



REQUEST FOR PROPOSALS
RFP# 107-12-15

Issue Date: May 31, 2012
Title: Environmental Corrective Action Plan Implementation
Issuing and Using Agency: GRTC Transit System
Attn: David Green
Director of Procurement
301 E. Belt Boulevard
Richmond, Virginia 23224

Proposals for furnishing the services described herein will be received until: 11:00 a.m. local time on July 20, 2012.

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 358-3871, extension #365.

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

In Compliance With This Request for Proposals and To All Conditions Imposed Therein and Hereby Incorporated By Reference, the Undersigned Offers and Agrees to Furnish the Services Described Herein in Accordance with the Attached Signed Proposal or as Mutually Agreed Upon by Subsequent Negotiation.

Name and Address of Firm:

Form fields for Name and Address of Firm, Date, By (Signature in Ink), Name (Please Print), Title, Telephone, Fax Number, FEI/FIN Number, and E-Mail Address.

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

If YES, Certification Number: _____

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

If YES, Certification Number: _____

PRE-PROPOSAL CONFERENCE WILL BE HELD: A Pre-Proposal Conference will be held on Friday, June 15, 2012 at 10:00am. Reference Section 1-8, Page 7 herein.

THIS SOLICITATION CONTAINS 44 PAGES

TABLE OF CONTENTS

SECTION 1— INSTRUCTIONS TO PROPOSERS 6

1-1 Introduction 6

1-2 Purpose..... 6

1-3 Proposal Submission 6

1-4 Postponement or Cancellation of Request for Proposals 6

1-5 Proposal Signature 6

1-6 Addenda..... 7

1-7 Procurement Schedule 7

1-8 Pre-Proposal Conference 7

1-9 Inquiries 7

1-10 Interpretation of RFP and Contract Documents 7

1-11 Approved Equal 7

1-12 Examination of RFP and Contract Documents 8

1-13 Cost of Proposals..... 8

1-14 Samples 8

1-15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals 8

1-16 Errors and Administrative Corrections 9

1-17 Compliance with RFP Terms and Attachments 9

1-18 Proposal Requirements 9

1-19 Collusion 11

1-20 Pricing, Taxes and Effective Date 11

1-21 Rejection of Proposals 12

1-22 Exclusionary or Discriminatory Specifications..... 12

1-23 Protest Procedures 12

1-24 Proposal Alternatives 13

1-25 Disadvantaged Business Enterprise (DBE) Participation..... 13

1-26 Small, Woman-Owned, and Minority-Owned Business Enterprise (SWAM) Participation..... 13

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD 16

2-1 General 16

2-2 Eligibility for Award..... 16

2-3 Evaluation of Proposals 16

2-4 Scoring and Evaluation Criteria 16

2-5 Competitive Range 17

2-6 Negotiations 17

2-7 Cost or Price Analysis..... 17

2-8 Contract Award 18

2-9 Execution of Contract and Notice to Proceed 18

2-10 Public Disclosure of Proposals 18

2-11 Conflicts of Interest and Non-Competitive Practices..... 18

2-12 Bonding Requirements 18

SECTION 3 – STATEMENT OF WORK..... 20

3-1 Background..... 20

3-2 Scope of Work 21

3-3 Project Completion Date 21

3-4 Davis Bacon Prevailing Wage Determination 22

ATTACHMENT A: VENDOR CHECKLIST..... 23

ATTACHMENT B: PROPOSAL AFFIDAVIT FOR: CAP IMPLEMENTATION 24

ATTACHMENT C: ADDUNDUM PAGE 28

ATTACHMENT D: REQUEST FOR CLARIFICATION / APPROVED EQUAL 28

ATTACHMENT E: INELIGIBLE PROPOSERS CERTIFICATION (Prime Contractors)..... 29

ATTACHMENT F: INELIGIBLE PROPOSERS CERTIFICATION (Subcontractors)..... 30

ATTACHMENT G: NON-COLLUSION AFFIDAVIT 31

ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION 32

ATTACHMENT I: BUY AMERICA CERTIFICATION 33

ATTACHMENT J: FIRM DATA SHEET 33

ATTACHMENT K: GOOD FAITH EFFORT (DBE)..... 35

ATTACHMENT L: DBE LETTER OF INTENT 37

ATTACHMENT M: DBE AFFIDAVIT..... 38

ATTACHMENT N: DBE UNAVAILABLE CERTIFICATION..... 39

ATTACHMENT O: GOOD FAITH EFFORT (SWAM)..... 40

ATTACHMENT P: SWAM LETTER OF INTENT 42

ATTACHMENT Q: SWAM AFFIDAVIT 43

ATTACHMENT R: SWAM UNAVAILABLE CERTIFICATION..... 44

DRAFT AGREEMENT EXHIBIT A
CORRECTIVE ACTION PLAN EXHIBIT B
DAVIS BACON WAGE DETERMINATION EXHIBIT C

DEFINITION OF WORDS AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day: Calendar Day.

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

DOT: Department of Transportation.

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

FTA: Federal Transit Administration.

GRTC: Greater Richmond Transit Company.

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

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

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

Provide: Furnish without additional charge.

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

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

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

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

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

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

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

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

VDMBE: Virginia Department of Minority Business Enterprise

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

SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

GRTC is the primary public transportation provider for the Richmond region. The company is a not-for-profit public service corporation jointly owned by the City of Richmond and Chesterfield County. Currently, GRTC operates 34 local routes and 11 express routes (including extended express routes) that provide transit service within the City of Richmond, Henrico County, and a small portion of Chesterfield County – a service area that accounts for more than 10 million passenger rides yearly. In addition to traditional fixed-route service, GRTC provides complementary ADA paratransit service, welfare-to-work transportation, and vanpool and carpool development services.

1-2 Purpose

In an effort to meet the regulatory compliance standards of the Virginia Department of Environmental Quality (VADEQ), GRTC seeks Engineering/Technical services for implementation of an environmental Corrective Action Plan (CAP) at our former operations facility located at 101 S. Davis Avenue in Richmond, VA. VADEQ approved the CAP on May 3, 2012. Scope of work consists of the installation of a Liquid Phase Hydrocarbon (LPH) skimming and recovery system associated with a LPH plume primarily in and under two Buildings on the site. The CAP provides for details for four types of recovery technologies as follows:

1. Skimmers
2. Passive Bailers
3. Enhanced Fluid Recovery using vacuum trucks
4. Manual recovery using a bailer or peristaltic pump

Additional scope includes reporting and post closure activities including six months of monthly post operation monitoring, preparation and submittal to VADEQ of Quarterly and Annual Reports, site closure and abandonment of all wells, preparation and submittal of reimbursement claim packages to VADEQ for payment from the Virginia Petroleum Storage Tank Fund, and general project management to oversee the petroleum cleanup.

1-3 Proposal Submission

The proposer will submit one (1) original proposal with the originals of all required certifications and affidavits along with six (6) hard copies of the proposal, required certificates and affidavits. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. The package containing the proposal must be clearly marked with the words "Proposal for Corrective Action Plan" and the time and date proposals are due.

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

1-4 Postponement or Cancellation of Request for Proposals

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

1-5 Proposal Signature

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

1-6 Addenda

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

1-7 Procurement Schedule

The projected schedule for this procurement is:

Request for Proposals available:	May 31, 2012
Pre-Proposal Conference:	June 15, 2012
Deadline for requests for clarification/changes to the RFP and requests for approved equals:	June 29, 2012
Deadline for addenda and responses to approved equal requests:	July 13, 2012
Proposals due by 11:00 a.m. local time:	July 20, 2012
Evaluation of proposals by selection committee and possible interviews:	July 23 – Aug 3, 2012
Contract negotiations:	August 6-10, 2012
Resolution to Award @ Board Meeting:	August 21, 2012
Contract signing/Notice to Proceed/Notice of Award:	August 24, 2012
Commencement of Project:	September 1, 2012

1-8 Pre-Proposal Conference

There will be a mandatory pre-proposal conference on June 15, 2012 at 10:00am at the work site located at 101 S. Davis Avenue, Richmond, VA 23220. Offerors are required to attend with a hardcopy of this solicitation. Attendance must be in person and will not be accommodated through conference call or any other means.

1-9 Inquiries

The proposer is required to show on all correspondence with GRTC the following: "Proposal for Corrective Action Plan." Any communication with GRTC should be written and directed to: David Green, Director of Procurement, GRTC Transit System, 301 E. Belt Boulevard, Richmond, VA 23224. Written communication may also be forwarded via facsimile to (804) 592-5390 or email to dgreen@ridegrtc.com. Correspondence will not be accepted by any other party. Contact with any other person may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP and Contract Documents

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

1-11 Approved Equal

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

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

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

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

1-12 Examination of RFP and Contract Documents

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

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

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

1-13 Cost of Proposals

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

1-14 Samples

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

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

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

1-16 Errors and Administrative Corrections

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

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

1-17 Compliance with RFP Terms and Attachments

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

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

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

1-18 Proposal Requirements

Proposals shall fully explain their ability to fulfill all requirements described in GRTC's Statement of Work. They must contain the following items and follow the exact sequence outlined below:

A. Cover Letter, providing the following information:

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

B. RFP Cover Page and Attachments A-R

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

C. Notice of Exception (if applicable)

D. Qualifications and Capabilities of the Firm(s)

1. Names, titles, and experience of key personnel proposed for the duration of the contract. In the event that oral presentations are conducted, the designated key personnel will be required to attend along with other representatives of the Proposer.

2. Provide a brief profile of the Proposer, including its principal line of business, year founded, form of organization, number and location of branch and home offices, location of office to service this account, number of employees, and a general description of the Proposer's financial condition, as well as the name, address, and telephone number of the Proposer's financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures) that may impede the Proposer's ability to perform the work.
3. Identify all qualifications and organizational capabilities that will establish the proposer as a satisfactory provider of the required work by reason of its strength and stability. Proposers must provide a statement of why they are most qualified to handle GRTC's project, describing why its services are suited for transit operations.
4. Identify subcontractors, if any, by company name, address, contact person, telephone number, and project function. Provide the same information for each subcontractor as requested above.

E. Related Experience and References

1. This section of the Proposal should establish the ability of the Proposer to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of other contracts; record of satisfactory performance on similar projects; and supportive customer references. Provide examples of similar contracts that Proposer has been awarded (indicating current status of each) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
2. For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.

F. Technical Proposal (to include)

1. Proposers must demonstrate their understanding of the project, describe their project approach, and explain how they will meet GRTC's needs. The merit of the proposed services will be judged largely on the basis of your narrative description. It is important that the proposal contain all information required for an effective review process.
2. A response to each line item in the Statement of Work (Section 3). Proposers will identify the response to each line item in the order the line item appears in the solicitation. The proposer will identify how the line item requirements will be met. This response will incorporate all approved equals and addenda to the RFP. Each response should be clearly defined and will include, but not be limited to, a detailed statement of how the Proposer intends to achieve full compliance, or an explanation of why full compliance cannot be attained.
3. To the extent that there are any disclaimers or caveats pertaining to the provision of services as described in GRTC's statement of work, they must be listed. Except as clearly stated in this section, it shall be assumed that GRTC's requirements shall supersede any and all such suggestions that may be described and/or included in the proposal.
4. Proposed project delivery schedule in days, phases, and/or steps. Identify the total length of time required to complete the project.

G. Proposer's Disadvantaged Business Enterprise (DBE) Program

GRTC treats offerors' compliance with good faith effort requirements for DBE programs as a matter of responsiveness. This contract requires offerors to submit the following information with their proposals:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of commitment to use DBE subcontractors whose participation it submits to meet a contract goal (Attachment J);
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime Contractor's commitment (Attachment L);
6. Evidence that proposed DBE is certified through the Virginia Department of Minority Business Enterprise (Attachment M); and
7. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment K for requirements.

H. Proposer's Small, Woman-Owned, and Minority-Owned Business Enterprise (SWAM) Program

GRTC treats offerors' compliance with good faith effort requirements as a matter of responsiveness. This contract requires the offerors to submit the following information with their proposals:

1. The names and addresses of SWAM firms that will participate in the contract;
2. A description of the work that each SWAM will perform;
3. The dollar amount of the participation of each SWAM firm participating;
4. Written documentation of commitment to use a SWAM subcontractor whose participation it submits to meet a contract goal (Attachment J);
5. Written and signed confirmation from the SWAM that it is participating in the contract as provided in the prime Contractor's commitment (Attachment P);
6. Evidence that proposed SWAM is certified through the Virginia Department of Minority Business Enterprise (Attachment Q); and
7. If the contract goal is not met, evidence of good faith efforts must be demonstrated. Refer to Attachment O for requirements.

1-19 Collusion

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

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

1-20 Pricing, Taxes and Effective Date

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

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

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

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

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

1-21 Rejection of Proposals

GRTC reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

1-22 Exclusionary or Discriminatory Specifications

GRTC agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. GRTC further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1-23 Protest Procedures

Any protest or objection to the Conditions and Specifications will be submitted for resolution to GRTC's CEO. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by GRTC if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to GRTC's CEO no later than seven (7) calendar days prior to the specified proposal opening date.

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

A. Protest Bond

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

B. Review Process

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

appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a Protest hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.

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

1-24 Proposal Alternatives

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

1-25 Disadvantaged Business Enterprise (DBE) Participation

GRTC has established a **10% DBE participation goal** for this project. For proposers to receive credit for the use of a DBE, the proposed DBE must be certified with the Virginia Department of Minority Business Enterprise (VDMBE) prior to the submission of the proposal. It is the policy of GRTC that Disadvantaged Business Enterprises (DBE's) as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor is encouraged to take all necessary and reasonable steps to ensure that DBE's have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the contractor intends to subcontract a portion of the services on the project, contractor is encouraged to contact DBE's to solicit their interest, capability and qualifications.

It is the policy of GRTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, GRTC encourages prime contractors to use DBE financial institutions whenever possible.

49 CFR Part 26 requires GRTC to collect certain data about firms attempting to participate in DOT contracts. This data must be provided on the enclosed Firm Data Sheet (Attachment J).

A. Certification

GRTC will use the Virginia Department of Minority Business Enterprise (VDMBE) as its DBE certification agent. VDMBE will use the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBE's in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. VDMBE will make its certification decisions based on the facts as a whole. DBE certification entitles contractors to participate in GRTC's DBE Program. However, this certification does not guarantee that the contractor will obtain work with GRTC.

B. Process

VDMBE's certification application form and documentation requirements can be made available if requested. For information about the certification process or to apply for certification, firms should contact:

Larry Hagin, DBE Liaison Officer
GRTC Transit System
301 E. Belt Boulevard
Richmond, Virginia 23224
804-358-3871
lhagin@ridegrtc.com

DBE certification guidelines and applications are also available online as PDF's at:

<http://www.dmb.state.va.us/>

1-26 Small, Woman-Owned, and Minority-Owned Business Enterprise (SWAM) Participation

GRTC has established a **10% SWAM participation goal** on this contract. For proposers to receive credit for the use of a SWAM, the proposed SWAM must be certified as a Small Business Enterprise (SBE), Woman-owned Business Enterprise (WBE), or Minority-owned Business Enterprise (MBE) by the Virginia Department of Minority Business Enterprise (VDMBE) prior to submission of the proposal. The SWAM participation is in addition to the Disadvantaged Business Enterprise (DBE) program and is not intended to be a replacement for compliance with the DBE participation as outlined in Subsection 1-25 of these project documents. GRTC is committed to the establishment, preservation, and strengthening of SWAMs.

It is the policy of GRTC that SWAMs, as defined by VDMBE, shall be able to compete fairly for this contract. These businesses will be solicited and encouraged to participate in the procurement activities of this project and records will be maintained documenting such efforts and participation. Further, GRTC encourages proposers to take all necessary and reasonable steps to ensure that SWAMs can equally compete for and perform services on the contract through partnerships, joint ventures, subcontracts and participation in any subsequent supplemental contracts.

If the proposer intends to subcontract a portion of the services on the project, it is encouraged to contact SWAMs to solicit their interest, capability, and qualifications. A searchable list of SWAM-certified vendors is available at the VDMBE web site, <http://www.dmb.state.va.us/> (click the link for "SWAM Vendors Search"). Additionally, a copy of this Request for Proposals will be provided to the following organizations:

- Virginia Department of Minority Business Enterprise—www.dmb.state.va.us
- Central Virginia Business and Construction Association—www.cvbca.com
- Metropolitan Business League—www.thembl.org
- Virginia Minority Supplier Development Council—www.vmsdc.org
- Virginia Hispanic Chamber of Commerce—www.vahcc.com

GRTC will collect certain data about firms attempting to participate in GRTC contracts. This data must be provided on the enclosed Firm Data Sheet (Attachment J), SWAM Letter of Intent (Attachment P), SWAM Affidavit (Attachment Q), and SWAM Unavailable Certification (Attachment R). Attachment S – the Monthly Contractor DBE/SWAM Progress Report Form is to be submitted w/each Contractor's payment request.

A. SWAM Participation

Any SWAM contractor, whether prime or subcontractor, must perform a commercially useful function. A SWAM performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. Furthermore, if the prime proposer is certified as a SWAM and intends to meet the contract goal through its own participation, the prime proposer must actually perform the stated percentage of SWAM participation with its own forces, rather than subcontracting the work to another firm. All contractors are advised that participation in contracts where no commercially useful function is performed by the SWAMs may result in decertification under applicable state statute. If, during the course of a procurement or resulting contract, GRTC discovers that a contractor has misrepresented its SWAM participation or is performing a smaller percentage of the contract than proposed (without cause), GRTC will first send formal notification to the contractor giving opportunity to cure the situation. If the situation is not resolved to GRTC's satisfaction, GRTC will send a letter to VDMBE notifying them of the discrepancy.

B. Certification

VDMBE is solely responsible for certification decisions. To be certified through the SWAM program, a firm must meet all certification eligibility standards as required by VDMBE. The corresponding certification is SBE, WBE, or MBE. The criteria for SBE are not more than 250 employees, or not more than \$10 million gross receipts averaged over a three-year period. The criteria for WBE are a least 51% owned and controlled by one or more women. The criteria for MBE are at least 51% owned and controlled by one or more persons of a minority race (minority includes Black, Hispanic, Native America, Asian-Pacific, and Subcontinental Asian. It does not include those of European or Middle-Eastern descent). Individuals must be legal residents of the USA. SWAM certification entitles contractors to participate in GRTC's SWAM program; however, this certification does not guarantee that the contractor will obtain work with GRTC.

C. Process

A firm must apply for certification through the Virginia Department of Minority Business Enterprise (VDMBE) and be certified as an SBE, WBE, or MBE prior to submission of the proposal. Contact VDMBE at (804) 786-5560 or (800) 235-0671. Certification guidelines and applications are also available online as PDFs at the following web site: <http://www.dmb.state.va.us>.

D. GRTC's SWAM Program

For information about GRTC's SWAM program, firms may contact:

Larry Hagin, DBE Liaison Officer
GRTC Transit System
301 E. Belt Boulevard
Richmond, Virginia 23224
804-358-3871
lhagin@ridegrtc.com

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD

2-1 General

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

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

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

2-2 Eligibility for Award

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

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
- B. Responsible proposers are those prospective Contractors who, at a minimum, must:
 - 1. have adequate financial resources, as required during performance of the Contract.
 - 2. are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 - 3. have a satisfactory record of past performance.
 - 4. have necessary technical capability to perform.
 - 5. certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 - 6. are qualified as a regular provider of the services being offered.
 - 7. allow GRTC or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
 - 8. are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2-3 Evaluation of Proposals

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

2-4 Scoring and Evaluation Criteria

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

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

- A. Price (25%)
- B. Project Understanding and Approach (25%)
- C. Organizational Background, Qualifications and Capabilities (15%)
- D. Related Experience and References (15%)
- E. Disadvantaged Business Enterprise Participation (10%)
- F. SWAM Business Enterprise Participation (10%)

2-5 Competitive Range

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

2-6 Negotiations

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

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

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

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

2-7 Cost or Price Analysis

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

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

2-8 Contract Award

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

2-9 Execution of Contract and Notice to Proceed

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

2-10 Public Disclosure of Proposals

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

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

2-11 Conflicts of Interest and Non-Competitive Practices

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

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

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

2-12 Bonding Requirements

- A. Proposal Bond – As security for the acceptance of the Contract, each proposal will be accompanied by a proposal bond or cashier's check. The amount of the bond or cashier's check shall equal five percent (5%) of the total proposed price and be payable to GRTC. Proposal guarantees from all proposers will be held by GRTC until all proposals submitted have been reviewed, and the proposals have either been rejected in whole or in part, or the award of the Contract has been made. Proposal deposits will be returned to unsuccessful proposers upon the award of the Contract. If the successful proposer to whom the Contract will have been awarded refuses to execute the Contract within ten (10) days after receipt of the Contract, the amount of the proposal deposit will be forfeited to and retained by GRTC as liquidated damages for such neglect or refusal, and GRTC may proceed to place the order with another company.
- B. Performance Bond – Within seven (7) calendar days of contract award, Contractor will furnish, at its own expense, a performance bond in an amount equal to one hundred percent (100%) of the Contract value. This bond will act as a guarantee of good faith on behalf of Contractor that the terms of the Contract will be complied with in every particular. The performance bond shall remain in effect until the contract expires.

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

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

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

- C. Payment Bond – Within seven (7) calendar days of contract award, Contractor will furnish, at its own expense, a payment bond in an amount equal to one hundred percent (100%) of the Contract value. This bond will act as a guarantee of good faith on behalf of Contractor assuring payment of all persons furnishing labor and material in connection with the work. The payment bond shall remain in effect until the contract expires.

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

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

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

SECTION 3 – STATEMENT OF WORK

3-1 Background

In December 2009, GRTC moved its Administration and Bus Operations from 101 S. Davis Avenue to 301 E. Belt Blvd in Richmond, VA. In 2010 GRTC began performing environmental due diligence on the 101 S. Davis Ave. property in preparation for eventual disposition and sale of the property. Following is a synopsis of those actions.

- March 2010: Completed Phase I Environmental Site Assessment (ESA). In the study the 6.8 acre site was divided into 14 “Areas” based on former use in each Area and potential for impact to soil and groundwater. The findings identified 6 recognized environmental conditions (RECs), 4 suspected RECs, and 4 historical RECs.
- September 2010: Phase II Environmental Site Assessment was performed to investigate the RECs and to generally characterize the site in anticipation of entering the site into the Virginia Voluntary Remediation Program (VRP). The following intrusive work was completed:
 - 104 soil borings conducted and logged;
 - 61 temporary monitoring wells installed;
 - 5 permanent monitoring wells installed;
 - 194 soil samples analyzed by a laboratory for potential contaminants of concern;
 - 58 groundwater samples analyzed by a laboratory for potential contaminants of concern, and;
 - 8 liquid-phase hydrocarbon (LPH) samples analyzed by a laboratory for “fingerprint” to identify the type of petroleum product. Five of the eight samples were reported to be primarily hydraulic fluid, transmission fluid and/or motor oil.
- During the Phase II, LPH was discovered in wells and reported to the Virginia Department of Environmental Quality (VDEQ). DEQ required GRTC to perform a Site Characterization Report (SCR) and submit for DEQ review/comments in accordance with the VDEQ’s Storage Tank Regulations and guidance.
- February 2011: A combined Site Characterization Report/Phase II ESA was submitted to VDEQ. Metals, volatile organic compounds, semi-volatile organic compounds, and one pesticide were identified in soil or groundwater above VRP screening levels. However, only compounds associated with petroleum hydrocarbons and the presence of LPH in wells onsite warranted further investigation.
- December 2010: An asbestos survey was performed and a report submitted to GRTC in February 2011. Asbestos was identified in three buildings. No further action was conducted regarding abatement or removal of asbestos given the buildings were not occupied and the potential for property transfer was uncertain.
- March 2011: VDEQ required additional intrusive site characterization work and submittal of an SCR Addendum Report. In general, VDEQ required interim recovery of LPH from wells, installation of additional permanent wells, subslab soil vapor sampling and analysis, and delineation of the off-site benzene plume southwest of the site.
- September 2011: SCR Addendum Report was submitted to VDEQ. The report concluded that LPH was adequately delineated on-site (i.e. LPH had not migrated off-site onto neighboring properties); the on-site dissolved benzene plume (i.e. groundwater plume) was delineated, and no unacceptable risk to human health or the environment was identified based on current land use on-site and off-site. The results of the study concluded that the primary remedial objective to meet the requirements for case closure with VDEQ Storage Tank program was removal of LPH to the maximum extent practicable.

The 11 hydraulic lift pits in Buildings 2 & 5 contain perched water (mix of water and LPH). 9VAC 25-580-270 UST technical regulations require the removal of free product to the maximum extent practicable to minimize the spread of contamination into previous uncontaminated zones. The

product thickness should be reduced to .01-feet or less unless continued recovery efforts cannot attain this minimum and more aggressive recovery methods are not warranted based upon lack of receptors, other considerations including the lack of product mobility, or excessive costs to try to recover the product in low risk scenarios. The following site characterization conclusions are noted to frame the discussion of the remediation goals:

- Risk assessment concluded no unacceptable risk to human health on-site or off-site;
 - No drinking water wells on-site or in the vicinity;
 - No surface water bodies on-site or within one-quarter mile;
 - No LPH observed in wells off-site;
 - The LPH plume is stable given the likely age of the release and relative low permeability of the soil;
 - The majority of the LPH in the subsurface is beneath vacant Buildings 2 and 5. The LPH was fingerprinted as mostly hydraulic fluid with some oil. This fluid is very low in volatile chemicals;
 - Results from quantitative risk assessment concluded that there is no unacceptable risk to human health or the environment as a result of the liquid, absorbed, dissolved, or vapor phase LPH at the site.
- November 2011: VDEQ required GRTC to develop and submit for review/approval a Corrective Action Plan (CAP). VDEQ also required the installation of additional wells for LPH recovery and continue interim recovery of LPH during development of the CAP.
 - March 2012: The CAP was submitted to VDEQ for review and approval. Two weeks after submission, VDEQ indicated by e-mail that then CAP will be approved in writing at the end of the public comment period (on or about end of April 2012).
 - May 2012: DEQ approved the CAP.

3-2 Scope of Work

The DEQ approved Corrective Action Plan (CAP) presents the conceptual design of an LPH skimming and recovery system associated with the LPH plume primarily in the areas of GRTC Buildings 2 and 5. GRTC is seeking qualified Consultants to implement the approved CAP at our 101 S. Davis Ave. site. The CAP provides the details for four types of LPH recovery technologies to be employed as follows:

1. Skimmers
2. Passive Bailers
3. Enhanced fluid recovery using mobile vacuum trucks, and
4. Manual recovery using a bailer or peristaltic pump.

A comprehensive matrix is included in the CAP which illustrates the wells that are included in the recovery effort and the schedule for rotating the technologies amongst the wells.

A brief summary of the requirements from the CAP, which are included in this scope of work, are listed below. Refer to the CAP for the complete scope of work.

1. Installation and development of five additional 6-inch diameter recovery wells, including drilling waste characterization and treatment/recycling (soil and water).
2. 26 Enhanced Fluid Recovery Events.
3. Automated Recovery of LPH using skimmers. This includes purchase of 3 automatic passive skimmer systems, and operations and maintenance for 3 years.
4. Passive LPH Recovery using passive bailers. This includes purchase of 13 passive bailers, and operations and maintenance for 3 years.
5. Manual LPH recovery and well gauging for 3 years. Start-up followed by twice-monthly LPH recovery for a period of 3 years (72 events).
6. Reporting and post closure activities including, six months of monthly post operation monitoring (6 months), preparation and submittal to VDEQ of 3 quarterly and 1 annual report each year (12 reports), site closure and abandonment of all 34 wells, preparation and submittal of reimbursement claim packages to VDEQ for payment from the Virginia Petroleum Storage Tank Fund (VPSTF), and general project management to oversee the petroleum cleanup and meetings w/GRTC, and shall

include at least 2 meetings a year (6 total) with VDEQ representatives for project coordination and updates.

Contractor is to prepare all necessary documentation and reimbursement claim packages for recording, submitting, and participation in the Virginia Petroleum Storage Tank Fund and be responsible for any questions and/or corrections and resubmittals.

GRTC acknowledges there is uncertainty in the duration of work needed to achieve removal of the LPH to the maximum extent practicable to the satisfaction of VDEQ. The project team has assumed three years in the approved CAP. However, it may take longer than three years to obtain the remedial endpoint. GRTC cannot guarantee the time to reach case closure. It should be noted that the scope of LPH recovery may change as recovery data becomes available during the implementation. It is common practice during remediation of "free product sites" such as this one to adjust, adapt, and or focus recovery efforts based on observations and data trends. The Contractor shall review data quarterly at a minimum, and provide recommendations to GRTC and VDEQ to optimize recovery in the quarterly reports. **Contractor is to obtain through their efforts listed above, petroleum release PC# 2011-4092 case closure letter from VDEQ.**

Contractor is to prepare a schedule and Gantt chart for implementation of the approved CAP for submittal to DEQ.

3-3 Project Completion Date

As agreed on by GRTC and the Contractor. The contract is expected to be completed no later than March 2016.

3-4 Davis Bacon Prevailing Wage Determination

This project is subject to the Davis Bacon wage determination General Decision: VA120114 dated February 24, 2012. Values are provided in Exhibit C.

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

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

	<u>Vendor Check-Off</u>	<u>GRTC Check-Off</u>
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A Vendor Checklist	_____	_____
Attachment B Proposal Affidavit	_____	_____
Attachment C Addendum Page	_____	_____
Attachment D Request for Clarification/Approved Equal	_____	_____
Attachment E Ineligible Proposers Certification (prime contractor)	_____	_____
Attachment F Ineligible Proposers Certification (subcontractors)	_____	_____
Attachment G Non-Collusion Affidavit	_____	_____
Attachment H Federal Lobbying Certification	_____	_____
Attachment I Buy America Certification	_____	_____
Attachment J Firm Data Sheet	_____	_____
Attachment L DBE Letter of Intent	_____	_____
Attachment M DBE Affidavit	_____	_____
Attachment N DBE Unavailable Certification	_____	_____
Attachment P SWAM Letter of Intent	_____	_____
Attachment Q SWAM Affidavit	_____	_____
Attachment R SWAM Unavailable Certification	_____	_____
Notice of Exception (if applicable)	_____	_____
Qualifications and Capabilities of the Firm(s)	_____	_____
Related Experience and References	_____	_____
Technical Proposal	_____	_____
Proposer's DBE Program	_____	_____
Proposer's SWAM Program	_____	_____
Proposal Bond	_____	_____

ATTACHMENT B: PROPOSAL AFFIDAVIT FOR: CAP IMPLEMENTATION

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

SIGNED : _____

TITLE: _____

FIRM NAME : _____

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

My Commission Expires: _____

PRICE PROPOSAL FOR CAP IMPLEMENTATION

1. ADDITIONAL RECOVERY WELL INSTALLATIONS				
Activity	Unit Type	Unit Price	No. of Units	Extended Cost
Well Installation	Well	\$		\$
Drilling Oversight / Logs	Well	\$		\$
Drilling Waste Characterization and Disposal	Well	\$		\$
General Project Management	%			\$
			Subtotal	\$
		Contingency	%	\$
			TOTAL	\$
2. ENHANCED FLUID RECOVERY – Tier 1 & 2 Wells and Hydraulic Pits (at Start-Up and Quarterly)				
Activity	Unit Type	Unit Price	No. of Units	Extended Cost
EFR at 16 Recovery Wells (4/yr x 3 yrs) Vac Truck	1 day	\$		\$
EFR at 12 Hydraulic Pits (4/yr x 1 yr) Vac Truck	1 day	\$		\$
Total Fluids disposal from wells (960 gals/event)	Gallon	\$		\$
Total Fluids disposal from pits (1200 gals/event)	Gallon	\$		\$
Technical oversight	Day	\$		\$
General Project Management	%			\$
			Subtotal	\$
		Contingency	%	\$
			TOTAL	\$
3. AUTOMATED RECOVERY OF LPH (Belt Skimmer Systems; 3 Tier 1 Wells)				
Activity	Unit Type	Unit Price	No. of Units	Extended Cost
Belt-Skimmer system purchase in installation	Each	\$		\$
First Week System Startups (once/Qtr)	Event	\$		\$
Twice-Monthly O&M	Event	\$		\$
Annual Skimmer System belt cleaning/replacement	Each	\$		\$
Electricity/Power	Month	\$		\$
LPH Characterization and Disposal	Gallon	\$		\$
General Project Management	%			\$
			Subtotal	\$
		Contingency	%	\$
			TOTAL	\$
4. PASSIVE LPH RECOVERY USING PASSIVE BAILERS (13 Tier 1 and Tier 2 Wells)				
Activity	Unit Type	Unit Price	No. of Units	Extended Cost
Passive Bailer Purchase and Installation	Each	\$		\$
Twice-Monthly O&M/recovery	Event	\$		\$
Annual Skimmer system filter replacement/repairs	Each	\$		\$
LPH Characterization and Disposal	Gallon	\$		\$
General Project Management	%			\$
			Subtotal	\$
		Contingency	%	\$
			TOTAL	\$
5. MANUAL LPH RECOVERY (9 Tier 3 Wells)				
Activity	Unit Type	Unit Price	No. of Units	Extended Cost
Monthly gauging and manual bailing (Tier 3 wells)	Event	\$		\$
Quarterly gauging of Tier 4 wells	Event	\$		\$
LPH Characterization and Disposal	Gallon	\$		\$
General Project Management	%			\$
			Subtotal	\$
		Contingency	%	\$
			TOTAL	\$

PRICE PROPOSAL FOR CAP IMPLEMENTATION

(continued)

6. REPORTING AND POST-CLOSURE ACTIVITIES				
Activity	Unit Type	Unit Price	No. of Units	Extended Cost
Quarterly Reporting (9 reports)	Report	\$		\$
Annual Reporting (3 reports)	Report	\$		\$
Monthly Post Operation Monitoring	Event	\$		\$
Post Operational Report	Report	\$		\$
Site Closure / Well Abandonments	Well	\$		\$
Site Restoration / Equipment Removal	Event	\$		\$
General Project Management	%			\$
			Subtotal	\$
		Contingency	%	\$
			TOTAL	\$
TOTAL CAP TASKS WITHOUT CONTINGENCY				\$
TOTAL CAP TASKS WITH CONTINGENCY				\$

ATTACHMENT C: ADDENDUM PAGE

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

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

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

Signature

Title

ATTACHMENT D: REQUEST FOR CLARIFICATION / APPROVED EQUAL

DATE: _____

PROPOSER: _____

SECTION: _____ PAGE: _____

PROPOSERS REQUEST:

GRTC RESPONSE:

APPROVED

DENIED

COMMENTS:

GRTC SIGNATURE _____ DATE _____

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

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

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

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

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

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

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

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

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

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

ATTORNEY'S SIGNATURE: _____

DATE: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

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

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

Signed

Firm Name

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

Notary Public

My Commission expires _____, 20

Proposer's E.I. Number _____(number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of ANY federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with THIS federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

ATTACHMENT I: BUY AMERICA CERTIFICATION

This procurement is subject to the Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate, as shown below, must be completed and submitted with the proposal. A proposal, which does not include the certificate, shall be considered non-responsive.

Certification of Compliance with Section 165(a)

The Proposer hereby certifies that it shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR Part 661.11.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

Certification of Non-Compliance with Section 165(a)

The Proposer hereby certifies that it cannot comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and regulations in 49 CFR Part 661.7.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

ATTACHMENT J: FIRM DATA SHEET

The prime contractor is responsible for submitting the information requested below on all firms on the project team, both prime and all subcontractors. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE Firm Certified by VDMBE
 N = DBE Firm Not Certified by VDMBE

NA = Firm Not Claiming DBE Status
 IP = Certification w/VDMBE In-Process

ATTACHMENT K: GOOD FAITH EFFORT

1. GRTC has established a 10% DBE contract participation goal on this contract. Therefore a proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The proposer can meet this requirement in either of two ways. First, the proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the proposer can document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. GRTC will use the good faith efforts mechanism as required by 49 CRF part 26. It is up to GRTC to make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. GRTC will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. As emphasized by the Department of Transportation, GRTC's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. GRTC will not require that a proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the proposer makes an adequate good faith effort showing. The rule specifically prohibits GRTC from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that GRTC will consider as part of the proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

ATTACHMENT K: GOOD FAITH EFFORT
(continued)

- c. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

ATTACHMENT L: DBE LETTER OF INTENT

To: _____
(Name of Prime Contractor)

The undersigned intends to perform work in connection with the above project as a DBE (check one)

_____ individual _____ corporation
_____ partnership _____ joint venture.

The Disadvantaged Business status of the undersigned is confirmed:
(a) on the reference list of Disadvantaged Business Enterprises dated _____, or
(b) on the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

At the following price:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Commencement Date	Projected Completion Date
_____	_____	_____
_____	_____	_____

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with GRTC.

Date _____

Name of Disadvantaged Business Enterprise

By _____

ATTACHMENT M: DBE AFFIDAVIT

STATE OF _____ (Date _____)

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the

(sole owner, partner, president, treasurer or other duly authorized official of a corporation) of

(Name of DBE)

and certifies that since the date of its certification by VDMBE (Virginia Department of Minority Business Enterprise), the certification has not been revoked nor has it expired nor has there been any change in the minority status of

(Name of DBE)

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20_____

(Notary Public)

NOTE: The offeror must attach the DBE's most recent certification letter or document to this affidavit.

ATTACHMENT N: DBE UNAVAILABLE CERTIFICATION

I, _____, _____
(Name) (Title)

of _____ certify that on _____
(Prime Contractor) (Date)

I contacted the following Disadvantaged Business Enterprise to obtain a bid for the following work items.

<u>Disadvantaged Contractor</u>	<u>Work Items Sought</u>	<u>Form of Bid Sought (i.e., unit price, materials & labor, labor only, etc.)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a bid for the following reason(s):

Signature: _____

Date: _____

_____ was offered an opportunity to bid on
(Name of Disadvantaged Business Enterprise)

the above identified work on _____ by _____.
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a bid on this project.

(Signature of Disadvantaged Business Enterprise)

(Title)

Date: _____

ATTACHMENT O: SWAM PROGRAM PARTICIPATION - GOOD FAITH EFFORT
(For information only – not to be returned)

1. GRTC has established a 10% contract goal on this contract. Therefore a proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The proposer can meet this goal in either of two ways. First, the proposer can meet the goal, documenting commitments for participation by SWAM firms sufficient for this purpose. Second, even if it doesn't meet the goal, the proposer can document adequate good faith efforts. This means that the proposer must show that it took all necessary and reasonable steps to achieve a SWAM goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SWAM participation, even if they were not fully successful.
2. GRTC shall make a fair and reasonable judgment as to whether a proposer that did not meet the goal made good faith efforts. GRTC will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer has made. The efforts employed by the proposer should be those that one could reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain SWAM participation sufficient to meet the SWAM contract goal. Mere pro forma efforts are not good faith efforts to meet the SWAM contract requirements. GRTC's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. GRTC will not require that a proposer meet a contract goal (i.e., obtain a specified amount of SWAM participation) in order to be awarded a contract, but the proposer must demonstrate adequate good faith efforts to meet the contract goal. GRTC will not ignore bona fide good faith efforts.
4. The following is a list of types of actions that GRTC will consider as part of the proposer's good faith efforts to obtain SWAM participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - a. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SWAMs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the SWAMs to respond to the solicitation. The proposer must determine with certainty if the SWAMs are interested by taking appropriate steps to follow up initial solicitations.
 - b. Selecting portions of the work to be performed by SWAMs in order to increase the likelihood that the SWAM goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SWAM participation, even when the contractor might otherwise prefer to perform these work items with its own forces.

ATTACHMENT O: SWAM GOOD FAITH EFFORT
(continued)

- c. Providing interested SWAMs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested SWAMs. It is the proposer's responsibility to make a portion of the work available to SWAM subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SWAM subcontractors and suppliers, so as to facilitate SWAM participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SWAMs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SWAMs to perform the work.

A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including SWAM subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SWAMs is not in itself sufficient reason for a proposer's failure to meet the contract SWAM goal, as long as such costs are reasonable. Also, the ability or desire of a contractor to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from SWAMs if the price difference is excessive or unreasonable.

- e. Not rejecting SWAMs as being unqualified without sound reasons based on a thorough investigation of their capabilities. Membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- f. Making efforts to assist interested SWAMs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- g. Making efforts to assist interested SWAMs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SWAMs.

ATTACHMENT P: SWAM LETTER OF INTENT

(Name of Proposer)

is committed to using the SBE, WBE and/or MBE-certified businesses listed below in the performance of the contract resulting from this solicitation.

Instructions to Prime Proposer: List the names of the SWAM businesses your firm intends to use during the performance of this contract. State whether each business is a SBE, WBE or MBE. Briefly identify the role of each business in the performance of the contract, and the amount (i.e., dollar value) of the work to be performed by each business. Use additional pages if necessary.

<u>Name of Businesses:</u>	<u>SBE, WBE or MBE</u>	<u>Role in contract</u>	<u>Amount (\$)</u>
----------------------------	------------------------	-------------------------	--------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Commitment for Utilization of SWAM Businesses:

\$ _____, representing _____ % of the total bid price.

Offeror understands and acknowledges that the percentages stated above represent a commitment by the Offeror to utilize SWAM businesses.

Date _____

Signature

Name/ Title (Print)

ATTACHMENT Q: SWAM AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn, deposes and says that he/she is the _____

_____ (sole owner, partner, president,

treasurer or other duly authorized official of a corporation) of _____

_____ (Name of SWAM firm)

which intends to perform the following work on this contract: _____

(Brief description of role in contract / work to be performed)

at a cost of \$_____ (Amount).

The undersigned certifies that:

_____ (Name of SWAM firm) is currently certified by the VDMBE as a SBE, WBE or MBE. The undersigned also certifies that since the date of its certification by VDMBE, the certification has not been revoked, nor has it expired, nor has there been any change in the status of the firm that would change the firm's certification.

(Signature)

(Name, Printed)

Sworn to before me this _____ day of _____, 20_____

(Notary Public)

NOTE: The Offeror must attach a copy of the SWAM's most recent certification letter or document to this affidavit.

ATTACHMENT R: SWAM UNAVAILABLE CERTIFICATION

I, _____; _____
(Name) (Title)

of _____ certify that on _____
(Proposer) (Date)

I contacted the following SWAM to obtain a bid for the following work items.

_____ (Name of SWAM firm)

Work Items: _____

To the best of my knowledge and belief, said SWAM firm was unavailable for work on this project, or unable to prepare a bid for the following reason(s):

_____ Date: _____
(Signature of Proposer)

Section Below Must Be Completed by SWAM firm listed above

_____ was offered an opportunity to bid on
(Name of SWAM)

the above identified work on _____ by _____
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a bid on this project.

_____ Date: _____
(Signature of SWAM)

(Title)