2.2-4343.1, or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
Request for Proposals

RFP #: 17-CC0006

Issue Date: February 22, 2017

Title: Intercity Bus Services

Commodity Code: 96100, 96182, 96111 Transportation Services

Issuing Agency: Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA  23219

Initial Period of Contract: Date of award through two (2) year term with the possibility of three (3) one (1) year renewals.

Proposals Will be received until: March 29, 2017 at 3 p.m.

All Inquiries to: Melissa Myers
600 East Main St., Suite 2102
Richmond, VA 23219
Melissa.myers@drpt.virginia.gov
(804) 225-3745

ALL PROPOSALS MUST BE MAILED OR HAND DELIVERED TO THE ADDRESS ABOVE

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 services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Company Name __________________________ Date ____________

Address ____________________________________________ Signature in Ink

City, State, Zip ____________________________________________ Printed or Typed Name of Above

FEI/FIN Number ____________________________________________ Phone

E-mail ____________________________________________ Fax

A Mandatory Pre-Proposal Conference will be held at 600 E. Main Street, 12th floor North conference room, Richmond, Virginia. See Section VIII for more information.

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.
PROPOSAL CHECKLIST
The following items must be submitted as part of your proposal for it to be considered complete. Mark each item and provide signature at the bottom attesting to the submittal of all required documentation:

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<thead>
<tr>
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<td>Tab 3: Proposal Worksheets - Worksheets 6A-7D</td>
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<td>Tab 4: Proposer’s Drug and Alcohol Policy</td>
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<td>Tab 5: Attachment C - Small Business Subcontracting Plan Part 8 State Certifications and Assurances <strong>signed</strong> by proposer</td>
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<td>Tab 6: Attachment E- Completed and <strong>signed</strong> Federal Certifications</td>
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This section to be completed by the person who validated the accuracy and completeness of this proposal.

Validated By: _______________________________ Date: __________

Signature
REQUEST FOR PROPOSALS

Contract for Intercity Bus Services

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ATTACHMENTS
Attachment A: Required General Terms and Conditions
Attachment B: Special Terms and Conditions
Attachment C: Small Business Subcontracting Plan
Attachment D: Proposal Forms
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  Part 3: Financial Status and Insurance
  Part 4: Project Staffing and Management Plan
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  Part 6: Description of Services-Proposed Projects (Worksheets 6A and 6B)
  Part 7: Budget (Worksheets 7A, 7B, 7C, and 7D)

Attachment E: Federal Clauses and Certifications
INTRODUCTION

The Virginia Department of Rail and Public Transportation (DRPT) announces the establishment an intercity bus program. Based on the need for intercity bus service identified in the statewide intercity bus assessment (Virginia Statewide Intercity Bus Study, Final Report, September 2013) and the impact of previous and ongoing restructuring of the national intercity bus services, DRPT has identified the Blacksburg to Washington, D.C. corridor (via I-81 and I-66) as the pilot for service implementation at this time.

This corridor is intended to be the first implemented among several that have been identified as priorities following the statewide intercity bus assessment conducted by DRPT in 2013 and the consultation process conducted in 2014-2015. This effort included input from stakeholders and resulted in the identification of areas of unmet need and the development of strategies to connect these areas to the nationwide intercity bus network. The 2013 Virginia Statewide Intercity Bus Study Final Report is available at the following link: http://kfhgroup.com/Project_Documents/Virginiaintercitybus.pdf

FEDERAL TRANSIT ADMINISTRATION (FTA) GUIDANCE

- FTA program guidance for the rural intercity bus program is provided in (FTA) Circular 9040.1G (49 U.S.C. 5311 – Formula Grants for Rural Areas), Chapter VIII, Intercity Bus. The Circular defines intercity bus service as “regularly scheduled bus service for the general public that operates with limited stops over fixed routes connecting two or more urban areas not in close proximity, that has the capacity for transporting baggage carried by passengers, and which makes meaningful connections with scheduled intercity bus service to more distant points, if such service is available.” Package express service may also be included, if incidental to passenger transportation.

Services must be designed to provide for a meaningful connection with the national intercity bus network, including service to connecting points at times when passengers may make convenient connections. Services must be scheduled fixed-route services open to the general public.

The national objectives as prescribed by FTA in the Circular are as follows:

- To support meaningful connections between rural areas and the regional or national system of intercity bus service;
- To support services to meet the intercity needs of residents in rural areas; and
- To support the infrastructure of the intercity bus network through planning and marketing assistance, and capital investment in facilities

VIRGINIA PROGRAM EMPHASIS

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2 Intercity service is not limited by the size of the vehicle used or by the identity of the carrier. Air, water, and rail service are not included. Assistance must support intercity bus service in rural and small urban areas (rural places are defined as under 50,000 persons). Charter and tour services are not eligible for FTA assistance per 49 CFR Part 604. Commuter bus services are not eligible for funding under this program.
As addressed in the Virginia Statewide Intercity Bus Study, a particular focus of the DRPT Section 5311(f) program is the provision of intercity bus connections to rural and small urban areas that have lost intercity connections over the past decade, focusing the limited resources on new routes or services in areas that have the fewest alternatives and the most ridership and revenue potential—on routes and services that provide intrastate connections as well as interstate links.

Virginia has in the past used this program (and others) to address the infrastructure needs of intercity services in the state through support for intermodal passenger facilities that include intercity bus services in Danville, Fredericksburg, Lynchburg, and Roanoke. A new facility is under development in Blacksburg, as well. However, there is a need to replace services in order to address the first two goals of the national objectives listed above.

The definition of eligible intercity bus services under this program includes services that are:

- Open to the general public;
- Fixed-route, fixed schedule;
- Operated between two or more urban areas over long distances;
- Capable of carrying baggage; and
- Providing a meaningful connection (in terms of coordinated stop locations, schedules, and information) to the national system of intercity bus transportation.

**Commuter bus service is not eligible under this program. Charter and tour services are not eligible under this program.** Intercity bus service is not defined by the type of vehicle used (except for the requirement to carry baggage). All vehicles used to provide services under this program must be fully compliant with the Americans with Disabilities Act (ADA).³

DRPT requires that all services provided under this program offer users a meaningful connection with the national intercity bus network, including interline (joint) ticketing and service connections that are shown in the public timetables for the services. In addition, all projects funded under this program must provide for marketing of the services to the general public. Proposals must include in their project description information about locally specific marketing efforts for the proposed service.

All carriers that offer direct service or as an interline partner offer service to points that cross state lines, must be in compliance and in good standing with the Federal Motor Carrier Safety Administration (FMCSA) by July 1, 2016. In addition, carriers must be in full compliance with motor carrier safety and vehicle registration regulations for the Commonwealth of Virginia, which can be found at: [https://www.dmv.virginia.gov/webdoc/pdf/mcts247.pdf](https://www.dmv.virginia.gov/webdoc/pdf/mcts247.pdf).

**Eligible Expenses**

Eligible operating expenses for the intercity bus program will be based on either a line item budget showing costs related to this project specifically (Budget Form A) or on a fully-allocated cost per revenue mile (Budget Form B).

³ Over-the-Road buses that meet the requirements of 49 C.F.R. pt. 38, Subpart G will be considered accessible. If intercity services are operated by a public entity or under contract to a public entity, they must be compliant with both 49 C.F.R. § 38.23 and 49 C.F.R. pt. 38, Subpart G.
The line item budget can include items such as fuel, oil, replacement tires, replacement parts, maintenance and repairs, driver and mechanic salaries and fringe benefits, dispatcher salaries and fringe benefits, and licenses. It can also include administrative expenses including items such as transit manager's salary, secretary and bookkeeper salaries, marketing expenses, office supplies, vehicle insurance, and facility and equipment rental.

All of these expenses are to be included in the fully-allocated cost per revenue mile, without showing separate line items. In addition, the fully-allocated cost per revenue mile can include depreciation (if an offeror proposes to utilize its own equipment to provide service), and profit, as it is intended to be an all-inclusive rate per revenue mile.

If there will be a separate request capital assistance for equipment to provide the service the fully-allocated cost per revenue mile should not include capital costs or depreciation for the equipment to be utilized in the proposed service.

Net operating expenses are those expenses that remain after operating revenues are subtracted from eligible operating expenses. At a minimum, operating revenues must include farebox revenues, but may also include revenue from bus package express, bus ticket sale commissions, or advertising on the vehicle. Operating revenues are all revenues accrued to the benefit of the project including farebox revenue (passenger fares) and contract revenues. Farebox revenues include fares paid by passengers who are later reimbursed by a human service agency, or other user-side subsidy arrangements, but do not include payments made directly to the transit provider by human service agencies.

Commuter Bus service is not an eligible expense under the FTA Section 5311(f) program.

**Operating Assistance and In-kind Match**

DRPT typically funds operating assistance at the maximum federal participation ratio of 50 percent of net operating expenses. However, the Section 5311(f) program is unique in that FTA permits a state to use the value of unsubsidized connecting intercity bus service as the local match for operating projects under this program.

To utilize the in-kind match funding method, the project is defined to include both the unsubsidized route segment and the subsidized segment. Under current FTA guidance, DRPT can count 50% of the value of the fully-allocated cost of the unsubsidized segment (unsubsidized revenue-miles times the fully-allocated cost per mile) as the non-federal share of the combined project. Depending on the lengths of the segments involved and the cost factors, use of in-kind match can potentially allow the entire net operating deficit of the subsidized segment to be funded with federal funds. The carrier operating the unsubsidized segment must provide DRPT with a letter certifying their willingness to provide the match, the schedules and routes involved, and the dollar value of the match.

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5The most recent federal transportation program reauthorization, the Fixing America’s Surface Transportation (FAST) Act, includes clarifying language allowing 100% of the fully-allocated operating cost of the unsubsidized segment to be used as the value of in-kind match. The FTA Circular has not yet been revised to reflect this change, but FTA staff have indicated that they are accepting state projects using the 100% valuation.
DRPT will fund projects either using the typical funding ratios or using the in-kind match method, depending on the availability of local cash match for the non-federal share of the net operating deficit.

**Scope of Services: Operation of Daily Intercity Bus Service on the I-81/I-66 Priority Corridor**

DRPT is seeking proposals to provide service in this corridor, including possible rural intercity bus feeder service to the proposed corridor (which may be a separate project). Proposers may apply to operate the priority corridor or feeder service to it. Full detail on the proposed service should be provided separately for each project. DRPT is seeking turnkey services, in which the applicant will provide all vehicles and equipment (all vehicles must be ADA accessible), operate daily year-round service on the proposed intercity bus route (though rural intercity feeder service may be less than daily), obtain all required permits and authority, obtain required insurance, conduct appropriate maintenance, retain records, enter into agreements with other carriers as required to support the use of interline ticketing, and obtain access to terminals of connecting carriers (or access to public intermodal terminals).

The proposed project is to provide intercity bus service in the I-81/I-66 corridor between Blacksburg and Washington, D.C. Exhibit 1 presents a map of the proposed route. Note that Greyhound already provides service from Richmond to Roanoke, and Roanoke to Knoxville via I-81, and it is the policy of DRPT not to fund projects that would be in direct competition with existing services.

The RFP has included on Exhibit 1 the “Proposed Route Map” and on Exhibit 2 a “Proposed I-81 Corridor Timetable.” The Offeror is encouraged to propose alternative route maps and timetables that are based on their experience in operating intercity bus services and local knowledge of the corridor and the need to provide connectivity to the national intercity bus network in Washington. The Offeror is also encouraged to submit proposed stop locations and the documentation for locations of these stops; taking in consideration factors including distance from interstate, the potential for connections with local public transit, and the potential availability of overnight parking for customers.

Offerors can describe their service proposal by including specific information such as:

- A route map showing proposed stops.
- Details regarding the frequency of service.
- Local area maps depicting proposed stop locations.
- A timetable presenting the Offeror’s proposed schedule.

The Offeror is encouraged to meet with localities and organizations where stops are proposed and submit documentation of the meetings and the input received. Potential local contacts include the following:

- Local transit operators.
- Local Chambers of Commerce.
- Universities and colleges.
- Metropolitan and Planning District Commissions.
**Route:** The anticipated route provides service from the new multimodal transportation center on the Virginia Tech campus to the Union Station bus terminal in Washington, D.C.

**Anticipated Stops:** To provide connectivity the service should connect with Greyhound service at Union Station in Washington, D.C., with other potential stops to include Christiansburg, Roanoke, Staunton, Harrisonburg (James Madison University), Lexington (Virginia Military Institute), Front Royal, Gainesville, Dulles International Airport, and another Metrorail station (potentially East Falls Church), depending on the development of a feasible schedule and appropriate stop locations.

**Schedule:** Offerors should propose a timetable that provides for schedule connectivity to and from other intercity services linking the region with points north of Washington, D.C. to New York, New York. Exhibit 2 presents a draft potential timetable that will need to be refined based on actual running times. The connecting times in Washington, D.C. are important as they provide for connections to other Greyhound services and provide a basis for in-kind match for this route. Again, Offerors may propose alternative schedules in this corridor, based on their experience in operating intercity bus services, local knowledge of the market and the corridor, and the need to provide connectivity to the national intercity bus network in Washington.

**Frequency:** A minimum of one round-trip per day, 365 days per year.

**Estimated Ridership and Revenue:** Exhibit 3 presents summary estimates of ridership and revenue developed as part of the statewide intercity bus plan. Note that it is anticipated that ridership will take time to develop, and that the first year ridership estimates are 50 percent of the second year. Note that reimbursement of net operating expenses will be based on actual costs and revenues by month, and that if ridership fails to achieve the minimum performance goals identified in this proposal the service may be subject to modification or discontinuance.

**Period of Performance**

It is anticipated that this contract will be for an initial period of two years. It may be renewed by DRPT upon written agreement of both parties for three (3) successive one (1) year periods, under the terms of the current contract, and at approximately ninety (90) days prior to the expiration.
Exhibit 1: Proposed Route Map
Exhibit 2: Proposed I-81 Corridor Timetable

BLACKSBURG - WASHINGTON, D.C.  
TABLE XXX  
Effective Date: - - -16

<table>
<thead>
<tr>
<th>SCHEDULE NUMBER</th>
<th>Frequency</th>
<th>Time Zone</th>
<th>Effective Date: - - -16</th>
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<tbody>
<tr>
<td>Megabus Proposed Service</td>
<td>Homeride</td>
<td>Megabus Proposed Service</td>
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<tr>
<td>Daily</td>
<td>Daily</td>
<td>Sundays</td>
<td>Daily</td>
</tr>
<tr>
<td>8:50 AM</td>
<td>12:15 PM</td>
<td>9:30 PM</td>
<td>4:55 PM</td>
</tr>
<tr>
<td>12:35 PM</td>
<td>5:30 PM</td>
<td>LV Washington, D.C. (Union Sta.)</td>
<td>AR</td>
</tr>
<tr>
<td>1:15 PM</td>
<td>LV Vienna (MetroRail) (VA)</td>
<td>LV</td>
<td>1:00 PM</td>
</tr>
<tr>
<td>1:30 PM</td>
<td>LV Gainesville</td>
<td>LV</td>
<td>2:30 PM</td>
</tr>
<tr>
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<td>LV</td>
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</tr>
<tr>
<td>3:30 PM</td>
<td>LV Harrisonburg</td>
<td>AR</td>
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</tr>
<tr>
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<td>LV</td>
<td>5:20 PM</td>
</tr>
<tr>
<td>6:20 PM</td>
<td>LV Roanoke</td>
<td>AR</td>
<td>6:35 PM</td>
</tr>
<tr>
<td>8:00 PM</td>
<td>LV Christiansburg</td>
<td>LV</td>
<td>3:55 AM</td>
</tr>
<tr>
<td>8:30 PM</td>
<td>10:00 PM</td>
<td>AR</td>
<td>2:55 AM</td>
</tr>
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</table>

Exhibit 3: Estimated Ridership and Revenue FY 2017 and FY 2018

EXHIBIT 3- Estimated Ridership and Revenue- FY 2017, FY 2018 and Beyond

<table>
<thead>
<tr>
<th>Project:</th>
<th>Corridor:</th>
<th>Route Length:</th>
<th>Frequency:</th>
<th>Estimated Ridership:</th>
<th>Estimated Revenue:</th>
<th>Match Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year One (FY 2017) - Estimated Ridership and Revenue at 50% of Expected Annual Totals</td>
<td>Blacksburg to Washington, D.C. via I-81 and I-66</td>
<td>307</td>
<td>Daily-365 days per year</td>
<td>7,125</td>
<td>$262,485</td>
<td>In-kind</td>
</tr>
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<td>Year Two (FY 2018) - Estimated Ridership and Revenue at 75% of Expected Annual Totals</td>
<td>Blacksburg to Washington, D.C. via I-81 and I-66</td>
<td>307</td>
<td>Daily-365 days per year</td>
<td>10,688</td>
<td>$393,728</td>
<td>In-kind</td>
</tr>
<tr>
<td>Years Three-Five (FY 2019-2012) - Estimated Revenue and Ridership at Forecast Levels</td>
<td>Blacksburg to Washington, D.C. via I-81 and I-66</td>
<td>307</td>
<td>Daily</td>
<td>14,250</td>
<td>$524,970 (per year)</td>
<td>In-kind</td>
</tr>
</tbody>
</table>
OTHER REQUIREMENTS

Performance Expectations and Requirements

In addition, on-time performance of this service shall be monitored. It is expected that the operator will be able to meet all scheduled departure times except in cases of emergency, inclement weather, or the need to hold for late connections. Failure to meet schedules due to maintenance or dispatch problems or equipment failure that are the responsibility of the operator will be considered a failure to perform and will result in appropriate adjustments to invoices and may result in additional actions by DRPT to ensure satisfactory service for the citizens of Virginia. DRPT will cooperate with the operator to address any related incident if it should arise; however, the operator must notify DRPT immediately of such an occurrence and implement a contingency to continue operations in a safe manner. The operator will be responsible for all additional costs to passengers for missing departure connections.

Interline Ticketing and Information

Service providers must be interline partners on the national intercity bus network. As an interline partner, a provider is able to sell tickets that allow a passenger to buy a single ticket that provides travel through two or more different bus companies. The National Bus Traffic Association (NBTA) clearinghouse allows the numerous firms that provide transportation on a particular ticket to collect their proportionate share of the revenue based on the part of the trip that particular carrier provided. More information on this can be found at: http://www.bustraffic.org/. Participation in the NBTA revenue clearinghouse is possible at minimum cost for firms and public transit agencies providing rural intercity service as a sponsored member. Contact NBTA for more information. Service providers must register in Google Transit at http://google.com/transit, providing schedule information in the required GTFS format (and updating this information when schedule changes occur).

Federal Motor Carrier Safety Administration

Intercity service providers crossing State lines are required to be in compliance with Federal Motor Carrier Safety Administration (FMCSA) regulations. Also, providers of intrastate service that interline with services to provide interstate trips must meet FMCSA regulations. More information can be found at: http://www.fmcsa.dot.gov/

Drug and Alcohol Policy and Procedures

Providers must meet Drug and Alcohol Policy and Procedures requirements, and ensure that employees adhere to policy. For offerors that receive FTA financial assistance which supports the majority of their overall operations, please submit an approved FTA Drug Free Workplace Policy and an approved Drug and Alcohol Testing Policy (refer to the FTA website: http://transit-safety.volpe.dot.gov/DrugAndAlcohol/Default.aspx for information). For applicants that are private-for-profit carriers that already report to FMCSA, please submit proof of an approved FMCSA Drug and Alcohol policy (refer to FMCSA website: http://www.fmcsa.dot.gov/safety-security/safety-initiatives/drugs/drugs-alcohol.htm for more information). IMPORTANT: For private-for-profit carriers that do not or have not previously operated services funded with FTA funds, the Offeror’s Drug and Alcohol policy will have to be updated to incorporate FTA Drug & Alcohol requirements, recognizing that the FTA requirements will apply to services operated under this grant. For example, FTA definitions of the individuals involved in safety-sensitive functions differ from those used by FMCSA, and there are other differences. A “Sample Drug and Alcohol Policy – FTA and FMCSA” incorporating the requirements of both agencies is available on the FTA website at https://transit-
National Transit Database Reporting

Offerors are required to report 5311(f) intercity bus program activities annually to the National Transit Data Base (http://www.ntdprogram.gov/ntdprogram/rural.htm). The reporting period is from July to June, with the report due to DRPT by September. Data collected includes the amount of federal funding utilized, annual vehicle revenue-miles and regular unlinked passenger trips.

Americans with Disabilities Act Requirements

All offerors must comply with 49 C.F.R. pt. 37 and pt.38. All vehicles proposed to operate these proposed services must be fully wheelchair accessible and operators trained to proficiency in the use of accessibility features.

Section 5333(b) Special Warranty for Labor Protection

All Section 5311 operational projects, including intercity bus (5311(f)) projects, require agreement to the terms and conditions of the standard Section 5333(b) special warranty for the Section 5311 program. The assurance is included in the Certifications and Assurances section of this request for proposals.

Coordination with Local Public Transit

Evidence of coordination efforts with local agencies or transportation services is required as part of the proposal. Information should be provided by the applicant in the appropriate section of the proposal documenting details about the offeror’s efforts to coordinate services with local agencies or public transportation providers.

Pre-Trip Inspection and Vehicle Maintenance Records

Selected offeror will be required to maintain appropriate vehicle maintenance and pre-trip inspection records. DRPT may conduct site visits to review such records. The purpose of the site visit is to ensure appropriate recordkeeping and to inspect the fleet used in these services.

Compliance with All Federal and State Requirements

Selected offeror must comply with all Federal and State requirements pertaining to the 5311 program.

Performance Measures

There are two sets of relevant performance measures. One set applies to the offeror during the pre-service phase, before scheduled service is initiated, and the other set applies to the service itself over time as ridership and revenues build.

Pre-Service Phase: This consists of a series of tasks that must be accomplished prior to service
initiation:

- Finalize schedule and stops, including arrangements with commission agents or those in control of unstaffed stops. Present listing to state and connecting carriers (providers of in-kind match).
- Develop communication procedures and contacts with transportation partners, including connecting intercity bus carriers, other intercity bus providers, Amtrak (if applicable), local transit operators in the service area, and any other public or private providers.
- Obtain sponsored membership in the National Bus Traffic Association or make alternative arrangements before service begins in order to interline successfully with the national intercity bus network.
- Work with connecting carriers to be included in their ticketing and payment systems.
- Must document FMCSA authority as an interstate carrier as required to be able to sell or accept interline (interstate) tickets.
- Document that all vehicles to be used on these services are fully ADA compliant, including all wheelchair accessibility features, and that staff are trained to proficiency in the use of these features.
- Provide an updated Vehicle Inventory (see Worksheet 6B) to DRPT.
- Provide an updated marketing plan for the awarded services to DRPT.
- Upon approval, initiate any pre-service marketing activities, including placement of schedules in national, regional and local information sources, website information, inclusion in connecting carrier information, etc.
- Provide updated Drug and Alcohol Policy to DRPT, initiate testing, and set up reporting protocol.

In-Service Phase: Based on the reporting required with monthly invoices, the ridership, revenues and costs of Virginia’s rural intercity bus services will be monitored to determine progress toward the following performance goals:

- Annual ridership of at least 1,200 persons on each route;
- Revenue per bus-mile of at least $0.50;
- A farebox recovery of at least 20 percent; and
- A maximum subsidy per passenger-trip of no more than $60.

It is recognized that these levels will not be achieved immediately, but they will be evaluated at the end of the first year with the expectation that at a minimum the service will meet 50% of these levels at that time. DRPT reserves the right to terminate services that do not meet these minimums at any point after the end of the initial year of service.

GENERAL REQUIREMENTS

1. **RFP Response** - In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One (1) original and three (3) copies of each proposal (so marked) as well as one (1) digital copy must be submitted to DRPT. No other distribution of the written proposal shall be made by the Offeror. Proposals must be received at the following location by March 29, 2017 at 3 p.m.

   Attn: Melissa Myers
   Department of Rail and Public Transportation
   600 East Main Street, Suite 2102
   Richmond, VA 23219
In addition, the Offeror may be required to make a subsequent oral presentation detailing how the Offeror would approach the specific program objectives outlined in the Statement of Needs.

2. Written Proposal Preparation

A. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in DRPT requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by DRPT at its discretion.

B. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

C. Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal should be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. No proposal, in its entirety, should exceed 100 pages one-sided.

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that DRPT may properly evaluate the Offeror’s capability to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

RFP Cover Sheet – The RFP Cover Sheet (page 2 of this RFP) shall be completed and signed as required.

Tab 1 Contact Person – The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or sub-consultants involved in the proposal.

Tab 2 Completed Attachment E. Proposal Forms – The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to a specific purchase order request from DRPT. The Offeror should also describe the management procedures it will follow to provide the required transportation services. Attachment E includes specific questions to be answered by the proposal to provide DRPT with this information, including:
A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.

B. A list of the key personnel including sub-consultants who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.

C. A list of references to include name, address, telephone number, project, and amount of project.

Tab 3 Completed Worksheets – Attachment D references Excel worksheets 6A and 6B, and 7A, 7B, 7C, and 7D. These must be completed and provided both in hard copy and electronically.

Tab 4 Drug and Alcohol Policy – The primary Offeror should include a copy of its Drug and Alcohol Policy document as called for in the “Other Requirements.”

Tab 5 Virginia Department of Small Business and Supplier Diversity (DSBSD/SWAM) Participation – The Offeror shall indicate the percentage of DSBSD/SWAM participation and specify the types of work to be performed by DSBSD/SWAM sub-consultant. In order to be considered for the selection of this Request for Proposals, the Offeror must submit six (6) copies of the Small Business Subcontracting Plan. A blank copy of this document is included as Attachment C.

All DSBSD/SWAM Offerors must be certified with the Virginia Department of Minority Business Enterprise. If the DSBSD/SWAM is not certified, they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Small Business and Supplier Diversity can be contacted at (804) 786-6585. The DSBSD/SWAM goal for this contract is 25%; if the DSBSD/SWAM is the primary Offeror, the Offeror will receive full credit for planned involvement.

Tab 6 Federal Certifications Signed Federal Certifications (Application attachments that are in Attachment F)
EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA – An operator for this intercity bus service will be qualified and selected by DRPT’s Selection Committee based on the following weighted criteria:

<table>
<thead>
<tr>
<th>FOR SERVICES</th>
<th>POINT VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Experience</td>
<td>30 points</td>
</tr>
<tr>
<td>2. Commitment to SWAM Utilization</td>
<td>20 points</td>
</tr>
<tr>
<td>3. Staffing and management</td>
<td>10 points</td>
</tr>
<tr>
<td>4. Maintenance, Safety, and Emergency response plans</td>
<td>10 points</td>
</tr>
<tr>
<td>5. Price</td>
<td>10 points</td>
</tr>
<tr>
<td>6. Description of Services (Innovation of services will be weighted in this section)</td>
<td>20 points</td>
</tr>
<tr>
<td>Total Points</td>
<td>100 points</td>
</tr>
</tbody>
</table>

REPORTING AND DELIVERY REQUIREMENTS

A. MEETINGS AND REVIEWS - DRPT shall hold an initial conference with the selected offeror at a place and time selected by DRPT to review the selected Offeror’s schedules, procedures, methods, and to clarify any ambiguities that may then exist. The selected Offeror’s Principal Officer and others requested by DRPT shall attend the conference. DRPT may request additional reviews during the contract period to evaluate vendor performance and provide feedback.

B. PROGRESS REPORTS – Offerors must meet all due dates on all tasks assigned. To provide feedback to DRPT concerning this requirement, the Offeror shall submit monthly progress reports providing detailed information on the status of the work effort on each of the various project tasks. The progress reports shall include total authorized funds and expended funds to date. The total expended must be broken down by amounts paid to SWAM and non-SWAM businesses each month and paid to date. It shall summarize all work efforts in the reporting period including personnel and hourly utilization. It shall also discuss any anticipated difficulties and proposed resolution.

C. SWAM REPORTING AND DELIVERY REQUIREMENTS

- The selected Offeror shall provide to DRPT, in a form as required by DRPT, documentation that the selected Offeror has utilized SWAM businesses in accordance with the selected Offeror’s SWAM utilization plan (Attachment C of the RFP). Said documentation shall be provided semi-annually or as required by DRPT.
- The selected Offeror shall use Attachment D (Monthly DSBSD/SWAM Certified Subcontractor Report) or other form approved by DRPT to report amounts paid to SWAM and non-SWAM businesses on a monthly basis as well as paid to date. Said attachment or other approved form shall be submitted with the monthly progress reports addressed above.
OPTIONAL PRE-PROPOSAL CONFERENCE - There will be a mandatory pre-proposal conference for this RFP on, **March 7, 2017 at 10:30 a.m.**, at 600 East Main St, 12th floor North conference rm, Richmond, Virginia. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The telephone number for directions to the conference location is (804)225-3745.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

REQUIRED GENERAL TERMS AND CONDITIONS - For a listing of the General Terms and Conditions, please see Attachment A.

SPECIAL TERMS AND CONDITIONS - For a listing of the Special Terms and Conditions, please see Attachment B.

METHOD OF PAYMENT - Payments will be made monthly within 30 days after receipt of a properly presented invoice and acceptance by DRPT of completed work.
Attachment A
REQUIRED GENERAL TERMS AND CONDITIONS

1. VENDOR’S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual (Vendors Manual) and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at http://www.dgs.virginia.gov/Services/tabid/121/Default.aspx under “Procurement Manuals.”

2. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Offeror who is awarded a contract are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Offeror shall comply with applicable federal, state and local laws, rules and regulations.

3. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth of Virginia that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act and Code of Virginia § 2.2-4311 (1950), as amended. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin, and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia § 2.2-4343.1(E) (1950), as amended). In every contract over $10,000, the provisions in (A) and (B) below apply:

A. During the performance of this contract, the Offeror who is awarded a contract agrees as follows:

   i. The Offeror who is awarded a contract will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror who is awarded a contract. The Offeror who is awarded a contract will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   ii. The Offeror who is awarded a contract, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

   iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
Attachment A
REQUIRED GENERAL TERMS AND CONDITIONS

B. The Offeror who is awarded a contract will include the provisions of (A) above in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ unauthorized aliens or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

6. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. ANTITRUST: By entering into a contract, the Offeror who is awarded a contract conveys, sells and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the Commonwealth of Virginia under said contract.

8. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DRPT reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal.

9. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

10. PAYMENT TO OFFERORS AWARDED CONTRACTS AND TO THEIR SUBCONTRACTORS:

A. To the Offeror who is awarded a contract:

   i. Invoices for items or services ordered, delivered or provided and accepted by DRPT shall be submitted by the Offeror who is awarded a contract directly to the payment address shown on the purchase order. All invoices shall show the DRPT contract number and/or purchase order number, and the social security number (for individual contractors) or federal employer identification number (for proprietorships, partnerships, and corporations).
Attachment A
REQUIRED GENERAL TERMS AND CONDITIONS

ii. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days.

iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Offeror who is awarded a contract at the contract price, regardless of which public agency is being billed.

iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

v. Unreasonable Charges – Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Offerors who are awarded a contract should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, DRPT shall promptly notify the Offeror who is awarded a contract, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror who is awarded a contract may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia § 2.2-4363 (1950), as amended).

B. To Subcontractors:

i. An Offeror awarded a contract under this solicitation is hereby obligated:

a. To pay their subcontractor(s) within seven (7) days of the Offeror’s receipt of payment from DRPT for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
b. To notify the agency and the subcontractor(s), in writing, of the Offeror’s intention to withhold payment and the reason.

ii. The awarded Offeror is obligated to pay its subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the awarded Offeror that remain unpaid seven (7) days following receipt of payment from DRPT, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U.S. Mail is deemed to be the payment date to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An Offeror’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of DRPT.

C. Each Offeror who wins an award in which provision of a SWAM procurement plan is a condition of award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-consultants default) with the SWAM procurement plan. Final payment under the contract in question may be withheld
Attachment A

REQUIRED GENERAL TERMS AND CONDITIONS

until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11. PRECEDENCE OF TERMS: Paragraphs 1-11 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

12. QUALIFICATIONS OF OFFERORS: DRPT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to DRPT all such information and data for this purpose as may be requested. DRPT reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. DRPT further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy DRPT that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.

13. TESTING AND INSPECTION: DRPT reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

14. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Offeror who is awarded a contract in whole or in part without the written consent of DRPT.

15. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. DRPT may order changes within the general scope of the contract at any time by written notice to the Offeror who is awarded a contract. Changes within the scope of the contract include, but are not limited to, things such as services to be performed. The Offeror who is awarded a contract shall comply with the notice upon receipt. The Offeror who is awarded a contract shall be compensated for any additional costs incurred as the result of such order and shall give DRPT a credit for any savings. Said compensation shall be determined by one of the following methods:
   i. By mutual agreement between the parties in writing; or
   ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units and the Offeror who is awarded a contract accounts for the number of units of work performed, subject to DRPT’s right to audit the Offeror who is awarded a contract’s records and/or to determine the correct number of units independently; or
   iii. By ordering the Offeror who is awarded a contract to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Offeror who is awarded a contract shall present DRPT with all vouchers and records of expenses incurred and savings realized. DRPT shall have the right to audit the records of the Offeror who is awarded a contract as it deems necessary to determine costs or
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savings. Any claim for an adjustment in price under this provision must be asserted by written notice to DRPT within thirty (30) days from the date of receipt of the written order from DRPT. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Vendors Manual. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Offeror who is awarded a contract from promptly complying with the changes ordered by DRPT with the performance of the contract generally.

16. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, DRPT, after due oral or written notice, may procure them from other sources and hold the Offeror who is awarded a contract responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which DRPT may have.

17. INSURANCE: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. DRPT reserves the right to request a copy of the Certificate of Insurance. The Offeror further certifies that, if awarded the contract, it and any sub-consultants will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:
A. Workers’ Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Offerors who are awarded a contract who fail to notify DRPT of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
B. Employer's Liability: $100,000.
C. Commercial General Liability: $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
D. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

18. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the DRPT Fiscal Division will publicly post such notice on the eVA VBO website https://vendor.epro.cgipdc.com/webapp/VSSAPPX/Advantage.

19. DRUG-FREE WORKPLACE: During the performance of this contract, the Offeror who is awarded a contract agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the
provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-consultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

20. NON-DISCRIMINATION: An Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment, or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization, and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

21. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to DRPT shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Offerors must register in eVA; failure to register will result in the proposal being rejected.

A. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

B. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments,

C. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
   i. Virginia Department of Small Business and Supplier Diversity (SBSD)-certified Small Business: 1%, capped at $500 per order.
   ii. Businesses that are not SBSD-certified Small Business: 1% capped at $1500 per order.

22. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that DRPT shall be bound only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. All financial obligations of DRPT are subject to appropriation by the General Assembly of Virginia and, if required, allocation by the Commonwealth Transportation Board.
Attachment A
REQUIRED GENERAL TERMS AND CONDITIONS

23. SET-ASIDES: This solicitation is set-aside for SBSD-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. SBSD-certified women and minority owned businesses are also considered small businesses when they have received SBSD small business certification.

24. BID PRICE CURRENCY. Unless stated otherwise in the solicitation, Offerors shall state prices in U.S. dollars.

25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: An Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
Attachment B
SPECIAL TERMS AND CONDITIONS

1. PROPOSED PROCUREMENT SCHEDULE:

Issue Date of RFP: February 22, 2017
Pre-Proposal Conference: March 7, 2017 at 10:30 a.m.
Deadline for receipt of Proposals: March 29, 2017 3:00 p.m.
Oral Presentations (if required): Week of May 8th, 2017*
Negotiations: Completed by May 31, 2017*
Proposed Contract Award: Week of June 12, 2017*

(*Dependent upon timing of oral presentations)

2. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

3. CHANGES TO THE RATES ON THE PRICE SCHEDULE: Changes to the rates on the price schedule may only occur during the renewal period. Said rates may be revised by mutual agreement of DRPT and the Offeror who is awarded a contract sixty (90) days prior to the renewal period starting date. If DRPT elects to exercise the option to revise rates for the three (3) one-year renewal periods, the contract price(s) for the increases shall not exceed the contract price(s) stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. The Offeror who is awarded a contract shall convey (in writing) its request to raise/lower prices to the Department no later than sixty (60) days prior to the renewal period starting date. Requests for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion to allow price increases.

4. APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS: Offerors who are awarded a contract must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

5. AUDIT: The Offeror who is awarded a contract shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The Offeror who is awarded a contract shall permit the authorized representative of DRPT, the U. S. Department of Transportation, and the Comptroller General of the United
States to inspect and audit all data and records of the Offeror who is awarded a contract relating to its performance under this Contract.

6. ADVERTISEMENT: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DRPT will be used in product literature or advertising without prior written approval from DRPT.

7. CLAIMS: The Offeror who is awarded a contract shall be responsible for resolution of any and all claims resulting from work performed under this contract. Claims made to DRPT under this contract will be referred to the Offeror who is awarded a contract for handling. Failure to properly respond to and resolve property damage and claims constitutes unsatisfactory performance and may result in cancellation of the contract.

8. CANCELLATION OF CONTRACT: DRPT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Offeror who is awarded a contract. Any contract cancellation notice shall not relieve the Offeror who is awarded a contract of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

9. QUALIFICATIONS/RESPONSIBILITIES:
   A. The Offeror who is awarded a contract agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.
   B. The Offeror who is awarded a contract shall assign a person as their representative who will have the authority to execute this contract work. The person’s name and phone number, and an alternate representative’s name and phone number, shall be provided to DRPT in the Offeror’s proposal.

10. DAMAGES: It is the Offeror who is awarded a contract's responsibility to repair any property damage caused in the performance of this contract. Repairs will be made to DRPT's satisfaction.

11. SPECIAL DISCOUNTS: During the contract period, if the Offeror who is awarded a contract offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to DRPT under this contract, the effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Offeror's customers generally.

12. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

13. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by § 2.2-4363(A) of the Code of Virginia (1950), as amended. This claim shall be submitted to the Director of DRPT who will render a decision within thirty (30) working days. Contractual disputes arising during the course of performance shall be submitted to the DRPT Chief Financial Officer (CFO), who will make a decision in thirty (30) working days, which will be final.
Offerors who are awarded a contract will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

14. PROTEST OF AWARD: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the DRPT Fiscal Division, 600 East Main Street, Suite 2102, Richmond, Virginia 23219, no later than ten (10) days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation/proposal and award notices. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the DRPT CFO will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in Code of Virginia § 2.2-4364 (1950), as amended.

15. ADDITIONAL INFORMATION: DRPT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

16. SAFETY AND HEALTH STANDARDS: It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Offeror who is awarded a contract and any of its sub-consultants shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor in accordance with § 107 of the Contract Work Hours and Safety Standards Act. The Offeror who is awarded a contract shall comply with the Virginia Occupational Safety and Health Standards adopted under § 40.1-22 of the Code of Virginia (1950), as amended, and the duties imposed under § 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Offeror who is awarded a contract shall be immediately abated. Additionally, at a minimum, all Offerors who are awarded a contract’s personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in, or supervising construction; respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls; adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy; safety vests shall be worn by all exposed to vehicular traffic and construction equipment; standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program; no person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate; all federal, state and local regulations pertaining to explosives shall be strictly followed; all electrical tools shall be adequately grounded or double-insulated; ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the National Electrical Code (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations; No person shall enter a confined space without training, permits and authorization; Fall protection is required whenever an employee is exposed to a fall six feet or
SMALL BUSINESS SUBCONTRACTING PLAN: If the Offeror on the contract is a SBSD-certified small business, the Offeror shall indicate such in Section A of Attachment C. This shall include SBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the SBSD small business certification. If the Offeror is not a SBSD-certified small business, the Offeror is required to identify the portions of the contract the Offeror plans to subcontract to SBSD-certified small business by completing and returning Section B of Attachment C. If the Offeror is not a SBSD-certified small business and cannot practically subcontract any portion of the requirements being solicited, in order to be considered responsive to the solicitation, the non-SBSD-certified Offeror must document on Attachment C, Section C, past efforts made to provide subcontracting opportunities to SBSD-certified small businesses for other contracts within the past 24 months.

17. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
Each Offeror who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to DRPT on a semi-annual basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-consultant default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Offeror who is awarded a contract agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by DRPT. DRPT reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

18. INTELLECTUAL PROPERTY RIGHTS: DRPT shall have exclusive rights to all data and intellectual property generated during the course of the project. Intellectual property, which includes all inventions, is subject to the U. S. Patent System. This shall be inclusive of, but not limited to, new processes, materials, compounds and chemicals, and all creations subject to the U. S. Copyright Act of 1976, as amended, including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases. Furthermore, DRPT shall have all rights, title, and interest in or to any invention reduced to practice pursuant to a resulting contract. Proposals should recognize the requirements of public sector agencies and of public policy generally, including the Virginia Freedom of Information Act, State statutes and agency rules on release of public records, and data confidentiality.

All copyright material created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DRPT. Neither DRPT nor the Offeror who is awarded a contract intends that any copyright material created pursuant to the contract, together with any other copyright material with which it may be combined or used, be a “joint work” under the copyright laws. In the case that either whole or part of any such copyright material not be deemed work made for hire, or is deemed a joint work, then the Offeror who is awarded a contract agrees to assign and does hereby irrevocably assign its copyright interest therein to DRPT. DRPT may reasonably request documents required for the purpose of acknowledging or implementing such assignment.

The Offeror who is awarded a contract warrants that no individual, other than regular employees and sub-consultants of the Offeror or DRPT regular employees, agents, or assigns while working within the scope of their employment or contracted duty, shall participate in the creation of any intellectual property pursuant to the contract. If this situation should arise, such individual and his or her employer, if any, must agree in writing to assign the intellectual property rights, as described herein, for work performed under this contract to DRPT either directly or through the Offeror who is awarded a contract.
Attachment B
SPECIAL TERMS AND CONDITIONS

DRPT shall have all rights, title and interest in or to any invention reduced to practice pursuant to this contract. The Offeror who is awarded a contract shall not patent any invention conceived in the course of performing this contract. The Offeror who is awarded a contract agrees that, notwithstanding anything else in this contract, in the event of any breach of this contract by DRPT, the remedies of the Offeror who is awarded a contract shall not include any right to rescind or otherwise revoke or invalidate the provisions of this section. Similarly, no termination of this contract by DRPT shall have the effect of rescinding the provisions of this section.

DRPT is only entitled to the intellectual property rights for deliverables and associated documentation produced by the Offeror who is awarded a contract for which DRPT has fully paid the Offeror who is awarded a contract as the contract is completed or as the contract is terminated for any reason.

Copyright or pre-existing work of the Offeror who is awarded a contract shall remain the property of the Offeror. The Offeror who is awarded a contract grants to DRPT a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such pre-existing work in connection with exercising the rights of ownership granted to DRPT pursuant to this section.

Notwithstanding anything herein to the contrary, DRPT acknowledges that as part of the Offeror who is awarded a contract’s provision of services hereunder, the Offeror may license third-party software or acquire proprietary works of authorship (collectively referred to as “products”), which have been developed by third parties. DRPT must approve the third-party license agreements and the acquisition of these third-party products prior to their use by the Offeror who is awarded a contract and DRPT agrees that these products will remain the sole property of the third party.

The Offeror who is awarded a contract shall grant DRPT license to use all software developed by the Offeror who is awarded a contract under this contract in other applications within Virginia as DRPT sees fit. Should the Offeror who is awarded a contract desire to re-use software developed under this contract for other projects (both DRPT contracts and others), DRPT must be notified in writing sixty (60) days prior to such use. Furthermore, DRPT shall be justly compensated for the re-use of such software. Compensation shall be negotiated and agreed upon prior to DRPT releasing software rights. Typically, DRPT prefers increased software capabilities and/or functionality instead of monetary compensation.

19. POLICY OF EQUAL EMPLOYMENT: DRPT is an equal opportunity/affirmative action employer. Women, minorities, and persons with disabilities are encouraged to apply. DRPT encourages all vendors to establish and maintain a policy to ensure equal opportunity employment. To that end, Offerors should submit, along with their proposals, their policy of equal employment.

20. MANNER OF CONDUCTING WORK AT JOB SITE: All work shall be performed according to the standard of industry and to the complete satisfaction of DRPT.

A. Personnel used by the Offeror who is awarded a contract for the performance of this work shall be properly trained and qualified for work of this type to the satisfaction of DRPT and shall possess any required licenses, certifications, and qualifications.

B. The Offeror who is awarded a contract shall be responsible for the conduct of all personnel while at the job site. All personnel involved with the work shall obey all rules and regulations of DRPT.
C. Sexual harassment of any employee of DRPT, the other entities who may use the procurement or of the Offeror who is awarded a contract, will not be tolerated and is to be reported immediately to the DRPT Representative.

All work to be conducted by the Offeror who is awarded a contract in any facility shall be coordinated in advance with the DRPT Project Manager. The Offeror who is awarded a contract shall coordinate his/her work efforts with (if applicable) other existing contractor/agency work efforts through the DRPT Project Manager. All work shall take place on non-holiday weekdays between the hours of 8:00 a.m. and 5:00 p.m, unless otherwise approved by the DRPT Project Manager.

21. PROPOSAL PRICES: Proposed hourly rates shall not change for work performed on a weekend, night work, or for any hours worked beyond a normal 40-hour week.

22. DRPT reserves the right to approve any personnel or sub-consultants proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the Offeror who is awarded a contract when approval is not granted.

23. DRPT will provide the Offeror who is awarded a contract and/or its sub-consultants with copies of all written approvals.

24. IDENTIFICATION OF PROPOSAL/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: ____________________
Name of Offeror

March 29, 2017 3:00pm
Due Date Time

17-CC0006
Street or Box Number RFP No.

City, State, Zip Code RFP Title

Name of Contract/Purchase Officer or Buyer Melissa Myers

The envelope should be addressed as directed on Page 2 of the solicitation. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

25. PATENT RIGHTS: If any invention, improvement or discovery of the Offeror who is awarded a contract or any of its sub-consultants is conceived or first actually reduced to practice in the course of or under this project which invention, improvement or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the Offeror who is awarded a contract shall immediately notify DRPT and provide a detailed report. The rights and responsibilities of the Offeror who is awarded a contract, his sub-consultants and DRPT with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies, and waivers thereof.
Attachment B
SPECIAL TERMS AND CONDITIONS

26. KEY PERSONNEL: People identified in terms of this RFP as "key personnel" who will work on the service contract must continue to work on this contract for its duration so long as they continue to be employed by the Offeror who is awarded a contract unless removed from work on the contract with the consent of DRPT.

27. RENEWAL OF CONTRACT: This contract may be renewed by DRPT upon written agreement of both parties for three (3) successive one (1) year periods, under the terms of the current contract, and at approximately ninety (90) days prior to the expiration.

28. PRICING SCHEDULE: Offerors shall identify all costs rates potential services under Statement of Needs, and shall indicate such in Attachment E to be fully loaded with all direct and indirect costs, including administrative oversight and approvals.
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Definitions

Small Business: "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: Department of Minority Business Enterprise (DSBSD)-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51 percent owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51 percent owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) to participate in the SWAM program. Certification applications are available through DSBSD online at SBSD.virginia.gov (Customer Service).

Offeror Name: ________________________________
Preparer Name: ________________________________ Date: ______________

Instructions
(Failure to complete and submit this form may result in your proposal not being considered.)

A. If you are certified by the DSBSD as a small business, complete only Section A of this form. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.

B. If you are not certified by DSBSD as a small business and plan to subcontract part of this contract with a DSBSD certified business, complete only Section B of this form.

C. If you are not certified by DSBSD as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DSBSD-certified business, only provide the information requested in Section C of this form.

Section A
If your firm is certified by the DSBSD, are you certified as a (check only one below):

______ Small Business
______ Small and Women-owned Business
______ Small and Minority-owned Business

Certification number:_________________________ Certification date:_________________
Attachment C
SMALL BUSINESS SUBCONTRACTING PLAN

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall include DSBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

<table>
<thead>
<tr>
<th>Small Business Name &amp; Address</th>
<th>DSBSD Certificate #</th>
<th>Status if Small Business is also: Women (W), Minority (M)</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Contract Involvement</th>
<th>Planned Annual Contract Dollar Expenditure Amount</th>
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Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.
Attachment C
SMALL BUSINESS SUBCONTRACTING PLAN

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DSBSD-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.

2. List research efforts conducted by your business in the past to locate DSBSD-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.

3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DSBSD-certified small businesses—including the dates, participation numbers, and results.

4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DSBSD and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work which your business has subcontracted with DSBSD-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.

6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.

7. Provide documentation of follow-up on initial contacts with DSBSD-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.
Attachment D: Proposal Forms

PROPOSAL FORMS (Word and Excel Files)

Parts 1 through 8 are included in this document, including Word files and Excel sheets for budget information. Instructions for completing each part are discussed below in each section.

Part 1: Proposer Information

Part 2: Experience of Firm/Organization

Part 3: Financial Status

Part 4: Project Staffing and Management Plan

Part 5: Maintenance, Safety and Emergency Response Plans

Part 6: Description of Services-Proposed Projects

Part 7: Budget

Part 8: Certifications and Assurances

NOTE: Detailed information about the proposed project is requested in the Excel Forms.
PROPOSAL PART 1: PROPOSER INFORMATION

Lead Agency’s/Organization/Firm Name:
Contact person’s name:
Contact person’s title:
Address:
City:
Phone:
Fax:
Email:
Website address:
Federal Employee ID No.:

1. Please check if you are a new or current proposer with DRPT.

☐ New
☐ Current

2. Please check the box that most accurately describes your organizations

☐ Non-profit
☐ Local government
☐ Transportation Authority
☐ Transit District
☐ Tribal Government
☐ Private for profit
☐ Other (describe) __________________________

PLEASE TYPE INSIDE THE BOX PROVIDED TO ANSWER EACH QUESTION BELOW. If additional space is needed or there are references to other documents please identify in the text box and provide as attachments in the same Tab.

3. Provide a brief description of your firm’s or organization’s primary business or mission

4. Current Services: Please provide a general description of the services you currently provide, including the types of routes operated, i.e. fixed-route, local, intercity, commuter, rural, tourism, and so forth.


PROPOSAL PART 2: EXPERIENCE OF FIRM/ORGANIZATION

This part of the proposal is divided into several sections, each covering a different aspect of your firm or organization. Proposers are urged to provide thorough but concise answers to the questions.

1. Please describe the experience of your firm or organization in providing passenger transportation services. How many years has your organization provided passenger transportation services? What types of services have been provided—fixed-route, fixed-schedule (local, regional or intercity), charter, tour, demand-response, limousine, taxi? Where have you provided these services (service area, routes, etc.) are the general service area boundaries? What aspects of these services have been provided by your firm—operation of vehicles, marketing, reservations and ticketing, vehicle maintenance, tour guides, terminal operations, etc.? Have any of these services involved coordination of services with other providers or organizations (such as interline ticketing, use of shared facilities, airport access, terminals, participation in web or other shared information providers)? What type of markets does your firm have experience in serving (such as particular charter markets, airport services, commuters, human service trips, regular-route intercity riders, etc)?

2. Include a list of contracts or grants that the proposer has had during the past five years that relate to the ability of the proposer to manage grants or contracts while providing the services requested in the RFP.

3. Please provide information on any other relevant experience providing evidence of the proposer’s qualifications to perform the services requested in the RFP. This could include relevant contract transportation, staff experience, etc. Please include contract or grant numbers, period of performance, client or customer name and contact information. Proposers must include in the response to this section “[Proposer Name] grants permission to DRPT to independently contact these references at DRPT’s convenience”.

4. Please provide information regarding your firm or organization’s FMCSA authority to operate interstate services, including the MC number.
PROPOSAL PART 3: FINANCIAL STATUS AND INSURANCE

Proposers must demonstrate the financial and managerial capacity to meet DRPT program guidelines. It is also imperative that the selected Offeror have the ability to absorb costs and continue operation of services while waiting for reimbursements from DRPT, or for interline revenues, and to deal with seasonal variations in revenue. While DRPT processes invoices in a timely manner, incorrect or insufficient documentation can extend this process. DRPT will work with the selected Offeror to ensure a clear understanding of invoicing requirements.

In addition, the selected Offeror must be able to obtain and maintain the required insurance. DRPT requires that the services provided in response to this proposal be fully interlined with the national intercity bus network to facilitate the ability of passengers to make trips involving more than one carrier on a single ticket. Consequently, the selected Offeror will have to provide liability insurance at the levels required by FMCSA for interstate trips (as the contractor will be selling and accepting tickets for interstate trips). The standards vary by size of vehicle: $5 million for vehicles with passenger capacities equal to or exceeding 16 passengers, and $1.5 million for vehicles with passenger capacities between nine and 15 passengers. Connecting interline carriers may also have additional or different insurance requirements, and the Offeror should contact its potential interline partners or terminal operators to determine their insurance requirements. The Offeror must indicate in the proposal and as a condition of contract award that they provide proof of insurance from their insurance carrier explicitly listing the extent of the Offeror’s liability coverage.

1. The Offeror must provide the last two (2) years of comparative financial statements or annual reports with the name, address, and telephone number of a contact in the company’s principal financing or banking organization.

2. Describe the Offeror’s current insurance coverage levels, and if those do not meet the requirements described above, provide evidence of its ability to obtain and keep in force the required insurance. The Offeror should state that it will, as a condition of grant award, provide proof of insurance from its insurance carrier.

3. Describe the internal accounting system of the Offeror and how it accumulates and summarizes project costs and revenues as it would apply to this project. Would mileage costs be determined based on the Offeror’s average costs and then applied to the miles operated for the project, or would the Offeror accumulate costs specifically for the project in separate accounts? How would revenues from these services be accounted for?

4. The Offeror can provide any other pertinent information that would enable proposal evaluators to determine the stability and financial strength of the organization.

PROPOSAL PART 4: PROJECT STAFFING AND MANAGEMENT PLAN

1. Please describe the proposed project team structure and internal lines of authority for the personnel involved in the performance of this project. List the employees that will be involved with this service and the job title for each (e.g., drivers, mechanics, administrative, etc.). Please attach a current organizational chart for this project team and show the relationship of these staff members (and any sub-contractors) to the other functions or staff of your firm or organization. Indicate who within the firm will have prime responsibility and final authority for the services in this proposal.
2 Identify the staff, including any potential sub-contractors, who will be assigned to this project. Briefly describe their experience as it relates to the proposed project, and include resumes for the named staff. Include a statement committing the named staff to actually perform the designated functions on the proposed project services.

3 Please describe your organization’s experience in managing programs that include Federal and/or state funds and the related requirements.

4 How will the Offeror inform minority individuals, low-income families, and persons with disabilities about the availability of the proposed service in the communities?

5. How does your transit system provide an opportunity for the public to comment on services? How will they be able to submit comments? How will complaints be addressed? Has the system received any complaints regarding the accessibility of the system in the past year (lifts not working, drivers not announcing stops, etc.), and if so, how was it resolved?

6. How will the Offeror distribute information to riders and the general public about proposed service or fare changes?

**PROPOSAL PART 5: MAINTENANCE, SAFETY AND EMERGENCY RESPONSE PLANS**

In this section, information is requested regarding the maintenance, safety, emergency response and Americans with Disabilities Act (ADA) practices as they would be applied to the proposed services.

1. Describe your vehicle maintenance plan. How often is preventive maintenance performed (e.g., transmission servicing, oil changes, tune ups, etc.)?

2. What maintenance services are provided in-house and what is outsourced? Are there contracts with local maintenance shops? What are the contract arrangements? How are charges assessed?

3. How do you keep track of vehicles’ maintenance history? Who reviews repair and expense records? Where are maintenance files kept?
4. Do you require a pre-trip vehicle inspection? Who performs the inspection? Are the inspection forms kept on file, and if so where? What procedure is followed if the inspection identifies a problem, and how does the procedure vary with the nature of the problem?

5. Are there established policies or guidelines regarding use of vehicles, loan of vehicles, sign out of vehicles, accident reporting, etc? If so, what are they?

6. Explain, in detail, how you intend to address service disruptions, such as a vehicle breakdown en route. This is to ensure that passengers are swiftly transferred at any possible point along the service route and beyond; i.e. the customers can make it to their intended destination/connection in a safe and timely manner, with the least inconvenience possible.

7. Please describe your driver safety program. Include information about driver training courses required for new drivers, as well as ongoing training. Please also describe how the training is provided, e.g. consultants, in-house certified trainers, and so forth.

8. Please describe your Drug and Alcohol safety program. Please note if you currently report to FTA or FMCSA, and include a copy of your Drug and Alcohol policy under Tab 5 of the overall proposal.

9. Describe your risk management policy in case of an accident, liability claim, or legal action.

10. Describe your system’s accident history in the last year. List the number and type of accidents, if there was property damage or injuries and identify if they were preventable or non-preventable. For any preventable accidents, what action did the system take?

11. Please describe how you will meet the ADA requirements applicable to the scheduled intercity service called for in this request for proposals. Note that a condition of the contract is that all vehicles used in the service funded with Section 5311(f) funds must be fully wheelchair accessible, and that operators must be trained to proficiency to operate accessibility features.


For additional ADA guidance, go to: http://www.fta.dot.gov/legislation_law/12349_16591.html which provides a link to the latest ADA Circular.

12. Describe how the ADA requirements are included in your training program.
PART 6: DESCRIPTION OF SERVICES-PROPOSED PROJECTS

In this part of the proposal, the Offeror should provide additional detail on how it proposes to operate the specified services should it be selected in response to this proposal. As noted in the program description above, DRPT is seeking proposals to provide services on one basic route (identified above). However the Offeror can elect to propose alternative stops or schedules, but it must make clear in the proposal the parameters of the service that is the basis for its proposal.

In this section, the Offeror should address the specific route and service that is proposed. Schedules can be entered for the route in the attached worksheets, and if additional information or tables are required that cannot be entered in the box, the Offeror can make reference in the box to any needed attachments.

1. Route(s)—Although DRPT is requesting applications for one particular corridor, please describe the routing that you plan to use. If the Offeror is intending to propose alternative routes, please describe.

2. Identify stops, by type (flag stop, agency stop, terminal). To the extent possible, list addresses or intersections where stops are proposed. If additional space is needed, provide as attachments. Note that DRPT will be working with the selected Offeror to identify exact stop locations and obtain agreements needed for access and use.

3. Using Worksheet 6A (making a separate copy for each proposed route), provide the anticipated schedules for the services, including days of the week service will be provided, holiday services (or exceptions), and times at stops for each direction (recognizing the need for fine-tuning when operations commence). List the one-way route-miles (revenue-miles) for the proposed service, along with the weekly and annual bus-miles for that route.

4. List other transportation and public transportation providers, including rail, air or other bus service to which the proposed route will connect. Provide schedules of connecting intercity bus services, demonstrating times of connections. Note whether or not the proposed services will have interline ticketing with connecting intercity bus service, or only separate fares. If separate fares, attach a copy of fare schedule information. If additional space is needed, provide as attachments.

5. Please provide the physical location of connecting points (terminal or station), including proximity of stops of connecting services, to demonstrate that passengers will be able to make a usable and convenient connection to the national intercity bus network. Potential locations identified in the study include Roanoke and Union Station in Washington, D.C.

6. Proposed vehicle fleet—please use the attached Worksheet 6B to list the vehicles that will be used to provide the proposed services. Include spare, peak, or backup vehicles (noting which vehicles are so designated). Include information on the accessibility equipment on each vehicle—lift or ramp, number of wheelchair tie-down positions, additional doors, folding seats, etc.
7. Describe how route, schedule and fare information will be made available to prospective customers, including inclusion in the information systems of other carriers. Proposers are encouraged to submit a complementary route-specific marketing plan to promote the new service. Include anticipated presence on the Web, telephone information, inclusion in industry timetable guides (such as Russell’s Official National Motorcoach Guide or other information or ticketing systems such as Wanderu), purchased advertising, other media or promotional plans.

8. Describe efforts to communicate with and involve communities along the route, including efforts as part of this proposal and planned efforts at coordination and involvement once the project is awarded.

9. Coordination and partnerships with local public transit providers is strongly encouraged. Please describe any current or proposed efforts or plans to coordinate with or partner with providers/carriers on the route, including shared stops, cross-marketing or shared information, ticket sales, etc.

10. If the proposer anticipates using in-kind match (see Part 8 below), describe connecting unsubsidized services, and note the attachment of a letter of support for the Offeror from the provider of the unsubsidized connecting services.

11. Describe ticketing procedures or systems to be used, including Interlining arrangements, use of Greyhound’s National Bus Ticketing System (NBTS) or other carrier ticketing systems, forms of payment (credit card, cash, use of internet), use of agents/agencies for ticket sales, and how passengers boarding en route (not at staffed stations) will be able to purchase a ticket or pay for transportation.

PART 7: BUDGET

In this solicitation only operating assistance is being offered, as the Offerors are expected to provide their own vehicles and include their cost, and the cost of marketing the service, in a fully-allocated project cost for each proposed route. Operating assistance will be provided to offset the difference between the operating cost of the service and the revenues from that service, which is the net operating deficit. As noted previously, under the Section 5311(f) program overview, there are two allowable funding methods:

- **Standard Section 5311(f) Funding Ratios**: Under this method, the maximum federal participation is limited to 50 percent of the net operating deficit. The remaining 50 percent of the net operating deficit must be provided by the Offeror as a local cash match.

- **In-Kind Match Program**: Under this method, it is possible to fund 100 percent of the net operating deficit of a subsidized route by linking it with a connecting unsubsidized route segment, and valuing the unsubsidized service to provide the required match as in-kind, with no local or carrier cash required. The project definition is expanded to include both the subsidized segment (with the net operating deficit) and a connecting unsubsidized segment. The operating costs of the unsubsidized segment are calculated, and an amount equal to 50 percent of the total fully-allocated operating costs of the unsubsidized segment can be counted as in-kind match toward the net operating deficit.
It is anticipated that the in-kind match method will most likely be used for the services requested in this solicitation, but budget instructions sheets are provided for both the standard and in-kind funding scenarios. If the Offeror intends to use the in-kind match program, they should contact Neil Sherman at DRPT immediately to make arrangements and identify available and acceptable unsubsidized services that can participate.

**Operating Assistance Worksheets**

The attached workbook includes several worksheets that should be completed to present the proposed budget for each proposed route. These include:

- **Worksheet 7A-Operating Expenses, Revenues, Net Operating Deficit and Total Project Budget**: This is an Excel table (provided in the workbook at the end of this section) that allows the proposer to present their operating costs, which are then divided by the estimated revenue miles to result in a cost per revenue bus-mile which will be the basis for invoicing and reimbursement. This is combined with the proposer’s estimates of revenues per mile to arrive at a net operating deficit for each of the three years. Chapters 5 and 6 of the Virginia Statewide Intercity Bus Study Update included estimates of ridership and revenues based on particular assumptions about fare levels. The Offeror may wish to utilize these estimates or revise them.

The Offeror should indicate the basis for its estimate of revenues (previous service experience, surveys, etc.) Worksheet 7A should be completed separately for each route or service and clearly marked. Because the anticipated contract is a two-year contract (with three potential one-year extensions), Worksheet 7A requires the proposer to present a separate operating cost estimate for each of the two years, allowing the proposer to reflect anticipated cost increases.

- **Worksheet 7B: Funding Using Standard Section 5311(f) Funding Ratios**: The proposer should complete this worksheet only if it intends to use this funding approach which requires local or carrier cash match. Otherwise, the Offeror should complete Worksheets 7C and 7D, below, for in-kind funding. Worksheet 7B provides an annual calculation for each of the two years of the proposed project, including the maximum 50 percent federal share and the required local or carrier cash match. If the proposer intends to utilize this funding approach, it is imperative that it identify the source of the local cash match and document the commitment of that source to provide the funding (with an attached letter or resolution). Note that fare revenue from this route cannot be used as a match.

- **Worksheet 7C: Description of Unsubsidized Connecting Service**: If the Offeror is planning to use the in-kind match method, this sheet is used to describe and determine the value of the service to be used as the match for the I-81 service. Note that the unsubsidized connecting route does not have to be operated by the Offeror, but the Offeror will have to document that the operator of the unsubsidized connecting service is willing to provide the value of that service as a match, along with a description of the service and its value based on the fully-allocated per-mile operating cost.

- **Worksheet 7D: Value of In-kind Match**: Based on the information developed in Worksheets 7A and 7C, this worksheet should be completed to determine if the value of the unsubsidized connecting service is adequate to provide the required match for the subsidized service to be operated by the Offeror

Offerors approved for participation in the intercity bus program must complete monthly report information documenting expenses by cost category, revenues by source, passenger trips, and days of operation and total miles, and the calculated performance measures of farebox recovery and subsidy per passenger for the route,
FEDERAL CLAUSES

The clauses on the following pages will be included in the contract with the selected Offeror and are provided here for information. Note that some clauses apply to all proposers, and some only to proposers receiving $100,000 or $150,000 or more in Federal Transit Administration Funding. It is expected that this project will exceed that amount.