



VCU Procurement Services

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
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www.vcu.edu/procurement

August 30, 2023

Art Miesemer, Executive Vice President
RMA Worldwide Chauffeured Transportation
12270 Wilkins Avenue
Rockville, MD 20852

RE: Contract #: 8422966CK/C0000289
Renewal No.: One (1)
Current Purchase Order: P0187083

Dear Mr. Miesemer:

Your firm's contract with Virginia Commonwealth University (VCU) for Bus Transportation Services expires on July 31, 2024. VCU intends to exercise the renewal of this contract in accordance with:

- Section XXIII, Item P of Contract #: 8422966CK;

Your signature constitutes your firm's acceptance of this renewal. Services shall be provided in accordance with the contract for the renewal period: August 1, 2024 through July 31, 2029.

- ☐ Pricing remains the same as the previous contract period.
- ☒ Attached is the revised pricing in accordance with the contract terms.
- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, emailed to Steve Kessinger of VCU Risk Management at sbkessinger@vcu.edu.

Please return this document to me no later than September 7, 2023. Please email your response to me at ckersey2@vcu.edu. If you have any questions, please contact me at (804) 828-0163.

Sincerely,

Christopher C. Kersey, CPPB, CUPO
Procurement Category Manager

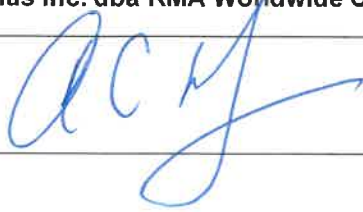
Contract #: 8422966CK/C0000289

RESPONSE:

Name of Firm

Errands Plus Inc. dba RMA Worldwide Chauffeured Transportation

Signature



Name Printed

Art Miesemer

Title

Executive Vice President

Date

October 12, 2023

RAM Ride – Hourly
Rate

Table A.

	Year 6	Year 7	Year 8	Year 9	Year 10
Current Rate	\$117.43	\$118.83	\$122.39	\$126.06	129.85
New Rate	\$118.83	\$122.39	\$126.06	\$129.85	133.74
% Increase	1.0	3.00	3.00	3.00	3.00

RAM Safe – Hourly Rate

Table B.

	Year 6	Year 7	Year 8	Year 9	Year 10
Current Rate	\$47.87	\$68.43	\$70.48	\$72.59	\$74.77
New Rate	\$68.43	\$70.48	\$72.59	\$74.77	\$77.02
% Increase	30.00	3.00	3.00	3.00	3.00



Procurement Services

SEVENTH AMENDMENT TO CONTRACT NO. 8422966CK
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ERRANDS PLUS, INC., DBA RMA WORLDWIDE

This SEVENTH Amendment to Contract No. 8422966CK by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Errands Plus, Inc. dba RMA Worldwide, hereinafter referred to as "Contractor", is entered into as of the date the last signature is affixed below.

WHEREAS, VCU and Contractor entered into Contract No. 8422966CK, dated July 2, 2019 ("the Contract"), which was amended by the First Amendment to the Contract dated August 30, 2019, the Second Amendment to the Contract dated September 1, 2020, the Third Amendment to the Contract dated December 18, 2020, the Fourth Amendment to the Contract dated April 23, 2021, the Fifth Amendment to the Contract dated August 24, 2021 and the Sixth Amendment to the Contract dated May 2, 2022.

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein; and

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section XXII, Paragraph O – Changes to the Contract.

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. Section XXIII, Paragraph K – Performance and Payment Bonds, shall be revised to read:

The successful Offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of one-half (1/2) of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office to or at the time of award.

If the Commonwealth elects to exercise the option to renew the contract, the Contractor shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of one-half (1/2) of the contract amount for the renewal period, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office.

2. Pursuant to authority granted under Section XXII.O. of this Agreement, the Parties mutually agree that as of August 1, 2023 that Purchasing Agency has no further obligation to pay one-half (1/2) of the Contractor's bond premium as cited and outlined in the Negotiated Clarification, Modification and Additional Terms section dated June 27, 2019. And, any such payment obligation is hereby terminated.
3. Effective August 1, 2023, The total hourly rate will be at \$117.43, which reflects the reduction of the Contractor's bond payment as stated in Paragraph 1 and the termination of VCU paying one-half of Contractor's bond premium as stated in Paragraph 2.
4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

**VIRGINIA COMMONWEALTH
UNIVERSITY**

By: _____

Printed Name: John McHugh

Title: Director, Procurement Services

Date: _____

CONTRACTOR

By: _____

Printed Name: Ari Muesene

Title: Executive Vice President

Date: 7/27/2023



VCU Procurement Services

SIXTH AMENDMENT TO CONTRACT NO. 8422966CK
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ERRANDS PLUS, INC., DBA RMA WORLDWIDE

This SIXTH Amendment to Contract No. 8422966CK by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Errands Plus, Inc. dba RMA Worldwide, hereinafter referred to as "Contractor", is entered into as of the date the last signature is affixed below.

WHEREAS, VCU and Contractor entered into Contract No. 8422966CK, dated July 2, 2019 ("the Contract"), which was amended by the First Amendment to the Contract dated August 30, 2019, the Second Amendment to the Contract dated September 1, 2020, the Third Amendment to the Contract dated December 18, 2020, the Fourth Amendment to the Contract dated April 23, 2021 and the Fifth Amendment to the Contract dated August 24, 2021; and

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein; and

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section XXII, Paragraph O – Changes to the Contract.

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. The I Deck Parking Garage is scheduled to be in service beginning in the month of April 2022.
2. The I Deck Parking Garage will increase its service hours by approximately 50, up to 72 service hours a day to the Contract.
3. The total hourly rate will be held at \$110.43, which reflects and includes VCU paying one-half of Contractor's bond premium.
4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

(signature page follows)

**VIRGINIA COMMONWEALTH
UNIVERSITY**

By: _____

Printed Name: John McHugh

Title: Director, Procurement Services

Date: _____

CONTRACTOR

By: _____

Printed Name: ART MIESEMER

Title: S.V.P.

Date: 4-27-2022



FIFTH AMENDMENT TO CONTRACT NO. 8422966CK
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ERRANDS PLUS, INC., DBA RMA WORLDWIDE

This FIFTH Amendment to Contract No. 8422966CK by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Errands Plus, Inc. dba RMA Worldwide, hereinafter referred to as "Contractor", is entered into as of the date the last signature is affixed below.

WHEREAS, VCU and Contractor entered into Contract No. 8422966CK, dated July 2, 2019 ("the Contract"), which was amended by the First Amendment to the Contract dated August 30, 2019, the Second Amendment to the Contract dated September 1, 2020, the Third Amendment to the Contract dated December 18, 2020 and the Fourth Amendment dated April 23, 2021; and

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein; and

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section XXII, Paragraph O – Changes to the Contract.

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. VCU and Contractor discontinued the M & R Lot Routes effective July 1, 2021.
2. The O Lot route will increase its service hours by approximately 21.5 hours per day.
3. VCU and Contractor agree to an increase of three percent (3%) in the third year of the Contract, with an hourly rate of \$109.06 from August 1, 2021 to July 31, 2022.
4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

(signature page follows)

**VIRGINIA COMMONWEALTH
UNIVERSITY**

By: _____

Printed Name: John McHugh

Title: Director, Procurement Services

Date: _____

CONTRACTOR

By: Art Miesemer

Printed Name: Art Miesemer




Title: Senior Vice President, Business Development

Date: 2021-08-20

Signature Certificate

Document Ref.: KGKAU-5S3CT-6BNV4-7N8QA

Document signed by:

	<p>Art Miesemer Verified E-mail: amiesemer@rmalimo.com</p>	 
<p>IP: 24.104.77.214 Date: 20 Aug 2021 17:41:43 UTC</p>		

Document completed by all parties on:
20 Aug 2021 17:41:43 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.





Procurement Services

FOURTH AMENDMENT TO CONTRACT NO. 8422966CK

BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ERRANDS PLUS, INC., DBA RMA WORLDWIDE

This FOURTH Amendment to Contract No. 8422966CK by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Errands Plus, Inc. dba RMA Worldwide, hereinafter referred to as "Contractor", is entered into as of the date the last signature is affixed below.

WHEREAS, VCU and Contractor entered into Contract No. 8422966CK, dated July 2, 2019 ("the Contract"), which was amended by the First Amendment to the Contract dated August 30, 2019, the Second Amendment to the Contract dated September 1, 2020 and the Third Amendment to the Contract dated December 18, 2020; and

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein; and

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein; and

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section XXII, Paragraph O – Changes to the Contract.

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. VCU and Contractor agreed to add an additional route, Eighth Street Parking Deck/Coliseum Deck, effective February 8, 2021.
2. The service hours will be approximately 14.5 hours per day.
3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

**VIRGINIA COMMONWEALTH
UNIVERSITY**

By: _____

Printed Name: John McHugh

Title: Director, Procurement Services

Date: _____

CONTRACTOR

By: _____

Printed Name: ART Miesemer

Title: S.V.P. BUSINESS Development

Date: 4/12/21



VCU Procurement Services

THIRD AMENDMENT TO CONTRACT NO. 8422966CK
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ERRANDS PLUS, INC., DBA RMA WORLDWIDE

This THIRD Amendment to Contract No. 8422966CK by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Errands Plus, Inc. dba RMA Worldwide, hereinafter referred to as "Contractor", is entered into as of the _____ day of December, 2020.

WHEREAS, VCU and Contractor entered into Contract No. 8422966CK, dated July 2, 2019 ("the Contract"), which was amended by the First Amendment to the Contract dated August 30, 2019, and the Second Amendment to the Contract dated September 1, 2020;

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section XXII, Paragraph O – Changes to the Contract,

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. VCU and Contractor agree to add an additional route, Parking Lot O at 2100 Mecklenburg Street, Richmond, VA, which will permanently replace Parking Lot I.
2. Subscribers from Lot I will move to Lot O effective January 1, 2021.
3. The service hours will be approximately 37 hours per day but could fluctuate based on COVID restrictions and demand.
4. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

**VIRGINIA COMMONWEALTH
UNIVERSITY**

By: _____

Printed Name: John McHugh

Title: Director, Procurement Services

Date: _____

CONTRACTOR

By: _____

Printed Name: ART MIESEMER

Title: SVP Business Development

Date: 12/17/2020



Procurement Services

SECOND AMENDMENT TO CONTRACT NO. 8422966CK
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ERRANDS PLUS, INC, DBA RMA WORLDWIDE

This SECOND Amendment to Contract No. 8422966CK by and between Virginia Commonwealth University, hereinafter referred to as "VCU", and Errands Plus, Inc dba RMA Worldwide, hereinafter referred to as "Contractor", is entered into as of the 31st day of August, 2020.

WHEREAS, VCU and Contractor entered into Contract No. 8422966CK, dated July 2, 2019 ("the Contract"); and which was amended by the First Amendment to the Contract dated August 30, 2019;

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section XXII, Paragraph O – changes to the Contract,

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. VCU and Contractor agree to hold the RamRide hourly rates for the August 1, 2020 – July 31, 2021 Rate Year at \$105.88. The total hourly rate will be held at \$107.25, which reflects and includes VCU paying one-half of Contractor's bond premium.
2. VCU and Contractor agree to increase the hourly rate for RamRide Buses by four percent (4%) for years 3 to 5 of the Contract if the following benchmarks are met by Contractor and approved by VCU:
 - a. Contractor agrees to have the new bus fleet in service by January 1, 2021.
 - b. Contractor agrees to have their new management structure documented for VCU and in place by January 1, 2021.
 - c. Rates are determined via Table A below:

Table A.

	Year 2	Year 3	Year 4	Year 5
Current Rate	\$105.88	\$105.88	\$110.12	114.52
New Rate	\$105.88	\$110.12	\$114.52	119.10
% Increase	0.00000	4.00	4.00	4.00

3. Section XXIII, Special Terms and Conditions, B. CANCELLATION OF CONTRACT shall be revised to state the following:
The Contract may only be terminated without cause by either party, without penalty, after the initial sixty (60) months of the contract period. Such termination will be effected by the terminating party providing 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

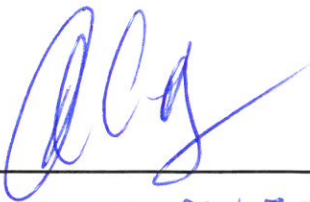
This Amendment shall become effective upon execution of this Amendment by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

**VIRGINIA COMMONWEALTH
UNIVERSITY**

DocuSigned by:
By: John McHugh
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Printed Name: John McHugh
Title: Director, Procurement Services
Date: 9/1/2020

CONTRACTOR

By: 
Printed Name: ART MIESEMER
Title: SVP BUSINESS Development
Date: 8/27/2020



VCU

Procurement Services

**FIRST AMENDMENT TO CONTRACT NO. 8422966CK
BY AND BETWEEN
VIRGINIA COMMONWEALTH UNIVERSITY
AND
ERRANDS PLUS, INC, DBA RMA WORLDWIDE**

This FIRST Amendment to Contract No. 8422966CK by and between Virginia Commonwealth University, hereafter referred to as "VCU", and Errands Plus, Inc dba RMA Worldwide, hereinafter referred to as "Contractor", is entered into as of the 29th day of January, 2020.

WHEREAS, VCU and Contractor entered into Contract No. 8422966CK, dated July 2, 2019 ("the Contract");

WHEREAS, VCU desires to continue to obtain the goods and services that Contractor offers as revised herein;

WHEREAS, Contractor agrees to continue to provide the goods and services to VCU as revised herein;

WHEREAS, VCU and Contractor desire to revise the Contract in accordance with Section XXII, Paragraph O – changes to the Contract,

NOW THEREFORE, VCU and Contractor agree to enter into this Amendment to allow the following changes and additions to the Contract:

1. VCU and Contractor agree that the Charter Bus Rates shall be revised in accordance with the rate schedule in Attachment A.

This Amendment shall become effective upon execution of this Amendment by VCU and Contractor. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed, intending thereby to be legally bound.

**VIRGINIA COMMONWEALTH
UNIVERSITY**

DocuSigned by:

By: Mark E. Roberts

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Printed Name: Mark E. Roberts

Title: Director, Procurement Services

Date: 1/29/2020

CONTRACTOR

By: 

Printed Name: ART Miesemer

Title: S.V.P. Business Development

Date: 1/29/2020



Procurement Services

ATTACHMENT A

Vehicle Type: 26 Passenger Minibus

1 hour	\$280.00	6 hours	\$520.00
2 hours	\$280.00	7 hours	\$600.00
3 hours	\$280.00	8 hours	\$680.00
4 hours	\$360.00	9 hours	\$760.00
5 hours	\$440.00	10 hours	\$840.00

**26 Passenger Minibus are subject to a 3 hour minimum with 1/2 hour for garage time added on. Additional hours after 3 hours are billed at \$80.00 per hour.

Vehicle Type: 38 Passenger MiniCoach

1 hour	\$500.00	6 hours	\$700.00
2 hours	\$500.00	7 hours	\$800.00
3 hours	\$500.00	8 hours	\$900.00
4 hours	\$500.00	9 hours	\$1,000.00
5 hours	\$600.00	10 hours	\$1,100.00

**38 Passenger MiniCoaches are subject to a 4 hour minimum with 1 hour for garage time added on. Additional hours after 4 hours are billed at \$100.00 per hour.

Vehicle Type: 56 Passenger Motor Coach

1 hour	\$600.00	6 hours	\$840.00
2 hours	\$600.00	7 hours	\$960.00
3 hours	\$600.00	8 hours	\$1,080.00
4 hours	\$600.00	9 hours	\$1,170.00
5 hours	\$720.00	10 hours	\$1,290.00

**56 Passenger Motor Coaches are subject to a 4 hour minimum with 1 hour for garage time added on. Additional hours after 4 hours are billed at \$120.00 per hour.



VCU

Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 8422966CK

This Contract entered into by Errands Plus, Inc. dba RMA Worldwide, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF PERFORMANCE: From the execution of the contract by both parties with a start date of August 1, 2019, through five (5) years with one (1) five (5)-year renewal option.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The Contract Documents shall consist of the following, and in the event of any conflict or inconsistency between the provisions of the Contract Documents, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- (1) This signed form;
- (2) The Negotiated Modifications, Clarifications, and Additions to the Contract dated June 14, 2019; and
- (3) The Request for Proposals # 8422966CK dated December 21, 2018 including Addendum 3, dated February 6, 2019, Addendum 2, dated January 25, 2019, Addendum 1 dated January 11, 2019; and
- (4) The Contractor's Proposal dated February 4, 2019.

All of which documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: RMA WORLDWIDE **PURCHASING AGENCY:**

ERRANDS PLUS INC. dba

Virginia Commonwealth University

By: [Signature]

By: [Signature]

Name Printed: Robert Alexander

Name Printed: Karol Kain Gray

Title: CEO / President

Title: Senior VP and CFO

Date: JUNE 26, 2019

Date: 7/2/19

NEGOTIATED CLARIFICATIONS, MODIFICATIONS, AND ADDITIONS TO CONTRACT

Date: June 27, 2019

RFP #8422966CK, Bus Transportation Services

Purchasing Agency and Contractor agree as follows:

Contractor's proposed pricing shall be modified to read as follows:

Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
Fixed Routes (RamRide, without Campus Connector)	HR	27,216	\$107.25	\$2,918,916.00
Point to Point Safe Ride Shuttle Service (RamSafe)	HR	28,800	\$47.87	\$1,378,656.00
Total Net Proposal Price				\$4,297,572.00

Purchasing Agency agrees to pay one-half (1/2) of the Contractor's bond premium of \$74,555.00. The payment of \$37,277.50 will be applied to the hourly wage.

Purchasing Agency and Contractor agree that RMA shall have back-up buses available if a vehicle is out of service for an extended period of time to avoid any interruption of service, in which liquidated damages will not be applied.

Purchasing Agency and Contractor agree that RMA will charge an all-in \$120.00 per hour rate, with a 4 hour minimum and 1 hour added for travel time to the pick-up. This would be in RMA's non-VCU branded charter fleet.

Section XXIII, Special Terms and Conditions, B. CANCELLATION OF CONTRACT shall be revised to read:

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial thirty-six (36) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

Section XXIII, Special Terms and Conditions shall have the following clause added:

Y. TERMINATION OF CONTRACT: VCU may terminate this contract if Contractor materially breaches this contract and such breach is not cured within thirty (30) days after written notice to Contractor.



VCU Procurement Services

RFP 8422966CK BUS TRANSPORTATION SERVICES

NEGOTIATION TALKING POINTS ERRANDS PLUS INC., dba RMA WORLDWIDE

1. Please provide updated pricing to show any reductions/savings that would benefit VCU. Please look specifically at reducing pricing for fixed route (w/o Campus Connector) to within \$85-\$95/hr. Please consider a price reduction for Charter Services.

Please see attached.

2. VCU would like access to real-time video for incidents with iDrive and other cameras, immediately after the incident(s).

RMA will immediately provide to VCU, via e-mail, any recorded incidents upon request.

3. Please detail your plan for an Internship Program or Community Outreach within the VCU and Richmond Community.

Please see attached.

4. Who will be VCU's dedicated Project Manager for the day-to-day operations?

Mike Pagano has been assigned to be the dedicated Project Manager. Mike will oversee day to day operations from the General Manager on down.

5. For the 24/7/365 Customer Service, will the calls go to a call center or is it dedicated staff to VCU? Will it apply to after-hours after well?

RMA will maintain 24/7 branch operations in its Richmond location. Customer Care and/or dispatch will always be available anytime of day or evening.

6. What can you offer of additional value to VCU at no additional cost? This could be products or services.

RMA is happy to provide additional value to VCU. RMA will provide to VCU 15 complimentary hours of service per month to be used at its discretion.

This would include any vehicle of choice from a luxury sedan, SUV, Mini Bus or Coach Bus.

7. What is your contingency plan in the event of a charter bus breakdown?

RMA's business model is to maintain and operate a fleet of late model vehicles to include buses. They are always well maintained and mostly under warranty. On the rare occasion of a breakdown, RMA is fortunate to have strong affiliate relations throughout the country. Robert Alexander serves on the board of directors for the National Limousine Association and as members of the American Bus Association and the United Motor Coach Association, we are very well connected. In the event of a breakdown, VCU would immediately be notified. Our resolve would be communicated in a timely manner. If necessary, we can typically have a replacement bus on location within 90 minutes. As an example, just last week one of our new buses experienced a malfunction in Blacksburg, VA. We had a replacement bus there in 45 minutes.

3. Please detail a plan for an Internship Program or Community Outreach within the VCU and Richmond Community.

RMA plans to be actively involved within the VCU and Richmond Communities. We realize that as a business, it is mutually beneficial for us to volunteer our time and services to the public. RMA is currently active with several charities such as Make-A-Wish; in the Baltimore/Washington, DC area. RMA will gladly expand this and other opportunities in the Richmond area.

Through the internship program with VCU, RMA looks forward to offering an educational environment that will provide real-world experiences to VCU students. (This would be accomplished with a training and hiring initiative for future employees.)

Our intern coordinator will implement a training/learning environment that will offer VCU students valuable skills that will foster success both in the transportation industry and other logistic based organizations.

JOB TYPE: Part-time, Internship

INTERN DESCRIPTION:

The intern will gain hands-on experience in the world of Corporate Travel Industry (Chauffeured Driven). Students will gain valuable knowledge & skills and professional development.

Interns will receive exposure to a variety of roles, including: Guest Service relations, computerized reservation and dispatch systems with our Sant Cruz platform. Interns will also be exposure to the following departments:

FEATURED DEPARTMENTS:

- Reservations
- Dispatch
- Chauffeurs/Drivers
- Vehicle Maintenance
- Accounting
- Marketing

JOBS DUTIES & RESPONSIBILITIES:

- Interact with RMA associates, supervisors and management learning the department functions.
- Observe, learn and participate in office functions.
- Shadow multiple office positions (RMA team members) and train in a variety of operational tasks and responsibilities.
- Learn various office functions and demonstrate knowledge by performing some of the roles under the supervision of office personnel.

QUALIFICATION AND SPECIAL SKILLS REQUIRED:

- Strong organizational skills with attention to detail
- Strong customer service skills
- Strong communication and organizational skills with the ability to multi-task.
- Ability to work in a fast -paced environment with personal flexibility to meet changing business needs.
- Proficient in the use of MS Word and Excel.

In addition to our internship program, we would expand our current community outreach programs to the Richmond area. We currently work the Maryland Department of Transportation where we have “adopted a mile” (Adopt-a Highway Program). This program provides an opportunity for RMA employees to volunteer their time to help maintain and clean these roadways.

RMA’s COMMUNITY OUTREACH PROGRAMS:

- Multiple Sclerosis Society
- The Children’s Inn at NIH
- National Breast Cancer Foundation, Inc.
- Toys for Tots
- Ronald McDonald House
- Make-A-Wish Foundation

RFP # 8422966CK - BUS TRANSPORTATION SERVICES
ATTACHMENT I - COST BREAKDOWN FOR ALL ROUTES

VCU RamRide

Cost Breakdown by Route

ALL PARKING LOT ROUTES

RMA WORLDWIDE CHAUFFEURED TRANSPORTATION

Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<i>Direct Labor Staff Costs</i>						
Direct Labor	\$1,145,614.00	\$1,179,982.42	\$1,215,381.89	\$1,215,381.89	\$1,215,381.89	\$5,971,742.10
Other Personnel Expense (benefits, taxes, insurance)	\$375,636.64	\$386,905.74	\$398,512.91	\$398,512.91	\$398,512.91	\$1,958,081.11
Total Payroll and Benefits	\$1,521,250.64	\$1,566,888.16	\$1,613,894.80	\$1,613,894.80	\$1,613,894.80	\$7,929,823.21
<i>Other Direct Costs</i>						
General & Administrative Support	\$353,496.97	\$364,101.88	\$375,024.94	\$375,024.94	\$375,024.94	\$1,842,673.66
Vehicle Maintenance/Repair	\$164,000.00	\$168,920.00	\$173,987.60	\$173,987.60	\$173,987.60	\$854,882.80
Vehicle Insurance	\$212,800.00	\$219,184.00	\$225,759.52	\$225,759.52	\$225,759.52	\$1,109,262.56
Vehicle Purchase	\$1,120,000.00	\$1,153,600.00	\$1,188,208.00	\$1,188,208.00	\$1,188,208.00	\$5,838,224.00
Depreciation of Vehicles (\$35k per year per vehicle est.)	-\$490,000.00	-\$490,000.00	-\$490,000.00	-\$490,000.00	-\$490,000.00	-\$2,450,000.00
Other Overhead (Not to exceed 3% of Total Other Direct Costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Direct Costs	\$1,360,296.97	\$1,415,805.88	\$1,472,980.06	\$1,472,980.06	\$1,472,980.06	\$7,195,043.02
Total Net Cost	\$2,881,547.61	\$2,982,694.04	\$3,086,874.86	\$3,086,874.86	\$3,086,874.86	\$15,124,866.23
Total Yearly Hours	27216	27216	27216	27216	27216	136080
Total Cost Per Hour	\$105.88	\$109.59	\$113.42	\$113.42	\$113.42	\$111.15



VCU Procurement Services

Request for Proposals

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
#8422966CK**

Issue Date: DECEMBER 21, 2018
Title: BUS TRANSPORTATION SERVICES
Issuing and Using Agency: Virginia Commonwealth University (VCU)
Direct Inquiries to: CHRISTOPHER C. KERSEY, CPPB, CUPO
ckersey2@vcu.edu

Proposal Due Date (Firm): JANUARY 30, 2019
2:00 PM

Proposal Delivery Addresses: VCU
Procurement Services – Proposal Processing
912 W. Grace Street, 5th Floor
Richmond, VA 23284

Note: Do not send via US Mail.

Access to Solicitation: This solicitation and any addenda are posted and may be accessed at any time at: <http://www.eva.virginia.gov>



A VASCUPP Member Institution

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
BUS TRANSPORTATION SERVICES
#8422966CK**

OFFER FORM

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. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**

A. GENERAL INFORMATION:

Name & Address of Firm:

<p>_____</p> <p>_____</p> <p>_____ Zip Code _____</p> <p>E-Mail Address: _____</p> <p>Telephone: (____) _____</p> <p>Toll free, if available</p> <p>DUNS NO.: _____</p>	<p>Date: _____</p> <p>By (Signature In Ink): _____</p> <p>Name Typed: _____</p> <p>Title: _____</p> <p>Fax Number: (____) _____</p> <p>Toll free, if available</p> <p>FEI/FIN NO.: _____</p>
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B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS: () YES () NO	WOMEN-OWNED: () YES () NO	
REGISTERED WITH eVA: () YES () NO	SMALL BUSINESS: () YES () NO	
VIRGINIA DSBSD CERTIFIED: () YES () NO	VIRGINIA DSBSD CERTIFICATION#:	_____

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

Check the box to the left "if" your proposal contains proprietary or confidential information. If so, <i>add an attachment sheet to this form with details.</i>	See Paragraph X for more information
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___
Addendum #		Addendum #	
Addendum Date	___/___/___	Addendum Date	___/___/___

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to establish a term contract with a qualified vendor that can provide Fixed Route Transit Services and an option for Point to Point Safety Shuttle Service for Virginia Commonwealth University (VCU), an agency of the Commonwealth of Virginia.

Term: The initial contract term shall be five (5)-years, with the option of one (1) five (5)-year renewal, to be executed upon mutual signed agreement of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of "Highest Research Activity" and "Community Engaged." As one of the nation's top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children's Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU's 17 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf,

men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

III. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 11:00 AM on January 14, 2019 at:

**VCU Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284**

For directions and paid parking information visit:

<https://parking.vcu.edu/parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to Christopher C. Kersey at ckersey2@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
866-842-5779 (United States and Canada)
832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

IV. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. Background Information:

1. Transit Services:
 - a) The Virginia Commonwealth University, Office of Parking and Transportation Services provides fixed route shuttle transit services (RamRide) and point to point shared safe ride service (RamSafe) for college students, faculty and staff, alumni, and visitors.
2. Fixed Routes (RamRide):
 - a) VCU Currently has transit services within and between the Monroe Park Campus (MPC) and the MCV Campus through 6 distinct routes:
 - b) Total ridership in 2018 was 1.2 million passengers and 1.3 million passengers in 2017.
 - c) There are existing designated stops and shelters along the routes.
 - d) Road closures and certain holidays may impact RamRides operating times and areas; however, notifications will be posted in advance.
 - e) Service Operations
 - i. Varying number of buses on road scheduled to meet needs. There are up to 14 buses on the road at any point in time.
 - f) Operating Stock is owned by our current vendor as will be the case in this contract.

- i. All vehicles seat a minimum of 28 passengers and have standing room for additional passengers. See requirements in I. Vehicle Requirements for both Fixed Route and Point to point Services.
- g) Routes and Schedules:
 - i. Current hours of service, days of service, and break period services are listed below.
 - (1) Ram Ride Campus Connector operates year round between the MCV Campus and the MPC. (The Campus Connector Service may be terminated prior to contract award.)
 - (a) Spring and Fall Semesters from mid-August to mid-May:
 - (i) Buses or as needed to keep 10 minute headways until 8:00 PM and on weekends where 2 buses are used to keep 15 minute headways.
 - (ii) Monday through Friday hours are from 6:00 am to 12:00 am.
 - (iii) Saturday and Sunday hours are from 8:00 am to 12:00 am
 - (b) Summer Semester – mid-May to mid-August:
 - (i) 2 buses or as needed to keep 15 minute headways
 - (ii) Monday through Friday hours are from 7:00 am to 7:00 pm.
 - (iii) Saturday and Sunday – No Service
 - (c) Winter and Spring Breaks
 - (i) 2 buses or as needed to keep 15 minute headways
 - (ii) Monday through Friday hours are from 7:00 am to 7:00 pm.
 - (iii) Saturday and Sunday – No Service
 - ii. There are four (4) lots/parking facilities that are serviced by shuttles for faculty, staff, and students.
 - (1) Ram Ride I Lot Route year round service
 - (a) 2 buses to provide approximately 10 minute headways during peaks, 1 bus between peak periods
 - (b) Monday through Friday hours are from 5:30 am to 8:00 pm
 - (c) Saturday and Sunday – No Service
 - (2) RamRide A Lot Route year round service
 - (a) 2 buses to provide approximately 10 minute headways, 3 buses are used during peak periods to address capacity issues
 - (b) Monday through Friday hours are from 4:00 to 8:00 pm
 - (c) Saturday and Sunday – No Service
 - (3) RamRide M Lot Route Year Round Service - Peak Service Only (3 buses)
 - (a) Monday through Friday
 - (i) Morning peak hours are 6:30 am to 8:30 am
 - (ii) Afternoon peak hours are 4:30 pm to 6:30 pm
 - (iii) Saturday and Sunday - No service
 - (4) RamRide R Lot Route year round service peak service only (3 buses)
 - (a) Monday through Friday
 - (i) Morning peak hours are 6:30 am to 8:30 am

- (ii) Afternoon peak hours are 4:30 pm to 6:30 pm
 - (iii) Saturday and Sunday - No service
- (5) RamRide M & R Lot Route year round service (2 buses)
 - (a) Monday through Friday
 - (i) 5:00 am to 6:30 am
 - (ii) 8:30 am to 4:30 pm
 - (iii) 6:30 pm to 12 am
 - (iv) Saturday and Sunday - No service
- iii. On-Call Charter Availability
 - (1) The Contractor should be available to provide charter service to VCU for Local charters within the City of Richmond and out to a 100 mile radius from the Monroe Park Campus.
 - (a) This service should be provided if the equipment and personnel are available.
 - (i) Prior approval to utilize VCU logo equipment must be received from the VCU Manager of Transportation and Fleet (or designee)
 - (ii) These local charters should be provided at the contract rate.
 - (2) Charters outside the 100 mile radius may be offered, however non VCU logo equipment must be used, and charter rates determined by the Contractor may be applied.

3. Point to Point Safe Ride Shuttle Service (RamSafe):

- a) RamSafe is the point-to-point evening transportation service dedicated for VCU students, faculty and staff. The program provides safe and free transportation to on-campus locations and nearby residences and buildings within defined boundaries on the Monroe Park and MCV campuses.
 - i. Service operations: Varying numbers of shuttles depending upon demand, current operations have up to 7 shuttles on the road at times and a minimum of 2. The target is to maintain wait times below 15 minutes, with none to exceed 20 minutes.
 - (1) Current operating stock consisting of 16 vehicles: to be purchased by the contract awardee at fair market value; to be determined by evaluation and comparison of 3 similar vehicles in this market at retail value.
 - (2) 13 Ford Cut Away Vehicles ranging to a capacity of 25 passengers
 - (3) 1 Dodge Caravan 7 passenger capacity
 - (4) 2 Ford Econoline 12 passenger vans
 - ii. Schedule:
 - (1) MPC (Monroe Park Campus) - 365 days a year from 5:00 pm to 8:00 am
 - (2) Cross Campus Service – Aligned with RamRide Campus Connector hours
 - (a) Fall Semester and Spring Semester
 - (b) Monday through Friday hours are from 12:00 am to 6:00 am
 - (c) Saturday and Sunday hours are from 12:00 am to 7:30 am
 - (3) Summer Semester and breaks
 - i. Monday through Friday hours are from 7:00 pm to 6:45 am

- ii. Saturday and Sunday hours are from 5:00 pm to 7:30 am
- iii. Operational area: within VCU's jurisdiction.
- iv. Other:
 - (1) Road closures and certain holidays may impact RamSafe's operating times and areas; however, notifications will be posted in advance.
- v. On-Call Charter Availability
 - (1) The Contractor should be available to provide charter service to VCU for Local charters within the City of Richmond and out to a 100 mile radius from the Monroe Park Campus.
 - (a) This service should be provided if the equipment and personnel are available.
 - (i) Prior approval to utilize VCU logo equipment must be received from the VCU Manager of Transportation and Fleet (or designee)
 - (ii) These local charters should be provided at the contract rate.
 - (2) Charters outside the 100 mile radius may be offered, however non VCU logo equipment must be used, and charter rates determined by the Contractor may be applied.

B. General Service Requirements:

1. At Minimum, the Contractor:

- a) Should provide and manage, safe, cost effective fixed route shuttle transit and point to point services in, and in response to this RFP.
- b) Shall furnish and pay all costs associated with equipment and personnel necessary to provide and facilitate the shuttle transit and point to point services specified in, and in response to, this RFP, to include but not limited to:
 - i. Vehicles – to include, but not limited: Fuel, insurance, equipment, tools, maintenance/repairs, materials, supplies, incidentals, and all other related goods/services; and
 - ii. Personnel – To include, but not limited to professional, a local manager, road supervisors, and experienced operators (labor) with proper licensure and/or certifications to operate transit equipment, supervision, maintenance and repair services, criminal background checks, drug/alcohol testing, and all other related goods/ services.
- c) Shall comply with all applicable city ordinances, state and federal commercial transportation laws and regulations pertaining to (motor coach) transportation.
- d) Shall accept that VCU's current or modified transportation services may be modified, canceled individually and at the sole discretion of VCU. New services may be added, upon mutually agreeable implementation dates; and should not exceed 30 calendar days to implement any VCU requested shuttle route modifications (changes or adds)

C. Operator Requirements for both Fixed Route and Point to Point services:

1. Qualification Requirements:

1. Each operator assigned to VCU:

- i. Is professionally trained and experienced in operating the equipment to be utilized by the contractor during the performance of the contract; and, who at minimum:

(1) Fixed Route Service Operator shall have:

- (a) A Valid Virginia Commercial Operator's License, with a (passenger bus) endorsement.
- (b) Three (3) years of any driving experience;
- (c) One (1) year of licensed commercial driving experience with passenger-conveyance type vehicles seating 16 or more persons.
- (d) A current certification of formal Americans with Disabilities Act (ADA) training in the operation of specialized equipment for the impaired, to include but not limited to mobility, visual, and auditory. Specifically but not limited to wheelchair lifts, related tiedowns, and announcement systems;

(2) Point to Point Safe Ride Shuttle Service Operators shall have:

- i. A Valid Virginia Operator's License appropriate to the vehicle they are operating,
- ii. For operators not holding a Virginia Commercial Operator's License, a van training course is required.
- iii. Three (3) years of any driving experience;
- iv. One (1) year of licensed driving in a passenger-conveyance type vehicle.
- v. A current certification of formal ADA training in the operation of specialized equipment for the impaired, to include but not limited to mobility, visual, and auditory. Specifically but not limited to wheelchair lifts, related tiedowns, and announcement systems.

(3) Meets the current physical requirement(s) for commercial operators as set forth by the U.S. department of Transportation Federal Motor Carrier Safety standards, for local zone operations. (<https://www.fmcsa.dot.gov>)

(4) Complies with all applicable city ordinances, state and federal commercial transportation laws and regulations pertaining to bus (motor coach) transportation;

(5) Adheres to all the Contractor's policies/procedures, to include those pertaining to breaks (i.e. meals, restroom, smoking, etc.); and

(6) Presents a positive, pleasant, and courteous attitude when providing service.

2. No operator assigned to VCU has had:

- i. A conviction of driving under the influence of drugs or alcohol or driving while intoxicated, within the past five (5) years; or
- ii. An assignment (voluntary or judicial) to the Virginia Alcohol Safety Awareness Program (VASAP), or an equivalent program within the past five (5) years.

D. Communication Requirements:

1. The operator shall immediately notify the:

- a) Contractor's local office if a vehicle has become inoperable and a replacement bus is required.
- b) Police/fire department/ambulance, or the other appropriate emergency authority, and the VCU Manager of Transportation and Fleet (or designee), in case of an accident, service interruption, or other emergency.
- c) Police/fire department/ambulance, or the other appropriate emergency authority, and the VCU Manager of Transportation and Fleet (or designee) of any incident on or around a vehicle or property using proper procedures and forms

E. Restrictions:

1. The Contractor shall ensure that no operator:

1. Uses a cell phone or texts while the vehicle is in motion.
2. Smokes at, or within 25 feet of any VCU building, entrance to a shuttle vehicle, shuttle vehicle window, or at any location on the MCV Campus

F. Staffing Requirements:

1. At minimum, the Contractor shall ensure:
 1. Sufficient and consistent recruiting, hiring and training of bus operators. Also maintain staffing with and Extra Board to cover unforeseen circumstances. Also the utilization of part time operators to lower cost but to achieve operating standards are available in order to maintain efficient operation of all route schedules, and point to point operations.
 2. Operators will not work more than 11 hours per day per the FTA regulations and standards

G. Uniform Requirements:

1. At minimum:
 1. The Contractor's operators shall be professionally uniformed (to include name badges) in identical company uniforms at all times while performing services for VCU. Uniforms shall be approved by VCU parking and transportation management

H. Administrative Personnel Requirements:

1. At minimum the Contractor:
 1. General:
 - i. Should provide expert administrative and personnel supervision. Supervision; including but not limited to: a General Manager and Road Supervisors for both RamRide and RamSafe operations in order to ensure safe and efficient operation of all route schedules.
 - ii. Criminal Background Checks:
 - (1) Shall comply with Virginia Commonwealth University's (VCU) employment policies on criminal conviction investigations (<https://policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>) on all prospective candidates for full time or part time placement at VCU, including newly hired, rehired, seasonal, and or temporary employees. The investigations shall be conducted by a consumer reporting agency or firm regulated by the Fair Credit Reporting Act (FCRA), and the investigation shall conform in all respects to the requirements of the FCRA. The Contractor shall obtain written permission from the employee authorizing review by VCU of the data obtained from this investigation if the employee is to be considered for placement at the university. The Contractor shall not allow any employees to work on VCU premises without prior written authorization from VCU Human Resources (which shall in most cases be made available within two business days of the request). VCU's decision to deny an employee's placement at the University will be based on the job-relatedness of any criminal convictions and shall have no bearing on the Contractor's employment of any individual outside of this contract. The Contractor shall provide any adverse action notices required by the FCRA if the individual is not hired because of conviction investigation results.
 - (2) The background report for any employee the Contractor plans to place at VCU must be submitted to VCU Human Resources, Attn: HR Compliance. Reports must be submitted to VCU HR for review regardless of if the employee has a conviction listed or not. The reports shall be sent to:
 - (a) By E-Mail:

To: pafs@vcu.edu

Note: Subject line should begin with the Contractor's name
 - (b) By Mail

VCU Human Resources
Attn: HR Compliance
PO Box 842511
Richmond, VA 23284-2511

(c) By Courier or Hand Delivery

VCU Human Resources
Attn: HR Compliance
Lindsey House
600 West Franklin Street
Richmond, VA 23284-9017

iii. Training:

(1) The contractor shall provide all training and development of personnel specific to VCU fixed Routes and/or areas serviced by point to point safety service.

(1) By providing an extensive and comprehensive training program consisting of: trainers, behind the wheel trainers. Major focus on: Safety, Defensive Driving, and Customer Service. Also focus on retraining /re-focusing operators when necessary.

(2) Have a formal Safety Program concentrating on daily and monthly safety and monthly (with scheduled monthly safety meetings)

(3) Training for other essential personnel: supervisors and dispatchers

iv. DMV Records

(1) Shall make the DMV record and qualifications of each operator assigned to VCU, available for VCU's review, upon request by VCU; and shall:

(1) Provide VCU with documentation that verifies that the contractor's operators have agreed to provide this information to VCU in accordance with the Virginia Privacy Act.

v. Drug/Alcohol Testing

(1) Shall perform a random operator drug and alcohol test, upon request by VCU, Per FTA standards of testing at an approved facility

vi. Fines:

(1) Shall be solely responsible for all fines and/or violations incurred by the Contractor's personnel while performing duties associated with this contract, either on or off a VCU campus.

vii. Accidents/Incidents

(1) Shall verbally report all accidents and incidents immediately upon discovery, to the VCU Manager of Transportation and Fleet (or designee); and shall:

viii. Submit a written report to the VCU Manager of Transportation and Fleet (or designee), by the close of the first (1st) business day following the date of the accident and/or incident Utilizing the Road Supervisor(s) for: on the scene, investigation etc.

ix. Approval/Rejection of Operators:

(1) Shall not assign any operator for further service at VCU, that VCU, in its sole discretion, determines is not qualified, competent, or acceptable for any other reason

(1) VCU's rejection of any operator shall apply solely to this contract and shall have no bearing on the Contractor's employment of an individual outside this contract.

x. Personnel Relations/Performance

(1) Shall be solely responsible for all of its personnel related matters (e.g. criminal background check criteria, performance, uniforms, etc.).

xi. Account Manager:

(1) Shall assign an "General Manager" as the Contractor's designated principal point of contact for VCU; the "General Manager" shall

(1) Oversee the Daily operations, supervision and performance of the service (manager for the RamRide and RamSafe) meet the same criteria and expectations.

(2) Interact directly with the VCU Manager of Transportation and Fleet (and/or designee) to include:

- (i) Consulting with Parking and Transportation on a monthly basis and more frequently as needed;
- (ii) On ground resident manager performing on-site visits as necessary and upon request by VCU; and
- (iii) Assisting VCU with matters such as, but not limited to: quality assurance, changes to VCU routes; personnel, invoices, contract renewals, etc.

(3) Be accessible via:

- (i) Toll free telephone number
- (ii) Cellular telephone number
- (iii) E-Mail

(4) In the event there are any changes to the "General Manager's" contact information, the contractor should provide the VCU Manager of Transportation and Fleet (or designee) with the updated information by the time the changes are effective.

xii. Emergency Contact:

(1) Should assign a primary "Emergency" contact for VCU; the "Emergency Contact" (or designee) should be accessible:

(1) Seven (7) days per week, after the Contractor's normal business hours.

(2) Via:

- (i) Cell phone; and
- (ii) E-mail

(2) Provide the VCU Manager of Transportation and Fleet (or designee) with the "Emergency Contact's name, toll-free telephone number, email address and hours of availability EST; and

(a) In the event there are any changes to the "Emergency Contact's" contact information, the Contractor should provide the VCU Manager of Transportation and Fleet (or designee) with the updated information by the time the changes are effective.

I. Vehicle Requirements for both Fixed Route and Point to Point Services:

1. At minimum, the Contractor

1. General Requirements:

i. Shall ensure that each vehicle assigned to VCU:

- (1) Meets or exceeds all applicable rules and regulations for the Americans with Disabilities Act (ADA).
 - (2) Meets all applicable Federal, State and/or city vehicle licensing, safety inspection and insurance requirements.
 - (3) Is a commercial type vehicle – except in the case of vans or minivans which may be used in the point to point safety service.
- ii. Should ensure that each vehicle assigned to VCU:
 - (1) Is capable of transporting the appropriate number of passengers based upon ridership, to include accommodating standing passengers
 - (2) Fixed Route Shuttle services are to be in a “Low Floor” with a single step from the ground to the aisle and a step assist (e.g. kneeling, or extendable step)
 - (3) Fixed Route Shuttle Services vehicles are to have 2 passenger loading doors.
 - (4) Is no older than seven (7) years old.
 - (5) Is a non-smoking vehicle
2. Quantity Requirements:
 - i. Should ensure that sufficient vehicles are available to fulfill both VCU’s fixed route and point to point safety service operational requirements including “Spares” to fill in when one of the other vehicles is out of service.
3. Identification Requirements:
 - a) Shall ensure that each vehicle assigned to VCU:
 - i. Fixed Route Service - Has changeable destination signs to indicate the current route assignment:
 - (1) The primary destination sign should display route name prominently and be located the front top of the exterior of the vehicle so the name can be easily seen from at least fifty (50) feet away.
 - (2) The secondary destination sign should display route name and be clearly visible on the right side of the vehicle.
 - ii. Displays all required current city and/or state decals, stickers, certificates, license plates, etc. at all times:
 - (1) The Contractor shall provide VCU with a copy of any required vehicle documentation, upon request by VCU.
4. Security Requirements:
 - a) VCU being in an urban environment, Safety and Security is paramount to the operations. Therefore, proper on-going training shall be in place to concerning threats, issues etc., on the vehicles, offices and stops
 - b) Shall Ensure that each vehicle assigned to VCU:
 - i. Meets or exceeds all safety and security requirements of the FTA standards
 - ii. Displays its unit number and its operator’s identification (first and last name) located in an area visible to the passengers;
 - iii. Has a communication system (e.g. two way radio or telephone);
 - iv. Interior lighting;
 - v. A security camera system, that backs up to a DVR which is accessible to the VCU Manager of Transportation and Fleet (or designee)
 - vi. A fire extinguisher with current inspection documentation:

- vii. Grab bars (on fixed route buses) that extend the full length of the bus and are attached to the overhead on both sides of the bus;
 - viii. Safety lines on the floor from the back of the operator's seat to the wind guard in front of the first seat and on the right side of the vehicle.
- 5. Amenity Requirements:
 - a) Should ensure that each vehicle assigned to VCU:
 - i. Has an air conditioning system capable of providing an even temperature of 80 degrees or less throughout the vehicle;
 - ii. Has a heating system capable of providing an even temperature throughout the vehicle of not less than 65 degrees; and
 - iii. Has emergency exits
- 6. Vehicle Tracking/Operational System:
 - a) Contractor has understanding and knowledge of the current system as well as having the capability of providing new technologies to VCU
 - b) Shall provide and implement an integrated vehicle tracking system that
 - i. Fixed Route
 - (1) Affords real-time tracking of vehicles; and that
 - (2) Can be accessed by a mobile phone application and a website
 - ii. Point to Point Safety Service
 - (1) Utilize Tap Ride by DoubleMap for the initial 5 year term, unless a mutual agreement with VCU to change providers is agreed upon.
- 7. Routine Maintenance – Repair/ Emergency Repair Requirements for both fixed route and point to point services:
 - a) General:
 - i. Shall, for each vehicle assigned to VCU
 - (1) Ensure that all maintenance/repair services are performed by mechanics who are qualified through the factory or other certified training programs, to work on the specific make and model of vehicle(s) to be repaired; and are supervised by the Contractor.
 - ii. Should, for each vehicle assigned to VCU:
 - (1) Ensure that maintenance/repair services are performed in a professional workmanlike manner; and in accordance with the manufacturer's specifications and recommended procedures.
 - iii. Routine Maintenance – Repair Requirements:
 - (1) Shall, for each vehicle assigned to VCU:
 - i. Perform routine maintenance and repairs off-site (i.e. not on a VCU Campus); and shall
 - (i.1) Create and retain the maintenance records for each vehicle used during the applicable contract period.
 - (i.2) Including pre-trip and post trip forms for work orders and tracking purposes
 - ii. Remove graffiti, chewing gum and stains.
 - (2) Should, for each vehicle assigned to VCU:

- i. Ensure that the vehicle is maintained in a clean, like new and safe operating condition at all times throughout the contract period.
- ii. Repair/replace individual components such as seat covers, windows, doors, floor runners, etc. within five (5) working days after damage occurs.
- iii. Cleaning – Perform cleaning activities more frequently as needed but at a minimum as follows:
 - (iii.1) Daily cleaning: Maintain the vehicle in a clean condition, to include sweeping, removing all trash/debris and cleaning passenger seats:
 - (iii.2) Weekly cleaning: Ensure all inside and outside window surfaces are clean (i.e. washed), free of dirt, grease, and finger prints and that the exterior of the vehicle is clean (i.e. washed), free of dirt, rust, grease, and body damage and maintain a schedule to identify when the vehicle will be cleaned.

(3) Emergency Repair/Replacement Vehicle Requirements for each vehicle assigned to VCU:

- i. Shall perform emergency (road-side) repair/assistance services on an “as needed” basis including towing.
- ii. Should, in the event a shuttle vehicle becomes inoperable, provide a replacement comparable vehicle within fifteen (15) minutes; and
- iii. Shall immediately notify the VCU Manager of Transportation and Fleet (or designee) of any inoperable vehicle.

8. Marketing Requirements

- a) Shall, for each vehicle assigned to VCU:
 - i. Provide space within the vehicle for marketing and advertising materials, to the extent such is not a violation of law.
- b) Should, for each vehicle assigned to VCU:
 - i. Brand the vehicle exterior with VCU approved Signage.
 - ii. Be Capable of displaying customized signage (e.g. Final four)
 - iii. VCU shall determine the signage and appearance of all vehicles. All VCU Signage shall be in accordance with the policies of the VCU Business Services-Trademarks and Licensing Department.

J. Fixed Route Transit Service:

1. At minimum, the Contractor:

1. Routes/ Schedules

- a) Should:
 - i. Provide safe and efficient shuttle transit services for routes, and in accordance with the schedules as mutually established by the Contractor and VCU; the contractor shall
 - (1) Obtain prior approval for any changes to a route and/or schedule, from the VCU Manager of Transportation and Fleet (or designee), unless a deviation is required due to traffic congestion/accidents or emergency circumstances (e.g. natural disasters) obstructing the road.
 - ii. Operate each route and schedule in a cost and time efficient manner; the Contractor shall:
 - (1) Ensure that all schedules are adhered to with minimum interruptions (i.e. delays, detours, frequent stops, additions, and deletions)

- b) Shall perform fixed route services during inclement weather conditions; and in accordance with the VCU opening/closing announcements (refer to: <http://www.vcu.edu/alert>) pertaining to operating hours during inclement weather for each VCU campus.

2. Boarding/Off-Loading Procedures

- a) Shall accept boarding criteria via a card reader (if available), presentation of a valid VCU identification card (i.e. the "VCUCard" ID; or other authorized identification card or permits (temporary passes, etc.) ;
- b) Shall board and off-load passengers on an "as demand" basis – i.e. shall pick-up passengers and drop-off passengers along a route at all designated mandatory stops along a route utilizing good customer service skills and training.

K. Point to Point Safety Shuttle Service

1. At minimum, the Contractor:

a) Schedules

i. Should:

- (1) Provide point to point services in accordance with the schedules as mutually established by the Contractor and VCU; the contractor shall
- (2) Obtain prior approval for any changes to schedule, from the VCU Manager of Transportation and Fleet (or designee), unless a deviation is required due to traffic congestion/accidents or emergency circumstances (e.g. natural disasters) obstructing the road.

ii. Operate each point to point schedule in a cost and time efficient manner; the Contractor shall:

- (1) Ensure that all schedules are adhered to with minimum interruptions (i.e. delays, detours, frequent stops, additions, and deletions)

- b) Shall perform point to point safety shuttle services during inclement weather conditions; and in accordance with the VCU opening/closing announcements (refer to: <http://www.vcu.edu/alert>) pertaining to operating hours during inclement weather for each VCU campus.

2. Boarding/Off-Loading Procedures

- a) Shall accept boarding criteria via a card reader (if available), presentation of a valid VCU identification card (i.e. the "VCUCard" ID; or other authorized identification card or permits (temporary passes, etc.) ;
- b) Shall board and off-load passengers on an "as demand" basis – i.e. shall pick-up passengers and drop-off passengers as assigned utilizing good customer service skills and training.

L. Reporting Requirements:

1. At minimum, the Contractor should:

- a) Maintain and submit monthly reports and summaries to the Manager of Transportation and Fleet (or designee), including but not limited to:

- i. Vehicle scheduled maintenance reports
- ii. Vehicle fuel consumption/hour/mileage reports
- iii. Accurate ridership statistics for each route for each vehicle trip by:
 - (1) Hour;
 - (2) Day;
 - (3) Week;

(4) Month;

(5) Stop and/or route with the total number of riders for each day.

- b) Mutually develop the format and submission procedures for the reports with the Manager of Transportation and Fleet (or designee)

M. Financial Requirements:

1. Pricing:

- a) Hourly Rate – Two separate hourly rates. Offeror's price per hour is presumed to be an expression to represent all costs to provide services requested.

i. Fixed Route Shuttle Service:

(1) The initial "per hour" rate shall be established as the initial 12-months (Year 1) of the five (5) year contract pricing. After the first 12-months of the initial contract period (Year 1) the hourly rate may be increased by a percentage not to exceed the percentage of increase in the "Services" category of the CPI-W (Urban Wage Earners and Clerical Workers) section of the Consumer Price Index of the United States Bureau of Labor Statistics, U.S. City Average, for the latest twelve months for which statistics are available.

(2) The newly calculated price resulting from this increase shall become the base price for the next calculation after 12 months, and so on throughout the contract term.

ii. Point to Point Safety Shuttle Service:

(1) The initial "per hour" rate shall be established as the initial 12-months (Year 1) of the five (5) year contract pricing. After the first 12-months of the initial contract period (Year 1) the hourly rate may be increased by a percentage not to exceed the percentage of increase in the "Services" category of the CPI-W (Urban Wage Earners and Clerical Workers) section of the Consumer Price Index of the United States Bureau of Labor Statistics, U.S. City Average, for the latest twelve months for which statistics are available.

(2) The newly calculated price resulting from this increase shall become the base price for the next calculation after 12 months, and so on throughout the contract term.

2. Taxes:

- a) The contractor shall be solely responsible for any and all tax obligations associated with this contract.

N. VCU Rights/Obligations:

1. VCU:

a) Operators:

- i. Reserves the right to approve whether or not a specific operator performs duties of this contract at VCU.
- ii. Will approve the operator uniforms.

b) Vehicles:

- a) Reserves the right to:
- i. Inspect vehicles for current official inspection stickers
- ii. Review all maintenance and inspection records.

c) Marketing – Will:

- i. Approve the VCU logo to be displayed to identify each vehicle prior to logo on vehicles.
- ii. Pre-approve all internal and external marketing and/or advertising materials.

- iii. Provide the Contractor with one (1) internal sign to advertise their company that is consistent with the size of other advertising signs.
- d) Fixed Route Services – Reserves the right to:
 - i. Delete shuttle transit service routes and/or schedules as necessary to facilitate the University's needs, upon ninety (90) calendar days written notice to the Contractor
 - ii. Provide criteria for vehicle boarding (e.g. card reader, VCUCard ID, etc.)
- 2. Point to Point Safety Service
 - a) Require additional service to meet target wait times (paid at normal hourly rate)
 - b) Require usage of existing Tap Software.
- 3. The contractor shall provide regional support to the local management team. They shall also be available to meet with VCU Parking and Transportation management.
 - a) Areas of Support:
 - i. Safety
 - ii. Training
 - iii. Management
 - iv. Maintenance
 - v. Technical (IT)
- O. VCU has the right to impose liquidated damages to the contractor for noncompliance of the contract. See XXIII: SPECIAL TERMS AND CONDITIONS, J. LIQUIDATED DAMAGES.

V. THE REQUEST FOR PROPOSALS PROCESS – GENERAL

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

VI. PREPARATION OF WRITTEN PROPOSALS - GENERAL

- A. Offerors shall submit:
 - 1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.

d) All forms must be executed by an official representative of the Offeror.

2. Hard Copy and Electronic Copy of Entire Proposal

- a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, and
- b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

VII. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

Name of Contractor

Due Date

Time

Street or Box Number

RFP No.

City, State, Zip Code +4

RFP Title

Name of Contract/Purchase Officer or Buyer:

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

VIII. PROPOSAL RESPONSE FORMAT

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

Column I Description	Column II Price (initial 12 months)
1. Fixed Routes (RamRide, including Campus Connector) a. Spring and Fall Semesters from mid-August to mid-May b. Summer Semester – mid-May to mid-August c. Winter and Spring Breaks	\$_____/HR
2. Fixed Routes (RamRide, without Campus Connector) a. Spring and Fall Semesters from mid-August to mid-May b. Summer Semester – mid-May to mid-August c. Winter and Spring Breaks	\$_____/HR
3. Point to Point Safe Ride Shuttle Service (RamSafe) a. MPC (Monroe Park Campus) b. Cross Campus Service – Aligned with RamRide Campus Connector hours c. Includes Summer Semester and breaks	\$_____/HR

IX. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):**

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Offerors must submit complete Appendix I (see section XXIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I - Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by**

Women and Minority. The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

XI. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

- 1. Clearly denote on the outside of the proposal that it contains proprietary information.
- 2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.

3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that its entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XIII. LATE PROPOSALS

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: January 18, 2019.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations
- B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVIII. QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy

questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

XIX. CANCELLATION OF SOLICITATION

The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

XX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

Qualifications and Experience	30%
Proposer's understanding of the scope and objectives, technical approach and work plan presented.	35%
Pricing Schedule	25%
SWaM Status/Utilization*	10%

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

XXI. AWARD OF CONTRACT

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.
- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- D. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXII. GENERAL TERMS AND CONDITIONS

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/hem.pdf>.

B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

(2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

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

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

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

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

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to

agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.

3. Commercial General Liability - \$5,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$5,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. CERTIFIED TEST REPORT: Each Offeror shall provide a copy of a certified test report with their proposal. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the

appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report.

- D. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- E. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- F. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for Bus Transportation Services as specified in, and in response to this RFP; extra charges will not be allowed.
- G. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- H. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- I. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- J. LIQUIDATED DAMAGES:
 - 1. It is understood and agreed by the Offerer that quality and consistent service is critical to the successful performance of this contract. In the event of a 10% failure rate in any key service area caused by failure of Offeror, or Offeror's failure to take corrective actions, the following shall be deducted, not as a penalty but as liquidated damages:
 - 2. Damages if assessed will be a 10% reduction of rate on entire bill for the applicable month(s). Situations meriting such liquidated damages include but are not limited to the following, to be determined at VCU's sole discretion:
 - a) Lack of proper personnel (operators) to operate service (s)
 - b) Downed vehicles for an extended period of time
 - c) Performance Metrics:
 - i. Wait times (point to point service)
 - ii. Complaints (10% increase in a 30 day period)
 - iii. Missed trips and or service
- K. PERFORMANCE AND PAYMENT BONDS: The successful Offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office to or at the time of award.

If the Commonwealth elects to exercise the option to renew the contract, the Contractor shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount for the renewal period, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office.

- L. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- M. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- O. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- P. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for one (1)-five (5)-year period under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
- Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- S. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- T. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- U. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

V. GRAMM-LEACH-BLILEY ACT:

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

W. CRIMINAL BACKGROUND CHECK:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

X. IDENTIFICATION CARDS:

All Contractor employees authorized to work at VCU, must obtain a VCU identification card.

Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

XXIV. ATTACHMENTS:

A. ATTACHMENT I - Cost Breakdown By Route Spreadsheet.

Offerors shall fill out, complete and submit with RFP Proposal Response.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

Commitment for utilization of DSBSD SWaM Businesses:

_____ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By

(Signature): _____

Name Printed: _____

Title: _____

Email: _____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

APPENDIX II

INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract

will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card. Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

_____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: _____
Name Printed: _____
Title: _____
Name of Firm: _____
Date: _____

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: _____
Title: _____
Mailing address: _____
Email address: _____
Phone number: _____
Fax Number: _____

EXCEPTIONS

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

[illegible]



VCU Procurement Services

RFP No. 8422966CK – Addendum No. 3

DATE: February 6, 2019

ADDENDUM NO. 3 TO ALL OFFERORS:

Reference - Request for Proposals: **RFP # 8422966CK**
Commodity/Title: Bus Transportation Services
Issue Date: December 21, 2018
Proposals Due: February 6, 2019
Pre-Proposal Conference: January 22, 2019

The Addendum includes the following information:

I. Changes to the Request for Proposal (RFP) Requirements:

A. PAGE 1. PROPOSAL DUE DATE:

The RFP Opening Date will be extended to **February 18, 2019**.

B. IV – Statement of Needs, B. General Service Requirements, b), ii –

The following shall be revised to read:

Personnel – Professional staffing to include, but not limited to: Local Manager, Road Supervisors, and experienced Operators (labor) with proper licensure and/or certifications to operate transit equipment, supervision, maintenance and repair services, criminal background checks, drug/alcohol testing, and all other related goods/services.

C. VIII. PROPOSAL RESPONSE FORMAT, G. PRICE PROPOSAL –

The following shall be added:

Vendors must propose on all lines.

D. XXIII. SPECIAL TERMS AND CONDITIONS, T. INSURANCE REQUIREMENTS

- The following has been revised:

2. Employers Liability - \$500,000.

E. XXIII. SPECIAL TERMS AND CONDITIONS –

The following shall be added:

Y. Responsibility of Contractor:

1. Contractor will be liable for personal injury or property damage caused by Contractor, its officers, agents and employees arising under this Agreement.

2. Contractor will be liable for the negligent acts or omissions of its officers, agents, and employees, and the actual damages caused by its officers, agents, and employees.

F. Academic Calendar and Route Map

1. The VCU Academic Calendar can be found online at:
<https://academiccalendars.vcu.edu/>
2. The Bus Route Map can be found as an attachment in eVA.

II. Responses to Questions Submitted:

1. Are the drivers currently covered by a Collective Bargaining Agreement (CBA)?
No.
2. When would a decision be made regarding the potential termination of the Campus Connector Service? If a Contractor spreads fixed costs over a volume of hours that includes these service hours, those costs wouldn't be covered if this service was eliminated. Please clarify if these costs would subsequently be absorbed into the current rates proposed through a contract amendment.

The termination of Campus Connector Service (if it occurs) would be made prior to the start of this contract.

3. How many buses are needed for weekdays on the Campus Connector during Spring/Fall Semesters, (shows weekend/summer but not weekday)? Referencing Page 6, g) Routes and Schedules, i, (1), (a), (i).

VCU is currently running 4 buses during daytime service.

4. For the Fixed Route (RamRide) services, how many spare vehicles are currently needed?

The quality of your vehicles determines this. At peak we are running 17 buses right now.

5. For the Point to Point Safe Ride Shuttle vehicles – can you outline the year, make, model, current mileage, fuel type of the 16 vehicles identified, along with the date/miles of any engine/transmission replacement, (this is needed to determine fleet maintenance costs)? Can you also provide an estimated value of each, (and whether this would be a one-time purchase or as a monthly rental/lease rate); or would these costs be added to the hourly rate after contract award as a pass-through?

The purchase would be a one-time purchase, no rental/lease.

See List of Vehicles – Point-to-Point.

6. To ensure that all bidders are bidding the same quantities, could you provide the number of anticipated operating days for each operating period, (Spring, Fall, Summer), for each component of service, and the total number of billable hours for each? *[Example: Ram Ride Campus Connector: Spring Semester XX operating weekdays with XX hours per day; Spring Semester XX operating Saturdays at XX hours per day; Spring Semester XX operating Sunday/Holidays at XX hours per day; and a total of XXX billable hours for the entire Spring Semester for Ram Ride Campus Connector.]*

See Table 2: Fixed Route Projected Hours.

See Table 3: Point-to-Point (RamSafe) Operation.

7. Please provide a daily schedule for each of the service routes, including broken down by fall, spring, summer and break service.

Here are the links to show service hours for each of the routes.

<https://parking.vcu.edu/transportation/ramride/>

<https://parking.vcu.edu/transportation/ramsafe/>

- a. Can you also provide the associated vehicle miles for each in this same manner?

VCU doesn't track miles.

8. When you provide Hours of Service, (for instance, 70.5 per weekday (M-F) within the Campus Connector price sheet), what is included/excluded within those hours? Does the revenue hour start when the vehicle leaves the bus storage and continue through until it returns to the garage; does it start/end at the first/last pick-up point; are there any deductions for driver meals or any other time?

Billable hours are based upon when the bus is on route, from first stop to last stop. VCU does not pay for driver lunches.

9. In the last 12 months, how many charter days and hours were performed?

See response to question 105.

10. What amount is required for the Performance Bond and what type of format should vendors present?

The amount will be determined and given to the vendor(s) prior to award.

11. In addition to a General Manager and Road Supervisors, are there any required or minimum quantity of staff/support personnel?

The answer is no, but it is our expectation that the vendor will provide a responsive staff that is able to identify and resolve issues as they arise, provide support to the drivers, and support us for reporting both monthly and ad hoc.

12. We assume the positions proposed must be 100% dedicated to the services, is this assumption correct?

The GM may oversee other things but VCU must be the priority, and oversight of the operation, responsiveness, and communication will be essential in this 24 hour operation.

Road Supervisors should be 100% for VCU.

13. Is the Point to Point Safe Ride Service currently provided by the VCU? If yes, can you provide an employment outline of these employees (wage/benefit/seniority/whether Full Time/Part Time), to help us retain these employees?

Yes, this can be provided to the awarded vendor.

14. Please provide any wage/benefit/seniority/whether Full Time/Part Time status of the incumbent drivers and other personnel?

Drivers will be employees of the awarded contractor for Fixed Route Services. VCU does not have the information of the drivers employed by the current vendor.

15. Is there a minimum volume of required training hours?

This can be negotiated, drivers are expected to be safe, proficient with the equipment to include, and have a minimum of one (1) customer service training every year.

16. Are you seeking 42% SWaM participation on this contract, or is that the overall goal of VCU?

42% SWaM participation on all annual purchases is the overall goal of VCU.

17. Are mail services included within any of these shuttles, (believe Groome does/did provide mail service)?

Mail Services are not included in this RFP.

18. The provided Excel Price Sheets are protected. Can you provide an unprotected version, (which allows us to directly implement the price sheets into our pricing model)

VCU wants the Cost Breakdown By Route Spreadsheets submitted as-is and separate from the proposal responses.

There's another page for rates within the RFP, (page 21 of 39); do you need this completed and submitted also?

Yes.

19. Page 13, 4.,b),V. This section requires a security camera system that backs up to a DVR. Are there any specific requirements that VCU desires? E.g., 720P minimum, how much recording must each DVR system be capable etc.?

The video must be at a standard that is available in the market now. The DVR should be able to maintain enough video to have 3 or more days' worth of video stored. It is highly desirable to be able to back up to a cloud service where VCU's Manager of Fleet and Transportation, or Director of Parking and Transportation or their designee's have access.

20. Page 14, 6. Vehicle Tracking/Optional System - What system is currently utilized for the services today? Are there any additional requirements or reporting requirements that VCU would prefer as part of a technology solution?

Vehicle Tracking is currently done through the vendor by TransLoc for Fixed Route Service, and TapRide is used for the Point to Point Service.

21. Page 12, I. Vehicle Requirements - this section states vehicle shall be "Low Floor" with a single step from the ground to the aisle. Is it the expectation of VCU that both doors meet this expectation?

It is preferable for both doors to be a single step to the ground.

22. Page 12, I. Vehicle Requirements -Is there a preference for seating configurations on the buses.

No, however standing is less desirable than sitting, so more seating is better than more standing room.

23. Page 12, I. Vehicle Requirements - With an anticipated 12-month delivery timeline for low floor buses, should the contract term begin sooner, will there be additional requirements for an interim fleet that vendors should propose?

This can be negotiated with the awarded contractor.

24. I. Vehicle Requirements - With a low floor transit vehicle that has an anticipated lifecycle of typically 12 years /500,000 miles. If a vendor delivers a new fleet at the start of the contract, would VCU consider waiving the seven-year-old maximum requirement?

This can be negotiated, depending upon the category of the bus.

25. I. Vehicle Requirements - Could VCU provide a more detailed specification of the buses? Please include seating configurations, maximum length, height, seatbelts, Altoona testing, fuel type and total quantity of vehicles that are required.

Seating configurations should have more seating than standing room, with the expectation passengers will sit rather than stand on almost all trips.

Maximum length – The buses currently enter parking lots in 2 locations, the current buses are Glaval Apollos and the lengths are estimated around 35 feet.

Height for buses shall be per Virginia Code § 46.2-1110 - Height of vehicles; damage to overhead obstruction; penalty:

No loaded or unloaded vehicle shall exceed a height of 13 feet, six inches.

The link can be found at:

<https://law.lis.virginia.gov/vacode/title46.2/chapter10/section46.2-1110/>

Seatbelts are not required.

Altoona Testing and Buy America Testing is not required.

Fuel Type is at the vendor discretion – We are interested in greener options, however that is not a requirement.

Quality will answer a lot about quantity of vehicles that are required. During peak periods we have up to 17 vehicles on the road.

In regards to the vehicles and the heavy transit-style vehicles:

Although the University is providing a list of acceptable vehicles (medium duty), this is not a specific requirement. Comparable vehicles are also acceptable. If a vendor chooses to propose a heavy transit vehicle (ex. ARBOC – Spirit of Equest or ARBOC – Spirit of Liberty), it will be evaluated against the requirements in *I. Vehicle Requirements for both Fixed Route and Point to Point Services* of the RFP. Although there are some smaller capacity buses on this list, 40+passengers, including standing passengers, are expected during peak times on some of the remote parking lots.

26. Is the vehicle age requirement for the start of the contract or for the entire term?

The entire term of the contract.

27. Will you only accept proposals with two door, low floor vehicles?

For the fixed route service low floors for accessibility and 2 doors are necessary to speed ingress and egress. Yes those are requirements.

28. Please provide current pricing information.

Current pricing is \$72.00/hr for RamRide Service.

29. How many buses are needed for the Campus Connector service during the Spring and Fall Semesters?

Peak periods have 4 buses on route, however as stated in the RFP the expectation is for this service to be terminated prior to the start of service.

30. What boarding procedure is preferred – card reader or showing ID card?

Card readers are preferred.

31. What has the feedback been regarding customer/rider satisfaction with the current provider?

VCU will provide satisfaction survey questions pertaining to RamRide and RamSafe to the awarded vendor if requested.

32. Can contractor purchase the current vehicles that are running the RamRide program?

The current vehicles for RamRide are owned by the current contractor. That would have to be negotiated with them; however they don't meet the low floor Criteria for this RFP.

33. When is the expected award date? When is the commencement date?

The anticipated date for awarding the contract is March 2019. Contract start date is July 1, 2019.

34. Would VCU consider a mobilization payment made to contractor upon contract award?

No.

35. In Section IV. A. ii(2)(b), is the time 4:00 am till 8:00 pm or is it 4:00 pm till 8:00 pm?

4:00 AM to 8:00 PM.

36. Can the bidder submit a bid for either RamRide or RamSafe only or is this an all or nothing bid?

Bidding is for both services. VCU reserves the right to award to one or more vendors. Vendors must submit a response on all items.

37. Are performance and payment bonds mandatory for contract award? If yes, are the bonds based on the total contract award of 5 years or the contract annual value or any other negotiated amount?

Yes, the Performance and Payment Bonds are mandatory. Performance and Payment Bonds will be a yearly amount. Bonds can be submitted up to the time, but not after, the contract(s) are signed.

38. Is the contractor permitted to provide advertising material on the vehicles?

No. Any advertising on the vehicles must be done through VCU Parking and Transportation.

39. Would VCU consider renting a facility with parking to the contractor during the execution of the contract duration?

VCU could negotiate to provide parking for the Point to Point service; however the Fixed Route, maintenance, employee training, and parking facilities must be provided by the vendor.

40. IV. Page 5. Section A.

2. e) Service Operations

- i. Varying number of buses on road scheduled to meet needs. There are up to 14 buses on the road at any point in time.

VCU presents the number of buses operating on each route. Does this number represent the number of vehicles needed to prevent excessive wait times between bus arrivals at designated stops? If not, can VCU let bidders know any route that requires additional buses in order to meet contract requirements?

At this point in time, the buses listed are what is being used to maintain headways.

41. IV. Page 6, Section A. Subsection 2.

g) Routes and Schedules:

- i. Current hours of service, days of service, and break period services are listed below.

Can VCU provide the following information for each route that the vendor is bidding on?

1. Number of days of operation for each route.

Seven (7) for campus connector, point to point, or five (5) for M Lot, I Lot, A Lot, and R Lot.

2. Service and Revenue miles for each route.

VCU tracks Service Hours, not Service Miles.

3. Service and Revenue hours for each route.

See Table 2: Fixed Route Projected Hours.

4. Ridership data for each route.

Annual Ridership

Campus Connector	538,267
Sanger Express A-Lot	185,916
Medical Center I-Lot	164,450
Mayo Island M-Lot	278,723
Campus Express	9,771
R-Lot Route	75,659

42. IV. Page 7 Section 3. Point to Point Safe Ride Shuttle Service (RamSafe):

Can VCU provide the following information for each route that the vendor is bidding on.

1. Number of days of operation for each route.

RamSafe is not a routed service. It is currently broken down with:

Seven (7) drivers working from 4:30 PM to 1:00 AM;

One (1) driver working from 7:30 PM to 4:00 AM;

Two (2) drivers working from 11:45 PM to 8:15 AM;

One (1) Dispatcher from 4:30 PM to 1:00 AM; and

One (1) dispatcher working from 11:45 PM to 8:15 AM.

2. Service and Revenue miles for each route.

Mileage varies as it is not a routed service.

3. Service and Revenue hours for each route.

See Table 3: Point-to-Point (RamSafe) Operation.

4. Ridership data for each route.

Requested Trips	Completed Trips	Trips Cancelled	# of Passengers	Completed Passengers	Canceled Passengers
120,585	80,399	40,186	166,372	107,470	58,902

5. Vehicle list with mileage.

See Table 1: List of Vehicles – Point to Point.

6. Can the bidder inspect the fleet prior to the due date?

Yes, by appointment, scope of inspection must be negotiated as the fleet is currently in service.

7. When would the vendor be expected to replace each vehicle being used for RamSafe.

Vehicle age requirement stated in RFP, Page 12, I. Vehicle Requirements for Both Fixed Route and Point-to-Point Services.

43. IV. Page 8. Section B, ii. Personnel

1. How many road supervisors are currently being used for the service?

Fixed Route- 1 Manager, 1 Supervisor

Point to Point – 1 Program Coordinator, 1 Supervisor

2. What Virginia DMV operating authority is the current vendor using to operate the RamRide and RamSafe services?

VCU does not have this information.

44. IV. Page 8., Section B.

- d) Shall accept that VCU's current or modified transportation services may be modified, canceled individually and at the sole discretion of VCU.

If routes are either modified or cancelled will the vendor have the ability to request or negotiate an equitable adjustment in contract price?

Rates are based upon service hours, not based upon routes. So the requested bid is based upon service hours, not contracted routes. All routing information is provided as it is serviced now and is not guaranteed to either remain, increase or decrease.

As stated in the RFP, Campus Connector service will likely be terminated prior to the beginning of the service based upon this RFP. Modifications to routes will create cost or remove cost based upon service hours used. At this point in time the parking demand will likely provide stability or increases in service to remote lots in the future.

45. Page 13 Section B. Part 2. Quantity Requirements:

- i. Should ensure that sufficient vehicles are available to fulfill both VCU's fixed route and point to point safety service operational requirements including "Spares" to fill in when one of the other vehicles is out of service.

What is the current vehicle spare ratio being used for the operation of both RamSafe and RamRide services? Do spare vehicles have to meet the exact same specifications as the primary vehicles including the "lowered floor" requirement?

No, the "spares" are not required to be Low Floor vehicles, however spare vehicles are only to be used for limited service when the required type of vehicle is not available due to maintenance, or repair.

Spare or backup vehicles are not being used in RamSafe and are rarely (2 days a month) used in RamRide service.

46. IV. Page 14, Section I, 6., b)

- ii. Point to Point Safety Service

(1) Utilize TapRide by DoubleMap for the initial 5-year term, unless a mutual agreement with VCU to change providers is agreed upon.

Will VCU provide access to TapRide by DoubleMap technology?

Yes, VCU will provide full access to TapRide, as the dispatcher, drivers, supervisors, and manager will work in the software. Based upon the negotiated agreement the vendor will either reimburse VCU for the cost or transfer the contract to them. At the end of the term the vendor will be expected to assume the contract directly with TapRide or another vendor approved by VCU

47. IV. Page 16., Section I, B. 2.

2. Boarding/Off-Loading Procedures

1. a) Shall accept boarding criteria via a card reader (if available)

Does VCU or the vendor supply the card reading on-board technology?

The vendor will supply the card reading on-board technology.

48. XIII. Page 32.

J. LIQUIDATED DAMAGES:

Pertaining to liquidated damages, can VCU give bidders the history of all liquidated damages assessed during the last contract period under the present vendor?

There is no liquidated damages clause in the current contract, therefore there haven't been any liquidated damages assessed to the present vendor.

49.XIII. Page 32.

K. PERFORMANCE AND PAYMENT BONDS: The successful Offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee.

Is Material Payment Bond amount for the sum of the initial term (1) year, the full five (5) year period or the entire five (year) base plus five (5) year option period?

Performance and Payment Bonds will be a yearly amount. Bonds can be submitted up to the time, but not after, the contract(s) are signed.

50. Pertaining to SWaM participation, the overall goal for VCU is stated to be 42%. Is there a specific goal for this contract and if not what percentage of participation shall be needed to gain the entire 10% of the evaluation criteria?

To obtain the entire 10 percentage points, a vendor has to be either a Virginia SBSD SWaM vendor submitting as a prime vendor or a non-SWaM prime vendor subcontracting 100% of the contract amount to a SWaM vendor.

51. Have any customer satisfaction surveys been performed for either RamRide or RamSafe and if so, can the bidders have copies of the results?

We will provide satisfaction survey questions pertaining to RamRide and RamSafe to the awarded vendor if requested.

52. If the industry standard for purchase and delivery of lowered floor transit bus greater than the amount of time between award and start-up, will VCU consider an extension of the current contract period to allowable for bus acquisition?

We would be looking at an Interim fleet of buses.

53. Page 6 mentions the Campus Connector Service may be terminated prior to contract award. Is this referring to the recent change over to the Connector Express, or is the Connector Express also up for possible termination prior to award.

The Connector Express is a refocus of the Campus Connector and is a possible termination prior to starting this contract.

54. Vehicle Type: The RFP states the University is looking for "low-floor" buses with a single step from the ground to the aisle. Is this to assume the University wants city transit style buses, i.e. New Flyer, Gillig, Nova etc.

As the University's most recent buses in operation were Glaval Apollo buses, which are now out of production, would the university consider other options from Glaval, which are cutaway buses built on Ford F-550 chassis? This would save

the University significantly by using cutaways rather than transit buses. The cutaways do not have double doors however.

VCU prefers two (2) door buses with low floors.

55. The current shuttle system utilizes student/faculty keycard swiping systems when entering the vehicles. What system is currently being used and is that the universities preference.

Current system is a door access reader using the RFID chip in our id cards, as long as the system is compatible with our cards. The system must identify boarding location and card number so we can track boarding.

56. The University currently uses Transloc technology on the shuttles. Is this a University provided product through Transloc tablets, or are devices hard wired into the vehicles. Should the contractor submit Transloc technology in their pricing proposal, or can contractors submit a different type of GPS system.

TransLoc is the current AVL the vendor is using. The University is willing to look at other AVL systems in the proposal, the requirement is that the system have an active map based tracking system available to our users through an app.

57. RamSafe- Page 7 suggests that the contractor procure 16 vehicles to perform the RamSafe program, but mentions that current operations have anywhere from 2 to 7 vehicles on the road at any one time, leaving nine vehicles sitting on the lot. Are 16 vehicles a true requirement?

16 is the current fleet, this includes back up vehicles and vehicles that are used for charter as well as normal operations. There are up to 10 vehicles on the road at any point in time for regular operations. The purchase of the current RamSafe fleet is part of the RFP.

58. RamRide- Extra vehicles

Does the University have any expectation of the contractor as far as number of back up vehicles for shuttle services, or is it at the discretion of the contractor to propose?

That is at the discretion of the contractor to propose.

59. Security Camera System- Are there any more detailed requirement of the vehicle security camera system?

The university is concerned with being able to access the camera system for customer service, safety, and complaint resolution. The biggest concerns we have are for data duration, audio, and video. This doesn't mean it has to be HD, however it must be able to identify people and record verbal interactions.

60. Can you provide vehicle maintenance records for the last 3 years?

These can be provided to awarded vendor upon request.

61. Can you provide invoices for the past 12 months?

VCU is unable to provide this information.

62. Can you provide a list of charter trips takes within and outside the 100-mile boundary for the past 2 years?

There were no charter trips taken outside the 100-mile boundary,

63. Can you provide details on how fuel is paid for in the contract?

Fuel is part of the hourly rate charged by the vendor.

64. What is the address of the facility used by the current vendor?

You would need to get facility information about our vendor from them.

65. Can you provide a reason for the drop-in ridership between 2017 and 2018?

The ridership drop was on the Campus Connector, which is likely to be terminated prior to the contract award. Ridership on all the remote lot shuttles has increased.

66. Can you provide a ridership forecast for school's years 2019, 2020 and 2021?

The ridership is expected to drop as the Campus Connector is likely to be terminated prior to the contract award. We have not forecast the new ridership numbers yet.

67. Can you provide a staffing list of the current vendor positions?

VCU does not have that information on the current vendor.

The Point to Point service list is: 10 Full Time Drivers, Multiple part time drivers, 2 full time dispatchers, 2 part time dispatchers.

68. Will the University allow the contractor to have an office on-site to accommodate a manager and supervisors?

We can negotiate for limited space, however off site accommodations are preferred.

69. Will the University allow the buses to park on-site during the contract

We can negotiate for a space to park the Point to Point equipment, however the fixed route vehicles and maintenance facility must be off campus

70. Will the University allow the employees to park on-site? If so, what are the parking costs?

Parking rates are currently as follows, however could in increase prior to implementation.

On campus Parking is \$78.50 Per Month - may be paid for over multiple months, however must be paid in advance.

Off Campus Parking is \$55.00 Per Month -may be paid for over multiple months, however must be paid in advance.

If the storage facilities for the Point to Point operations are procured on campus parking for that portion of the operation can be accommodated. Fixed route service will be expected to park near or at the vendor's facility.

71. Does the current operating stock cover the entire scope of the transportation requirements?

Yes.

72. What is the age of the current fleet?

See Table 1: List of Vehicles – Point to Point.

How often does the University require the fleet to be updated, i.e. is there an age restriction on operating vehicles?

Please refer to the RFP, Page 12, I. Vehicle Requirements for Both Fixed Route and Point-to-Point Services.

73. When the vehicles need to be replaced are the costs for branding/wrapping the responsibility of the contractor?

Yes.

74. Does the contract require a charter bus that is wrapped with the VCU logo or can a non-branded bus be used for On-Call Charters?

No, charters can be accomplished with equipment used in the contract or other vehicles that are non-branded.

75. Who is the incumbent and are they eligible for re-award?

The current contractor is Groome Transportation. Yes, they are eligible to bid on this RFP.

76. Would the University consider replacing the Liquidated Damages section with a more specific requirement for penalties that better define the standards?

Vendors must state any exceptions to any requirements or terms and conditions in Appendix III – Exceptions.

77. Alternatively, could vendors propose an alternative to this liquidated damages language for the review and consideration of VCU?

See response to Question 76.

78. Please provide the current On-Time Performance for the last 12 months.

Currently VCU does not have a timed schedule; it is about tracking headways (time between buses).

79. Please provide wage and benefit for each type of service, both the Ram Ride and Point to Point.

VCU does not have a wage or benefit amount. VCU will be evaluating a vendor's ability to hire/retain sufficient amounts of drivers.

80. Will there be an opportunity to perform an inspection available on the fleet for the Point to Point.

VCU can arrange an inspection by appointment.

81. If VCU owns the Transloc Hardware, is it the current 4G hardware provided by Transloc?

VCU doesn't own the Transloc Hardware

82. The RFP references Card readers (if available), is this required by VCU or an optional technology?

Optional technology but recommended.

83. The RFP states Physical Delivery of proposals; we assume that delivery by FedEx is acceptable, can this be clarified?

Delivery via FedEx, UPS, hand delivery or courier is acceptable. Please do not send via US Mail.

84. May we have a copy of the pre-proposal sign-in sheet?

It is already downloadable in eVA.

85. May we have a copy of the budget for each of the last three (3) years?

Budgeted amount for each of the last 3 years:

Route	2016	2017	2018
Campus Connector	\$1,144,827.00	\$1,179,663.00	\$1,198,368.00
A Lot	\$598,928.00	\$442,222.00	\$463,595.00
M Lot	\$751,415.00	\$758,212.00	\$829,283.00
I Lot	\$599,861.00	\$593,378.00	\$592,782.00
R Lot	\$3,571.00	\$142,331.00	\$235,219.00
RamSafe	\$1,076,762.00	\$1,189,316.00	\$1,208,580.00

86. May we have current data pertaining to ridership per day and month?

Fixed route daily ridership numbers are not tracked. Here are the fixed route monthly ridership numbers for FY18:

Route	July	August	September	October	November	December
Campus Connector	23,313	41,923	62,748	70,041	63,700	41,335
Sanger Express A-Lot	14,939	25,527	26,898	28,274	22,751	12,411
Medical Center I-Lot	8,180	16,772	13,597	13,851	17,839	11,075
Mayo Island M-Lot	10,546	17,897	22,737	17,483	18,765	16,211
Campus Express		1,058	3,392	5,222	99	
R-Lot Route	5,088	5,100	257	2,697	5,496	2,351
Total Monthly Ridership	62,066	108,277	129,629	137,568	128,650	83,383

	January	February	March	April	May	June
Campus Connector	38,339	48,386	59,985	56,043	20,555	11,899
Sanger Express A-Lot	10,140	3,719	11,117	7,078	6,758	16,304
Medical Center I-Lot	10,834	16,807	16,276	14,514	18,172	6,533
Mayo Island M-Lot	31,723	43,990	19,455	31,704	25,230	22,982
Campus Express						
R-Lot Route	8,721	11,527	10,223	13,793	4,590	5,816
Total Monthly Ridership	99,757	124,429	117,056	123,132	75,305	63,534

Annual Ridership

Campus Connector	538,267
Sanger Express A-Lot	185,916
Medical Center I-Lot	164,450
Mayo Island M-Lot	278,723
Campus Express	9,771
R-Lot Route	75,659

Point to Point Jan 1, 2018 to December 31, 2018:

Day	Request Trips	Requested Trips Completed	Requested Trips Cancelled
Sunday	14807	9771	5036
Monday	17802	11805	5997
Tuesday	19048	12581	6467
Wednesday	19047	12743	6304
Thursday	18542	12458	6084
Friday	16298	11137	5161
Saturday	15041	9904	5137

	# of Passengers	# Passengers Completed	# of Passengers Cancelled
Sunday	21616	13777	7839
Monday	23373	15023	8350
Tuesday	24941	16029	8912
Wednesday	25044	16328	8716
Thursday	24589	16154	8435
Friday	23510	15420	8090
Saturday	23299	14739	8560

87. Does the University consider leasing vehicles the same as owning vehicles?

The ownership or leasing of the vehicles for the fixed route service is at the discretion of the vendor, however the Point to Point equipment must be purchased.

88. Would the University accept a proposal with modifications to the existing routes?

The proposal should be as stated, however we are willing to discuss modifications after the award is made.

89. May we have a copy of the current bus fleet, showing the make, model, seating capacity and fuel type for each current vehicle being operated?

The fixed route fleet is owned by the vendor; that information isn't available.

See Table 1: List of Vehicles - Point to Point.

90. Why is the University seeking to make a change from the current operator?

The current contract is nearing the end of its renewal and to provide the opportunity to acquire new equipment.

91. May we have a copy of the pay scale for current employees?

The vendor is responsible for paying at a rate that is sufficient to hire and retain employees to complete the requirements of the contract.

92. May we have a map showing current shuttle routes?

A Route Map will be an attachment available for download in eVA.

93. Can you clarify the total billable hours that RamRide and RamSafe should each base the hourly rate on, to insure comparable rates from all contractors?

See Table 2: Fixed Route Projected Hours and Table 3 – Point to Point (RamSafe) Operation

94. Is the award for one vendor?

The intent is to award to one vendor.

95. What Was the previous solicitation number?

4819372CM

96. What is the current contract year Cost-Per-Hour for the RamRide service?

\$72.00 per hour.

97. Are there any additional charges from the current Contractor to VCU for this service (ex: management fee, fuel, parking, etc.)?

No.

98. P.5 Sec IV.A.2.b – indicates ridership has decreased since 2017. Is there any indication why?

There has been changing of room orientations and student living arrangements, as well as a stabilization of the student population.

99. P.6 Sec.IV.A.2.g.i.(1).(a) – seems to be missing the stated number of buses needed to keep a 10- minute headway until 8 pm. Please supply this number.

We currently peak with 5 buses on route for the Campus Connector, although it is the responsibility of the vendor to maintain the headways.

100. P.6 Sec.IV.A.2.g.i.(1).(a) – Does this indicate that only 2 buses are required to keep the 15-minute headway after 8pm and on weekends? If not, please state number of buses needed.

That is our current service level. There is a high probability that the Campus Connector will be terminated prior to the start of the new contract.

101. P.6 Sec.IV.A.2.g.i.(1).(b) – Please state the dates for 2019 Summer Semester.

May 10 through Aug 18 – There could be some variation upon the resumption of academic year service as groups do sometimes request earlier starts. Although as previously stated the Campus Connector will

likely be terminated at that point and the semester has no impact upon the remote lot shuttles.

102. P.6 Sec.IV.A.2.g.ii.(1).(a) – [I-Lot] Please clarify the days/hours of “peaks” and/or “between peaks”.

The service runs M-F as stated in the RFP. Peak is from 6:30 AM to 8:30 AM and from 4:30 PM to 6:30 PM.

103. P.6 Sec.IV.A.2.g.ii.(2).(a) – [A-Lot] Please specify the days/hours of “peak periods”.

The service runs M-F as stated in the RFP. Peak is from 6:30 AM to 8:30 AM and from 4:30 PM to 6:30 PM.

104. Is it permissible to park 1 – 2 spare buses in the M or R lot to provide a fast replacement in the event of a break-down?

No, however we can discuss other locations that may be possible with the selected Vendor.

105. P.7 Sec.IV.A.2.g.iii. – Please supply past 12 months trip data for charter service inside and outside of 100 mile radius including:

745 hours of billable service, none outside the 100 mile radius, never more than 2 buses on a charter. If the charter is for more than 25 people we give them the contact information to the companies VCU has agreements with to provide services, and we don’t have tracked data on that as we are not providing that service.

a. Date and Times of Charter Trip

Pickup Date		
7/6/2017 13:00	10/14/2017 17:30	2/28/2018 9:30
7/8/2017	10/15/2017 12:30	2/28/2018 11:45
7/8/2017 10:45	10/19/2017 17:30	2/28/2018 14:45
7/11/2017 11:00	10/20/2017 7:30	2/28/2018 15:00
7/11/2017 12:30	10/21/2017 7:30	3/6/2018 8:00
7/13/2017 11:00	10/22/2017 7:30	3/12/2018 11:00
7/13/2017 17:45	10/28/2017 10:00	3/14/2018 9:30
7/16/2017 9:00	10/28/2017 10:30	3/14/2018 11:45
7/18/2017 9:30	10/28/2017 17:30	3/14/2018 14:45
7/18/2017 11:00	11/2/2017 11:00	3/17/2018 10:30
7/20/2017 11:00	11/2/2017 16:15	3/23/2018 9:30
7/22/2017 9:00	11/3/2017 8:30	3/25/2018 18:00
7/25/2017 11:00	11/3/2017 15:00	3/26/2018 11:00
7/26/2017 12:00	11/3/2017 16:00	3/28/2018 9:30
7/27/2017 11:00	11/4/2017 9:15	3/28/2018 11:45
7/28/2017 3:00	11/4/2017 11:00	3/28/2018 14:45
7/31/2017 1:00	11/5/2017 10:15	3/28/2018 15:00
8/1/2017 8:15	11/5/2017 17:15	4/7/2018 10:30

8/1/2017 11:00	11/6/2017 8:00	4/11/2018 15:00
8/2/2017 8:15	11/7/2017 8:00	4/12/2018 14:00
8/3/2017 8:15	11/8/2017 11:30	4/16/2018 11:00
8/3/2017 18:30	11/10/2017 11:00	4/18/2018 9:30
8/4/2017 8:15	11/10/2017 11:30	4/18/2018 11:45
8/5/2017 8:15	11/15/2017 7:45	4/25/2018 14:45
8/7/2017 8:15	11/19/2017 15:15	4/25/2018 15:00
8/8/2017 8:15	11/28/2017 8:00	4/30/2018 11:00
8/9/2017 20:45	12/8/2017 11:00	5/4/2018 17:30
8/10/2017 15:30	12/8/2017 11:30	5/9/2018 15:00
8/18/2017 17:30	1/5/2018 16:00	5/15/2018 8:30
8/23/2017 13:00	1/11/2018 7:45	5/23/2018 15:00
8/24/2017 17:30	1/16/2018 8:00	5/28/2018 0:45
8/25/2017 17:30	1/17/2018 8:00	5/30/2018 13:30
8/27/2017 12:30	1/22/2018 11:00	6/4/2018 14:00
8/27/2017 17:30	1/24/2018 9:30	6/6/2018 15:00
9/1/2017 17:30	1/24/2018 11:45	6/19/2018 12:00
9/3/2017 17:30	1/24/2018 14:45	6/20/2018 15:00
9/14/2017 17:30	1/31/2018 14:45	6/22/2018 12:00
9/15/2017 8:45	1/31/2018 15:00	6/26/2018 12:00
9/19/2017 8:00	2/3/2018 9:45	6/29/2018 12:00
9/20/2017 8:00	2/7/2018 14:45	
9/21/2017 17:30	2/12/2018 11:00	
9/22/2017 11:00	2/14/2018 9:30	
10/4/2017 14:00	2/14/2018 11:45	
10/4/2017 17:30	2/14/2018 15:00	
10/5/2017 10:30	2/21/2018 14:45	
10/5/2017 17:30	2/22/2018 7:30	
10/6/2017 8:00	2/22/2018 17:00	
10/7/2017 10:30	2/23/2018 7:30	
10/11/2017 17:30	2/23/2018 15:00	
10/13/2017 11:15	2/26/2018 11:00	

b. Number of buses used for the charter trip

No more than 2 buses used.

106. P.7 Sec.IV.A.2.g.iii. – How much advance notice will be given when a charter trip is requested from the Contractor?

VCU requests at least 5 business days prior to the requested service, although it may vary at times.

107. P.7 Sec.IV.A.2.g.iii. – Please state minimum equipment specifications for charters outside of 100 mile radius (i.e. bathroom, etc.)?

That would depend upon the numbers of passengers in the request. The expectation is that there would be over the road equipment that would handle this type of work. We didn't have any charters out of the 100 mile radius last year.

108. P.7 Sec.IV.A.2.g.iii. – Is it permissible to subcontract some/all this charter service to a VCU-approved sub-contractor?

Sub-contracting with another vendor is permissible. VCU recommends sub-contracting with a Virginia SBSD Certified SWaM vendor to provide the services.

109. P.7 Sec.IV.A.3.a.i.(1) – Will VCU require that Contractor replace these vehicles with similar vehicles?

This can be negotiated, however the vehicles must meet the requirements stated in I. Vehicle Requirements for both Fixed Route and Point to Point Services.

110. P.7 Sec.IV.A.3.a.i.(1) – Will VCU allow Contractor to transition to smaller vehicles, for example, mini- vans?

See response to Question 109.

This can be negotiated, however a key feature is we need to be ADA accessible. Twelve (12) passenger vans may be considered as well.

111. P.7 Sec.IV.A.3.a.i. – In order to secure a lower cost for the RamSafe service, will VCU consider allowing Contractor to use its own company vehicles with LARGE magnetic VCU RamSafe signs on all driver and passenger doors and on rear of vehicle?

No, those vehicles must be VCU branded as well.

112. P.7 Sec.IV.A.3.a.i. – For the 16 RamSafe vehicles that VCU is requesting the Contractor to purchase from the school, please provide the following information:

- a. Vehicle year, make, and model
- b. Current mileage
- c. Is vehicle an LPG fuel vehicle
- d. What type of LPG kit is on vehicle, if available

See Table 1: List of Vehicles – Point-to-Point

113. Does VCU currently provide LPG fuel on campus? If so, where is fuel station located? If not, where do the LPG vehicles get fuel?

There isn't an LPG station on campus. We get ours from the state fleet fuel site, however I believe that is limited to state owned and utilized vehicles.

114. P.8 Sec.IV.A.3.a.v. – Is this meant to be in addition to the charter services requested in the Fixed Route section above?

This is meant to have the vendor aware that most of our charters are with smaller vehicles and can be appraised as part of the charter work and the data provided previously in these questions.

115. P.8 Sec.IV.B.1.b.ii. – there appears to be a typo here. If so, please restate correct requirement(s).

See revised requirement on Page 1 of Addendum, I, B.

116. P.8 Sec.IV.B.1.d. – Is there an indication that that one of these services may be cancelled?

The only portion of our service that is anticipated or indicated to be terminated at this time is the Campus Connector which has been noted in the RFP as anticipated to be closing prior to commencement.

117. P.10 Sec.IV.H.1.1.i. – Does VCU desire that the Contractor provide a General Manager specifically and solely for these services (i.e. that the GM does not oversee non-VCU services)?

The GM may oversee other things but VCU must be the priority, and oversight of the operation, responsiveness, and communication will be essential in this 24 hour operation.

118. P.13 Sec.IV.I.4.b.v.(4) – Is VCU requiring “active” cameras which are attached to a broadcast broadband service so that VCU can log in and see what is occurring on the vehicle while it is occurring?

VCU can wait until the route completion; the University just needs the ability to review the cameras.

119. P.13 Sec.IV.I.4.b.v.(4) – Is VCU requiring cameras which constantly record activities on the vehicle and download via WiFi to a server on a regular basis, but are not attached to a broadband connection?

The cameras need to constantly record activities on the vehicle, and download at least once a day, the downloads need to be accessible to VCU Transportation leadership, with the ability to view and copy clips.

120. P.14 Sec.IV.I.6.b.ii.(4) – Does VCU want the Contractor to pay the cost of the TapRide software? If so, please state the cost per month and/or per vehicle.

See response to Question 46.

121. P.16 Sec.IV.J.1.2.a. – Are card readers currently used for this service? If so, what make/model of card readers are currently used?

Fixed Route uses card readers, the RamSafe service doesn't. Make and model information is not available, but they would need to read the RFID chip in our badges.

122. P.16 Sec.IV.J.1.2.a. – What is meant by “(if available)” in this requirement?

It is not a requirement, however boarding must be checked and tracked either by card reader, or presentation of ID card, and there is a reporting requirement of Accurate ridership statistics for each route for each vehicle trip by: Hour, Day, Week, Month, and Stop. As long as the other pieces of the requirements are met, then card readers are not required.

123. P.32.XXIII.J.2.b. – Please define “extended period of time.”

Extended period of time would be anything that is outside of the reasonable expectation for repair or replacement. Our major concern is

that you maintain a fleet of functional vehicles in similar condition rather than having certain vehicles that are excessively more utilized than others. That being said some issues take longer to fix and receive parts to fix, thus a specific definition of time period for this is difficult.

124. P.32.XXIII.J.2.c.iii. – Please define “missed trips” and “missed service”, and state how many/much would constitute a need for liquidated damages.

Missed trip would be any charter that was missed. Missed service would be time based where the vehicle is not on route providing the agreed upon service.

VCU requires the service to be staffed in full.

Missed Trips – These would be judged on a case by case basis. Missing a trip is a serious issue. VCU reserves the right to seek liquidated damages on the first issue, if the resolution or recovery is not satisfactory to the University.

Missed Service - 10% or more would force us to move towards liquidated damages, however if there is consistently a shortage of less than 10%, that could also force us to pursue liquidated damages if a pattern is identified.

Examples:

Missed trip – The welcome center books a charter to take a group of prospective students on a tour of both MCV campus and MPC. The charter is scheduled to depart at 3PM and run to 5PM. No bus shows up at the pickup point.

Missed Service: There are 3 buses scheduled to be on route at 5AM, upon review of the AVL it is found that at 5AM there was 2 buses and a 3rd bus was added at 5:30. This is indicative of 30 minutes of missed service.

125. Regarding the Performance Bond, can you clarify the contract amount is the hourly rate multiplied by the number of hours?

It would be the hourly rate multiplied by the estimated number of hours.

126. According to the agreement, VCU may cancel or modify the agreement at any time. If VCU were to exercise this right, would it offer any concessions for the financial impact to the contractor, such as a change in the number of busses required?

This cannot be determined at this time.

127. Interim Fleet – Is there any minimum interim fleet expectations until the new fleet arrives.

See response to Question 23.

128. Are you running RamSafe with or without dispatchers?

VCU is currently running RamSafe with dispatchers.

129. Would the dispatchers be a part of this contract or would they continue to run through VCU?

The dispatchers would be part of this contract.

Vehicle and Route Tables

Table 1: List of Vehicles – Point-to-Point

LICENSE	VIN	YEAR	MAKE	MODEL	Alt #	Status	OFFICE	Miles/YR	DOORS	# PASSENGER	Fuel Type	Color
46624S	1FDFE4F S6EDB10 509	2014	FORD	E450	647	ACTIVE	RAMSafe	50,423	2	17	LP & GAS	WHITE
46625S	1FDFE4F S1EDB10 515	2014	FORD	E450	648	ACTIVE	RAMSafe	50,549	2	17	LP & GAS	WHITE
56309S	1FDEE3F S2DDA50 975	2013	FORD	E350	642	ACTIVE	RAMSafe	38,131	3	12	LP & GAS	WHITE
56310S	1FDEE3F S5DDA40 019	2013	FORD	E350	641	ACTIVE	RAMSafe	48,263	3	12	LP & GAS	WHITE
56312S	1FDFE4F S7DDA93 217	2013	FORD	E450	643	ACTIVE	RAMSafe	60,656	2	17	LP & GAS	WHITE
56313S	1FDFE4F S2DDA93 335	2013	FORD	E450	645	ACTIVE	RAMSafe	56,711	2	17	LP & GAS	WHITE
56314S	1FDFE4F S0DDA93 222	2013	FORD	E450	646	ACTIVE	RAMSafe	55,147	2	17	LP & GAS	WHITE
59954S	1FMNE1 BW0BDA 90496	2011	FORD	E150	608	ACTIVE	RAMSafe	65,251	3	8	E85	WHITE
59955S	1FMNE1 BW9BDA 90495	2011	FORD	E150	607	ACTIVE	RAMSafe	58,176	3	8	E85	WHITE
70567S	1FDFE4F S1HDC01 532	2017	FORD	E450	640	ACTIVE	RAMSafe	28,218	3	25	LP & GAS	WHITE
70568S	1FDFE4F S3HDC01 533	2017	FORD	E450	644	ACTIVE	RAMSafe	24,175	3	25	LP & GAS	WHITE
70569S	1FDFE4F S0HDC01 537	2017	FORD	E450	649	ACTIVE	RAMSafe	23,789	3	25	LP & GAS	WHITE
70570S	1FDFE4F S4HDC01 539	2017	FORD	E450	650	ACTIVE	RAMSafe	20,764	3	25	LP & GAS	WHITE
72366s	2C4RDG B2JR320	2018	DODGE	GRAND CARAVA	651	ACTIVE	RAMSafe	3,393		6	E85	WHITE

Table 2: Fixed Route Projected Hours

Projected Hours for FY19 by Route and Month					
	Campus Connector	Sanger Express - A	Medical Center - I L	Mayo Island - M Lot	Mayo Island - R Lot
MONTH					
July	558	504	630	882	252
August	1,355	552	690	966	276
September	1629.5	456	570	798	228
October	1853.5	552	690	966	276
November	1642	480	600	840	240
December	1273	480	600	840	240
January	1529	504	630	882	252
February	1642	480	600	840	240
March	1442	504	630	882	252
April	1783	528	660	924	264
May	1072	528	660	924	264
June	560	480	600	840	240
Totals by Route	16339	6048	7560	10584	3024
Projected Total	43555				

Table 3 – Point to Point (RamSafe) Operation

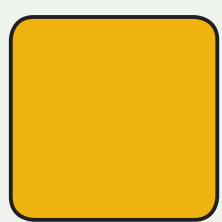
Operating 15 hours a day – 80 hours per day – 7 days per week – 360 days per year – 28800 hours
Seven (7) drivers from 4:30 PM to 1:00 AM
One (1) Driver from 7:30 PM to 4:00 AM
Two (2) Drivers from 11:45 PM to 8:15 AM
Five (5) days per year – (Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day) – 40 hours per day – 200 hours
Five (5) Drivers from 4:30 PM to 1:00 AM
Two (2) dispatchers working – 16 hours per day- 7 days per week- 360 days per year – 5760 hours
Five (5) days per year – (Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day) – 8 hours per day – 40 hours – One (1) dispatcher from 4:30 PM to 1:00 AM

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Name of Firm

Signature/Title

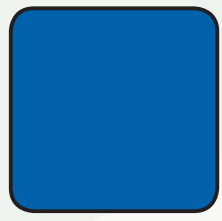
Date



Campus Connector Express

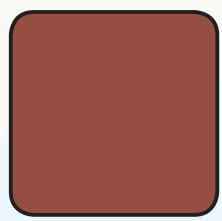
Fall & Spring Semester
M-F 6:00am to 12am • S-S 8am to 12am

Summer Semester
M-F 7am to 7pm, No weekend service



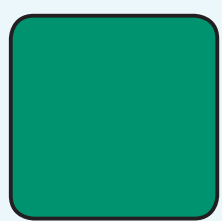
A Lot Route

M-F 4am to 8pm



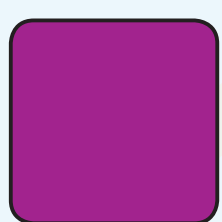
I Lot Route

M-F 5:30am to 8pm



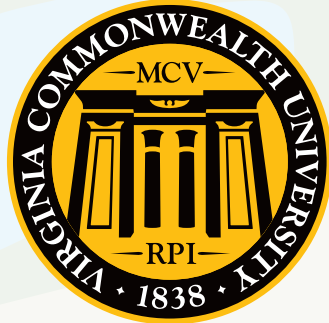
M Lot Route

M-F 5am to 12am



R Lot Route

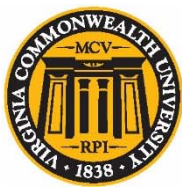
M-F 6:30am to 8:30am • 4:30pm to 6:30pm
Lot serviced by M Lot bus all other times



VCU

VIRGINIA COMMONWEALTH UNIVERSITY

www.parking.vcu.edu | ramride@vcu.edu | 828-PARK



VCU Procurement Services

RFP No. 8422966CK – Addendum No. 2

DATE: January 25, 2019

ADDENDUM NO. 2 TO ALL OFFERORS:

Reference - Request for Proposals:	RFP # 8422966CK
Commodity/Title:	Bus Transportation Services
Issue Date:	December 21, 2018
Proposals Due:	January 30, 2019
Pre-Proposal Conference:	January 22, 2019

The above is hereby changed to read:

1. RFP OPENING DATE:

The RFP Opening Date has been extended from January 30, 2019 to February 6, 2019.

2. Pre-Proposal Conference Sign-in Register

The Pre-Proposal Conference Sign-In Register is now available for download.



VCU Procurement Services

RFP No. 8422966CK – Addendum No. 1

DATE: January 11, 2019

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals:	RFP # 8422966CK
Commodity/Title:	Bus Transportation Services
Issue Date:	December 21, 2018
Proposals Due:	January 30, 2019
Pre-Proposal Conference:	January 14, 2019

The above is hereby changed to read:

1. III. PRE-PROPOSAL CONFERENCE:

Due to the possibility of inclement weather in the Richmond Area, the Pre-Proposal Conference has been rescheduled to **Tuesday, January 22, 2019 at 12:30 PM**. The location will still be at **912 W. Grace Street, 5th Floor, Richmond, VA 23284**. Conference Call-In will still be available.

2. XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS:

Questions concerning this RFP must be received via email no later than: **January 22, 2019**.

**VIRGINIA COMMONWEALTH UNIVERSITY
REQUEST FOR PROPOSALS (RFP)
BUS TRANSPORTATION SERVICES
#8422966CK**

OFFER FORM

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. Furthermore, the undersigned agrees not to start any work relative to this particular solicitation until a resulting formal signed Purchase Order is received by the Contractor from University Purchasing. Any work relative to this solicitation performed by the Contractor prior to receiving a formal signed Purchase Order shall be at the Contractor's own risk and shall not be subject to reimbursement by the University. **Signature below constitutes acknowledgement of all information contained through links referenced herein.**


A. GENERAL INFORMATION:

Name & Address of Firm:

Errands Plus Inc dba RMA Worldwide

Date: 2/4/2019

12270 Wilkins Avenue

By (Signature In Ink): 

Rockville, MD Zip Code 20852

Name Typed: Art Miesemer

E-Mail Address: amiesemer@rmalimo.com

Title: Sr. VP of Business Development

Telephone: (800) 878-7743

Fax Number: ()

Toll free, if available

Toll free, if available

DUNS NO.: 621732874

FEI/FIN NO.: 52-1581475

B. SMALL, MINORITY & WOMAN OWNED BUSINESS INFORMATION

MINORITY-OWNED BUSINESS: () YES (x) NO WOMEN-OWNED: () YES (x) NO
REGISTERED WITH eVA: () YES (x) NO SMALL BUSINESS: () YES (x) NO
VIRGINIA DSBSD CERTIFIED: () YES (x) NO VIRGINIA DSBSD CERTIFICATION#: _____

C. PROPRIETARY OR CONFIDENTIAL INFORMATION

X	Check the box to the left "if" your proposal contains proprietary or confidential information. If so, add an attachment sheet to this form with details.	See Paragraph X for more information
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D. ACKNOWLEDGEMENT OF ADDENDA: Acknowledge your receipt of any addenda that may have been issued under this solicitation.

See Paragraph VIII for more information

Addendum #	Addendum 1	Addendum #	Addendum 3
Addendum Date	<u>1 / 11 / 2019</u>	Addendum Date	<u>2 / 06 / 2019</u>
Addendum #	Addendum 2	Addendum #	
Addendum Date	<u>1 / 25 / 2019</u>	Addendum Date	<u> / / </u>

Affix this Form as the FIRST PAGE of your proposal.

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I. PURPOSE

- A. The intent and purpose of this Request for Proposals (RFP) is to establish a term contract with a qualified vendor that can provide Fixed Route Transit Services and an option for Point to Point Safety Shuttle Service for Virginia Commonwealth University (VCU), an agency of the Commonwealth of Virginia.

Term: The initial contract term shall be five (5)-years, with the option of one (1) five (5)-year renewal, to be executed upon mutual signed agreement of both parties.

- B. COOPERATIVE PROCUREMENT: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. Upon request, the Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances. Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

- C. OPTIONAL-USE CONTRACT: The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

II. THE UNIVERSITY

Located on two downtown campuses in Richmond, VCU enrolls more than 31,000 students in 217 certificate and degree programs in the arts, sciences and humanities. Thirty-eight of the programs are unique in Virginia, and VCU is one of just 28 public universities with an academic medical center nationwide to receive Carnegie Foundation designations of "Highest Research Activity" and "Community Engaged." As one of the nation's top research universities, VCU attracts more than \$275 million a year in sponsored research funding.

The VCU Health brand represents the health sciences schools of VCU, the VCU Massey Cancer Center and the VCU Health System, which comprises VCU Medical Center (the only academic medical center and Level I trauma center in the region), Community Memorial Hospital, Children's Hospital of Richmond at VCU, MCV Physicians (a practice of more than 750 physicians) and Virginia Premier Health Plan.

The university and its medical center are the largest-single employer in the Richmond area, with more than 22,000 employees, including more than 2,000 full-time instructional faculty — many of them nationally and internationally recognized in their fields. VCU's total economic impact on Virginia is nearly \$6 billion, with more than \$3 billion in annual spending that supports more than 63,000 jobs.

VCU's 17 varsity sports compete at the NCAA Division I level as members of the Atlantic 10 Conference. In recent years, VCU has participated in NCAA Tournaments in men's and women's basketball, baseball, golf,

men's soccer and men's and women's tennis, including the VCU men's basketball team's run to the Final Four in 2011.

III. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at 11:00 AM on January 14, 2019 at:

**VCU Procurement Services
912 W. Grace Street, 5th Floor
Richmond, VA 23284**

For directions and paid parking information visit:

<https://parking.vcu.edu/parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to Christopher C. Kersey at ckersey2@vcu.edu prior to the conference.

While attendance at this conference is optional, Offerors who intend to submit a proposal are highly encouraged to attend and to have a copy of this solicitation to reference. Any questions and answers that are presented during the conference or any changes to the solicitation resulting from this conference will be issued in a written addendum to the solicitation.

Firms may participate in the pre-proposal conference via conference call. Dial in information is below:

- "Dial-In" numbers:
 - 866-842-5779 (United States and Canada)
 - 832-445-3763 (International)
- Conference Code # 8291055716, Enter when prompted followed by the # sign.
- "Dial-In" at the scheduled date and time.

IV. STATEMENT OF NEEDS

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. Background Information:

1. Transit Services:

- a) The Virginia Commonwealth University, Office of Parking and Transportation Services provides fixed route shuttle transit services (RamRide) and point to point shared safe ride service (RamSafe) for college students, faculty and staff, alumni, and visitors.

2. Fixed Routes (RamRide):

- a) VCU Currently has transit services within and between the Monroe Park Campus (MPC) and the MCV Campus through 6 distinct routes:
- b) Total ridership in 2018 was 1.2 million passengers and 1.3 million passengers in 2017.
- c) There are existing designated stops and shelters along the routes.
- d) Road closures and certain holidays may impact RamRides operating times and areas; however, notifications will be posted in advance.
- e) Service Operations
 - i. Varying number of buses on road scheduled to meet needs. There are up to 14 buses on the road at any point in time.
- f) Operating Stock is owned by our current vendor as will be the case in this contract.

- i. All vehicles seat a minimum of 28 passengers and have standing room for additional passengers. See requirements in I. Vehicle Requirements for both Fixed Route and Point to point Services.
- g) Routes and Schedules:
 - i. Current hours of service, days of service, and break period services are listed below.
 - (1) Ram Ride Campus Connector operates year round between the MCV Campus and the MPC. (The Campus Connector Service may be terminated prior to contract award.)
 - (a) Spring and Fall Semesters from mid-August to mid-May:
 - (i) Buses or as needed to keep 10 minute headways until 8:00 PM and on weekends where 2 buses are used to keep 15 minute headways.
 - (ii) Monday through Friday hours are from 6:00 am to 12:00 am.
 - (iii) Saturday and Sunday hours are from 8:00 am to 12:00 am
 - (b) Summer Semester – mid-May to mid-August:
 - (i) 2 buses or as needed to keep 15 minute headways
 - (ii) Monday through Friday hours are from 7:00 am to 7:00 pm.
 - (iii) Saturday and Sunday – No Service
 - (c) Winter and Spring Breaks
 - (i) 2 buses or as needed to keep 15 minute headways
 - (ii) Monday through Friday hours are from 7:00 am to 7:00 pm.
 - (iii) Saturday and Sunday – No Service
 - ii. There are four (4) lots/parking facilities that are serviced by shuttles for faculty, staff, and students.
 - (1) Ram Ride I Lot Route year round service
 - (a) 2 buses to provide approximately 10 minute headways during peaks, 1 bus between peak periods
 - (b) Monday through Friday hours are from 5:30 am to 8:00 pm
 - (c) Saturday and Sunday – No Service
 - (2) RamRide A Lot Route year round service
 - (a) 2 buses to provide approximately 10 minute headways, 3 buses are used during peak periods to address capacity issues
 - (b) Monday through Friday hours are from 4:00 to 8:00 pm
 - (c) Saturday and Sunday – No Service
 - (3) RamRide M Lot Route Year Round Service - Peak Service Only (3 buses)
 - (a) Monday through Friday
 - (i) Morning peak hours are 6:30 am to 8:30 am
 - (ii) Afternoon peak hours are 4:30 pm to 6:30 pm
 - (iii) Saturday and Sunday - No service
 - (4) RamRide R Lot Route year round service peak service only (3 buses)
 - (a) Monday through Friday
 - (i) Morning peak hours are 6:30 am to 8:30 am

- (ii) Afternoon peak hours are 4:30 pm to 6:30 pm
- (iii) Saturday and Sunday - No service
- (5) RamRide M & R Lot Route year round service (2 buses)
 - (a) Monday through Friday
 - (i) 5:00 am to 6:30 am
 - (ii) 8:30 am to 4:30 pm
 - (iii) 6:30 pm to 12 am
 - (iv) Saturday and Sunday - No service

iii. On-Call Charter Availability

- (1) The Contractor should be available to provide charter service to VCU for Local charters within the City of Richmond and out to a 100 mile radius from the Monroe Park Campus.
 - (a) This service should be provided if the equipment and personnel are available.
 - (i) Prior approval to utilize VCU logo equipment must be received from the VCU Manager of Transportation and Fleet (or designee)
 - (ii) These local charters should be provided at the contract rate.
- (2) Charters outside the 100 mile radius may be offered, however non VCU logo equipment must be used, and charter rates determined by the Contractor may be applied.

3. Point to Point Safe Ride Shuttle Service (RamSafe):

- a) RamSafe is the point-to-point evening transportation service dedicated for VCU students, faculty and staff. The program provides safe and free transportation to on-campus locations and nearby residences and buildings within defined boundaries on the Monroe Park and MCV campuses.
 - i. Service operations: Varying numbers of shuttles depending upon demand, current operations have up to 7 shuttles on the road at times and a minimum of 2. The target is to maintain wait times below 15 minutes, with none to exceed 20 minutes.
 - (1) Current operating stock consisting of 16 vehicles: to be purchased by the contract awardee at fair market value; to be determined by evaluation and comparison of 3 similar vehicles in this market at retail value.
 - (2) 13 Ford Cut Away Vehicles ranging to a capacity of 25 passengers
 - (3) 1 Dodge Caravan 7 passenger capacity
 - (4) 2 Ford Econoline 12 passenger vans
 - ii. Schedule:
 - (1) MPC (Monroe Park Campus) - 365 days a year from 5:00 pm to 8:00 am
 - (2) Cross Campus Service – Aligned with RamRide Campus Connector hours
 - (a) Fall Semester and Spring Semester
 - (b) Monday through Friday hours are from 12:00 am to 6:00 am
 - (c) Saturday and Sunday hours are from 12:00 am to 7:30 am
 - (3) Summer Semester and breaks
 - i. Monday through Friday hours are from 7:00 pm to 6:45 am

- ii. Saturday and Sunday hours are from 5:00 pm to 7:30 am
- iii. Operational area: within VCU's jurisdiction.
- iv. Other:
 - (1) Road closures and certain holidays may impact RamSafe's operating times and areas; however, notifications will be posted in advance.
- v. On-Call Charter Availability
 - (1) The Contractor should be available to provide charter service to VCU for Local charters within the City of Richmond and out to a 100 mile radius from the Monroe Park Campus.
 - (a) This service should be provided if the equipment and personnel are available.
 - (i) Prior approval to utilize VCU logo equipment must be received from the VCU Manager of Transportation and Fleet (or designee)
 - (ii) These local charters should be provided at the contract rate.
 - (2) Charters outside the 100 mile radius may be offered, however non VCU logo equipment must be used, and charter rates determined by the Contractor may be applied.

B. General Service Requirements:

1. At Minimum, the Contractor:

- a) Should provide and manage, safe, cost effective fixed route shuttle transit and point to point services in, and in response to this RFP.
- b) Shall furnish and pay all costs associated with equipment and personnel necessary to provide and facilitate the shuttle transit and point to point services specified in, and in response to, this RFP, to include but not limited to:
 - i. Vehicles – to include, but not limited: Fuel, insurance, equipment, tools, maintenance/repairs, materials, supplies, incidentals, and all other related goods/services; and
 - ii. Personnel – To include, but not limited to professional, a local manager, road supervisors, and experienced operators (labor) with proper licensure and/or certifications to operate transit equipment, supervision, maintenance and repair services, criminal background checks, drug/alcohol testing, and all other related goods/ services.
- c) Shall comply with all applicable city ordinances, state and federal commercial transportation laws and regulations pertaining to (motor coach) transportation.
- d) Shall accept that VCU's current or modified transportation services may be modified, canceled individually and at the sole discretion of VCU. New services may be added, upon mutually agreeable implementation dates; and should not exceed 30 calendar days to implement any VCU requested shuttle route modifications (changes or adds)

C. Operator Requirements for both Fixed Route and Point to Point services:

1. Qualification Requirements:

1. Each operator assigned to VCU:

- i. Is professionally trained and experienced in operating the equipment to be utilized by the contractor during the performance of the contract; and, who at minimum:

(1) Fixed Route Service Operator shall have:

- (a) A Valid Virginia Commercial Operator's License, with a (passenger bus) endorsement.
- (b) Three (3) years of any driving experience;
- (c) One (1) year of licensed commercial driving experience with passenger-conveyance type vehicles seating 16 or more persons.
- (d) A current certification of formal Americans with Disabilities Act (ADA) training in the operation of specialized equipment for the impaired, to include but not limited to mobility, visual, and auditory. Specifically but not limited to wheelchair lifts, related tiedowns, and announcement systems;

(2) Point to Point Safe Ride Shuttle Service Operators shall have:

- i. A Valid Virginia Operator's License appropriate to the vehicle they are operating,
- ii. For operators not holding a Virginia Commercial Operator's License, a van training course is required.
- iii. Three (3) years of any driving experience;
- iv. One (1) year of licensed driving in a passenger-conveyance type vehicle.
- v. A current certification of formal ADA training in the operation of specialized equipment for the impaired, to include but not limited to mobility, visual, and auditory. Specifically but not limited to wheelchair lifts, related tiedowns, and announcement systems.

(3) Meets the current physical requirement(s) for commercial operators as set forth by the U.S. department of Transportation Federal Motor Carrier Safety standards, for local zone operations. (<https://www.fmcsa.dot.gov>)

(4) Complies with all applicable city ordinances, state and federal commercial transportation laws and regulations pertaining to bus (motor coach) transportation;

(5) Adheres to all the Contractor's policies/procedures, to include those pertaining to breaks (i.e. meals, restroom, smoking, etc.); and

(6) Presents a positive, pleasant, and courteous attitude when providing service.

2. No operator assigned to VCU has had:

- i. A conviction of driving under the influence of drugs or alcohol or driving while intoxicated, within the past five (5) years; or
- ii. An assignment (voluntary or judicial) to the Virginia Alcohol Safety Awareness Program (VASAP), or an equivalent program within the past five (5) years.

D. Communication Requirements:

1. The operator shall immediately notify the:

- a) Contractor's local office if a vehicle has become inoperable and a replacement bus is required.
- b) Police/fire department/ambulance, or the other appropriate emergency authority, and the VCU Manager of Transportation and Fleet (or designee), in case of an accident, service interruption, or other emergency.
- c) Police/fire department/ambulance, or the other appropriate emergency authority, and the VCU Manager of Transportation and Fleet (or designee) of any incident on or around a vehicle or property using proper procedures and forms

E. Restrictions:

1. The Contractor shall ensure that no operator:

1. Uses a cell phone or texts while the vehicle is in motion.
2. Smokes at, or within 25 feet of any VCU building, entrance to a shuttle vehicle, shuttle vehicle window, or at any location on the MCV Campus

F. Staffing Requirements:

1. At minimum, the Contractor shall ensure:
 1. Sufficient and consistent recruiting, hiring and training of bus operators. Also maintain staffing with and Extra Board to cover unforeseen circumstances. Also the utilization of part time operators to lower cost but to achieve operating standards are available in order to maintain efficient operation of all route schedules, and point to point operations.
 2. Operators will not work more than 11 hours per day per the FTA regulations and standards

G. Uniform Requirements:

1. At minimum:
 1. The Contractor's operators shall be professionally uniformed (to include name badges) in identical company uniforms at all times while performing services for VCU. Uniforms shall be approved by VCU parking and transportation management

H. Administrative Personnel Requirements:

1. At minimum the Contractor:
 1. General:
 - i. Should provide expert administrative and personnel supervision. Supervision; including but not limited to: a General Manager and Road Supervisors for both RamRide and RamSafe operations in order to ensure safe and efficient operation of all route schedules.
 - ii. Criminal Background Checks:
 - (1) Shall comply with Virginia Commonwealth University's (VCU) employment policies on criminal conviction investigations (<https://policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>) on all prospective candidates for full time or part time placement at VCU, including newly hired, rehired, seasonal, and or temporary employees. The investigations shall be conducted by a consumer reporting agency or firm regulated by the Fair Credit Reporting Act (FCRA), and the investigation shall conform in all respects to the requirements of the FCRA. The Contractor shall obtain written permission from the employee authorizing review by VCU of the data obtained from this investigation if the employee is to be considered for placement at the university. The Contractor shall not allow any employees to work on VCU premises without prior written authorization from VCU Human Resources (which shall in most cases be made available within two business days of the request). VCU's decision to deny an employee's placement at the University will be based on the job-relatedness of any criminal convictions and shall have no bearing on the Contractor's employment of any individual outside of this contract. The Contractor shall provide any adverse action notices required by the FCRA if the individual is not hired because of conviction investigation results.
 - (2) The background report for any employee the Contractor plans to place at VCU must be submitted to VCU Human Resources, Attn: HR Compliance. Reports must be submitted to VCU HR for review regardless of if the employee has a conviction listed or not. The reports shall be sent to:
 - (a) By E-Mail:

To: pafs@vcu.edu

Note: Subject line should begin with the Contractor's name
 - (b) By Mail

VCU Human Resources
Attn: HR Compliance
PO Box 842511
Richmond, VA 23284-2511

(c) By Courier or Hand Delivery

VCU Human Resources
Attn: HR Compliance
Lindsey House
600 West Franklin Street
Richmond, VA 23284-9017

iii. Training:

- (1) The contractor shall provide all training and development of personnel specific to VCU fixed Routes and/or areas serviced by point to point safety service.
- (1) By providing an extensive and comprehensive training program consisting of: trainers, behind the wheel trainers. Major focus on: Safety, Defensive Driving, and Customer Service. Also focus on retraining /re-focusing operators when necessary.
- (2) Have a formal Safety Program concentrating on daily and monthly safety and monthly (with scheduled monthly safety meetings)
- (3) Training for other essential personnel: supervisors and dispatchers

iv. DMV Records

- (1) Shall make the DMV record and qualifications of each operator assigned to VCU, available for VCU's review, upon request by VCU; and shall:
 - (1) Provide VCU with documentation that verifies that the contractor's operators have agreed to provide this information to VCU in accordance with the Virginia Privacy Act.

v. Drug/Alcohol Testing

- (1) Shall perform a random operator drug and alcohol test, upon request by VCU, Per FTA standards of testing at an approved facility

vi. Fines:

- (1) Shall be solely responsible for all fines and/or violations incurred by the Contractor's personnel while performing duties associated with this contract, either on or off a VCU campus.

vii. Accidents/Incidents

- (1) Shall verbally report all accidents and incidents immediately upon discovery, to the VCU Manager of Transportation and Fleet (or designee); and shall:

viii. Submit a written report to the VCU Manager of Transportation and Fleet (or designee), by the close of the first (1st) business day following the date of the accident and/or incident Utilizing the Road Supervisor(s) for: on the scene, investigation etc.

ix. Approval/Rejection of Operators:

- (1) Shall not assign any operator for further service at VCU, that VCU, in its sole discretion, determines is not qualified, competent, or acceptable for any other reason

(1) VCU's rejection of any operator shall apply solely to this contract and shall have no bearing on the Contractor's employment of an individual outside this contract.

x. Personnel Relations/Performance

(1) Shall be solely responsible for all of its personnel related matters (e.g. criminal background check criteria, performance, uniforms, etc.).

xi. Account Manager:

(1) Shall assign an "General Manager" as the Contractor's designated principal point of contact for VCU; the "General Manager" shall"

(1) Oversee the Daily operations, supervision and performance of the service (manager for the RamRide and RamSafe) meet the same criteria and expectations.

(2) Interact directly with the VCU Manager of Transportation and Fleet (and/or designee) to include:

(i) Consulting with Parking and Transportation on a monthly basis and more frequently as needed;

(ii) On ground resident manager performing on-site visits as necessary and upon request by VCU; and

(iii) Assisting VCU with matters such as, but not limited to: quality assurance, changes to VCU routes; personnel, invoices, contract renewals, etc.

(3) Be accessible via:

(i) Toll free telephone number

(ii) Cellular telephone number

(iii) E-Mail

(4) In the event there are any changes to the "General Manager's" contact information, the contractor should provide the VCU Manager of Transportation and Fleet (or designee) with the updated information by the time the changes are effective.

xii. Emergency Contact:

(1) Should assign a primary "Emergency" contact for VCU; the "Emergency Contact" (or designee) should be accessible:

(1) Seven (7) days per week, after the Contractor's normal business hours.

(2) Via:

(i) Cell phone; and

(ii) E-mail

(2) Provide the VCU Manager of Transportation and Fleet (or designee) with the "Emergency Contact's name, toll-free telephone number, email address and hours of availability EST; and

(a) In the event there are any changes to the "Emergency Contact's" contact information, the Contractor should provide the VCU Manager of Transportation and Fleet (or designee) with the updated information by the time the changes are effective.

I. Vehicle Requirements for both Fixed Route and Point to Point Services:

1. At minimum, the Contractor

1. General Requirements:

i. Shall ensure that each vehicle assigned to VCU:

- (1) Meets or exceeds all applicable rules and regulations for the Americans with Disabilities Act (ADA).
 - (2) Meets all applicable Federal, State and/or city vehicle licensing, safety inspection and insurance requirements.
 - (3) Is a commercial type vehicle – except in the case of vans or minivans which may be used in the point to point safety service.
- ii. Should ensure that each vehicle assigned to VCU:
 - (1) Is capable of transporting the appropriate number of passengers based upon ridership, to include accommodating standing passengers
 - (2) Fixed Route Shuttle services are to be in a “Low Floor” with a single step from the ground to the aisle and a step assist (e.g. kneeling, or extendable step)
 - (3) Fixed Route Shuttle Services vehicles are to have 2 passenger loading doors.
 - (4) Is no older than seven (7) years old.
 - (5) Is a non-smoking vehicle
2. Quantity Requirements:
 - i. Should ensure that sufficient vehicles are available to fulfill both VCU’s fixed route and point to point safety service operational requirements including “Spares” to fill in when one of the other vehicles is out of service.
3. Identification Requirements:
 - a) Shall ensure that each vehicle assigned to VCU:
 - i. Fixed Route Service - Has changeable destination signs to indicate the current route assignment:
 - (1) The primary destination sign should display route name prominently and be located the front top of the exterior of the vehicle so the name can be easily seen from at least fifty (50) feet away.
 - (2) The secondary destination sign should display route name and be clearly visible on the right side of the vehicle.
 - ii. Displays all required current city and/or state decals, stickers, certificates, license plates, etc. at all times:
 - (1) The Contractor shall provide VCU with a copy of any required vehicle documentation, upon request by VCU.
4. Security Requirements:
 - a) VCU being in an urban environment, Safety and Security is paramount to the operations. Therefore, proper on-going training shall be in place to concerning threats, issues etc., on the vehicles, offices and stops
 - b) Shall Ensure that each vehicle assigned to VCU:
 - i. Meets or exceeds all safety and security requirements of the FTA standards
 - ii. Displays its unit number and its operator’s identification (first and last name) located in an area visible to the passengers;
 - iii. Has a communication system (e.g. two way radio or telephone);
 - iv. Interior lighting:
 - v. A security camera system, that backs up to a DVR which is accessible to the VCU Manager of Transportation and Fleet (or designee)
 - vi. A fire extinguisher with current inspection documentation:

- vii. Grab bars (on fixed route buses) that extend the full length of the bus and are attached to the overhead on both sides of the bus;
 - viii. Safety lines on the floor from the back of the operator's seat to the wind guard in front of the first seat and on the right side of the vehicle.
5. Amenity Requirements:
- a) Should ensure that each vehicle assigned to VCU:
 - i. Has an air conditioning system capable of providing an even temperature of 80 degrees or less throughout the vehicle;
 - ii. Has a heating system capable of providing an even temperature throughout the vehicle of not less than 65 degrees; and
 - iii. Has emergency exits
6. Vehicle Tracking/Operational System:
- a) Contractor has understanding and knowledge of the current system as well as having the capability of providing new technologies to VCU
 - b) Shall provide and implement an integrated vehicle tracking system that
 - i. Fixed Route
 - (1) Affords real-time tracking of vehicles; and that
 - (2) Can be accessed by a mobile phone application and a website
 - ii. Point to Point Safety Service
 - (1) Utilize Tap Ride by DoubleMap for the initial 5 year term, unless a mutual agreement with VCU to change providers is agreed upon.
7. Routine Maintenance – Repair/ Emergency Repair Requirements for both fixed route and point to point services:
- a) General:
 - i. Shall, for each vehicle assigned to VCU
 - (1) Ensure that all maintenance/repair services are performed by mechanics who are qualified through the factory or other certified training programs, to work on the specific make and model of vehicle(s) to be repaired; and are supervised by the Contractor.
 - ii. Should, for each vehicle assigned to VCU:
 - (1) Ensure that maintenance/repair services are performed in a professional workmanlike manner; and in accordance with the manufacturer's specifications and recommended procedures.
 - iii. Routine Maintenance – Repair Requirements:
 - (1) Shall, for each vehicle assigned to VCU:
 - i. Perform routine maintenance and repairs off-site (i.e. not on a VCU Campus); and shall
 - (i.1) Create and retain the maintenance records for each vehicle used during the applicable contract period.
 - (i.2) Including pre-trip and post trip forms for work orders and tracking purposes
 - ii. Remove graffiti, chewing gum and stains.
 - (2) Should, for each vehicle assigned to VCU:

- i. Ensure that the vehicle is maintained in a clean, like new and safe operating condition at all times throughout the contract period.
- ii. Repair/replace individual components such as seat covers, windows, doors, floor runners, etc. within five (5) working days after damage occurs.
- iii. Cleaning – Perform cleaning activities more frequently as needed but at a minimum as follows:
 - (iii.1) Daily cleaning: Maintain the vehicle in a clean condition, to include sweeping, removing all trash/debris and cleaning passenger seats:
 - (iii.2) Weekly cleaning: Ensure all inside and outside window surfaces are clean (i.e. washed), free of dirt, grease, and finger prints and that the exterior of the vehicle is clean (i.e. washed), free of dirt, rust, grease, and body damage and maintain a schedule to identify when the vehicle will be cleaned.

(3) Emergency Repair/Replacement Vehicle Requirements for each vehicle assigned to VCU:

- i. Shall perform emergency (road-side) repair/assistance services on an “as needed” basis including towing.
- ii. Should, in the event a shuttle vehicle becomes inoperable, provide a replacement comparable vehicle within fifteen (15) minutes; and
- iii. Shall immediately notify the VCU Manager of Transportation and Fleet (or designee) of any inoperable vehicle.

8. Marketing Requirements

a) Shall, for each vehicle assigned to VCU:

- i. Provide space within the vehicle for marketing and advertising materials, to the extent such is not a violation of law.

b) Should, for each vehicle assigned to VCU:

- i. Brand the vehicle exterior with VCU approved Signage.
- ii. Be Capable of displaying customized signage (e.g. Final four)
- iii. VCU shall determine the signage and appearance of all vehicles. All VCU Signage shall be in accordance with the policies of the VCU Business Services-Trademarks and Licensing Department.

J. Fixed Route Transit Service:

1. At minimum, the Contractor:

1. Routes/ Schedules

a) Should:

- i. Provide safe and efficient shuttle transit services for routes, and in accordance with the schedules as mutually established by the Contractor and VCU; the contractor shall
 - (1) Obtain prior approval for any changes to a route and/or schedule, from the VCU Manager of Transportation and Fleet (or designee), unless a deviation is required due to traffic congestion/accidents or emergency circumstances (e.g. natural disasters) obstructing the road.
- ii. Operate each route and schedule in a cost and time efficient manner; the Contractor shall:
 - (1) Ensure that all schedules are adhered to with minimum interruptions (i.e. delays, detours, frequent stops, additions, and deletions)

- b) Shall perform fixed route services during inclement weather conditions; and in accordance with the VCU opening/closing announcements (refer to: <http://www.vcu.edu/alert>) pertaining to operating hours during inclement weather for each VCU campus.
 - 2. Boarding/Off-Loading Procedures
 - a) Shall accept boarding criteria via a card reader (if available), presentation of a valid VCU identification card (i.e. the "VCUCard" ID; or other authorized identification card or permits (temporary passes, etc.) ;
 - b) Shall board and off-load passengers on an "as demand" basis – i.e. shall pick-up passengers and drop-off passengers along a route at all designated mandatory stops along a route utilizing good customer service skills and training.
- K. Point to Point Safety Shuttle Service
 - 1. At minimum, the Contractor:
 - a) Schedules
 - i. Should:
 - (1) Provide point to point services in accordance with the schedules as mutually established by the Contractor and VCU; the contractor shall
 - (2) Obtain prior approval for any changes to schedule, from the VCU Manager of Transportation and Fleet (or designee), unless a deviation is required due to traffic congestion/accidents or emergency circumstances (e.g. natural disasters) obstructing the road.
 - ii. Operate each point to point schedule in a cost and time efficient manner; the Contractor shall:
 - (1) Ensure that all schedules are adhered to with minimum interruptions (i.e. delays, detours, frequent stops, additions, and deletions)
 - b) Shall perform point to point safety shuttle services during inclement weather conditions; and in accordance with the VCU opening/closing announcements (refer to: <http://www.vcu.edu/alert>) pertaining to operating hours during inclement weather for each VCU campus.
 - 2. Boarding/Off-Loading Procedures
 - a) Shall accept boarding criteria via a card reader (if available), presentation of a valid VCU identification card (i.e. the "VCUCard" ID; or other authorized identification card or permits (temporary passes, etc.) ;
 - b) Shall board and off-load passengers on an "as demand" basis – i.e. shall pick-up passengers and drop-off passengers as assigned utilizing good customer service skills and training.
- L. Reporting Requirements:
 - 1. At minimum, the Contractor should:
 - a) Maintain and submit monthly reports and summaries to the Manager of Transportation and Fleet (or designee), including but not limited to:
 - i. Vehicle scheduled maintenance reports
 - ii. Vehicle fuel consumption/hour/mileage reports
 - iii. Accurate ridership statistics for each route for each vehicle trip by:
 - (1) Hour;
 - (2) Day;
 - (3) Week;

- (4) Month;
- (5) Stop and/or route with the total number of riders for each day.
- b) Mutually develop the format and submission procedures for the reports with the Manager of Transportation and Fleet (or designee)

M. Financial Requirements:

1. Pricing:

- a) Hourly Rate – Two separate hourly rates. Offeror's price per hour is presumed to be an expression to represent all costs to provide services requested.
 - i. Fixed Route Shuttle Service:
 - (1) The initial "per hour" rate shall be established as the initial 12-months (Year 1) of the five (5) year contract pricing. After the first 12-months of the initial contract period (Year 1) the hourly rate may be increased by a percentage not to exceed the percentage of increase in the "Services" category of the CPI-W (Urban Wage Earners and Clerical Workers) section of the Consumer Price Index of the United States Bureau of Labor Statistics, U.S. City Average, for the latest twelve months for which statistics are available.
 - (2) The newly calculated price resulting from this increase shall become the base price for the next calculation after 12 months, and so on throughout the contract term.
 - ii. Point to Point Safety Shuttle Service:
 - (1) The initial "per hour" rate shall be established as the initial 12-months (Year 1) of the five (5) year contract pricing. After the first 12-months of the initial contract period (Year 1) the hourly rate may be increased by a percentage not to exceed the percentage of increase in the "Services" category of the CPI-W (Urban Wage Earners and Clerical Workers) section of the Consumer Price Index of the United States Bureau of Labor Statistics, U.S. City Average, for the latest twelve months for which statistics are available.
 - (2) The newly calculated price resulting from this increase shall become the base price for the next calculation after 12 months, and so on throughout the contract term.

2. Taxes:

- a) The contractor shall be solely responsible for any and all tax obligations associated with this contract.

N. VCU Rights/Obligations:

1. VCU:

- a) Operators:
 - i. Reserves the right to approve whether or not a specific operator performs duties of this contract at VCU.
 - ii. Will approve the operator uniforms.
- b) Vehicles:
 - a) Reserves the right to:
 - i. Inspect vehicles for current official inspection stickers
 - ii. Review all maintenance and inspection records.
- c) Marketing – Will:
 - i. Approve the VCU logo to be displayed to identify each vehicle prior to logo on vehicles.
 - ii. Pre-approve all internal and external marketing and/or advertising materials.

- iii. Provide the Contractor with one (1) internal sign to advertise their company that is consistent with the size of other advertising signs.
 - d) Fixed Route Services – Reserves the right to:
 - i. Delete shuttle transit service routes and/or schedules as necessary to facilitate the University's needs, upon ninety (90) calendar days written notice to the Contractor
 - ii. Provide criteria for vehicle boarding (e.g. card reader, VCUCard ID, etc.)
 - 2. Point to Point Safety Service
 - a) Require additional service to meet target wait times (paid at normal hourly rate)
 - b) Require usage of existing Tap Software.
 - 3. The contractor shall provide regional support to the local management team. They shall also be available to meet with VCU Parking and Transportation management.
 - a) Areas of Support:
 - i. Safety
 - ii. Training
 - iii. Management
 - iv. Maintenance
 - v. Technical (IT)
- O. VCU has the right to impose liquidated damages to the contractor for noncompliance of the contract. See XXIII: SPECIAL TERMS AND CONDITIONS, J. LIQUIDATED DAMAGES.

V. THE REQUEST FOR PROPOSALS PROCESS – GENERAL

- A. **Written Proposals:** To properly respond to this Request for Proposals, offerors are required to prepare a written proposal in the format described below. This includes the submission of certain forms.
- B. **Physical Delivery Required:** As noted on the solicitation cover sheet, proposals must be physically delivered to a specific address prior to a FIRM deadline. Electronic submissions shall not be accepted.
- C. **Initial Evaluation and Oral Presentations:** Proposals will be evaluated against criteria specified below in this solicitation, after which firms may be invited to participate in oral presentations.
- D. **Discussions/Negotiations, Final Offers and Selection:** Following initial evaluations and oral presentations (if applicable), discussions and/or negotiations with at least the top two firms may occur. If so, these firms shall be invited to submit any written changes to their proposals and a final selection decision shall be made based on the initial proposals, oral presentations (if applicable) and any negotiated, written changes to proposals.
- E. Each of the above steps are described below in detail. It is incumbent upon all offerors to read the entire solicitation to understand the entire solicitation process.

VI. PREPARATION OF WRITTEN PROPOSALS - GENERAL

- A. Offerors shall submit:
 - 1. **Required Forms:** The following forms must be completed and returned with the proposal
 - a) The Offer Form on Page 2 of the RFP
 - b) Fully completed Appendix I (unless Offeror is a DSBSD-certified SWaM business), and
 - c) Fully completed Appendix II.

d) All forms must be executed by an official representative of the Offeror.

2. Hard Copy and Electronic Copy of Entire Proposal

- a) One original hard copy (paper) document of the entire proposal, including all attachments and proprietary information, and
- b) One electronic copy (on a disc or flash drive) of the entire proposal including all attachments and proprietary information.

VII. SUBMISSION OF PROPOSALS

- A. Hard copy, original proposals, along with an electronic version on a disc or flash drive, must be received in Virginia Commonwealth University's Office of Procurement Services on or before the date and time designated on the solicitation cover sheet.
- B. Electronic and facsimile submissions shall not be accepted in lieu of a hard-copy submission.
- C. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time specified on the solicitation cover sheet shall be rejected. The official date and time used in the receipt of responses is that time on the clock or automatic time stamp in the Office of Procurement Services.
- D. The RFP number, date and time of proposal submission deadline, as reflected in the solicitation, must clearly appear on the face of the envelop or box used to deliver proposals. Example:

From:

Name of Contractor

Due Date

Time

Street or Box Number

RFP No.

City, State, Zip Code +4

RFP Title

Name of Contract/Purchase Officer or Buyer:

If a proposal is not clearly identified, the Contractor takes the risk that the proposal may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

VIII. PROPOSAL RESPONSE FORMAT

A. General

Proposal responses must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Proposals which are substantially incomplete or lack key information may be rejected.

B. Introduction

Provide an introduction of the Offeror and all major subcontractors who will be involved in the performance of the work. Include primary business experience, length of time in business, ownership, office locations, and specific location of the principal office from where VCU work will be performed and any other information of an introductory nature.

C. Qualifications of the Firm

Provide a response and describe how your firm's overall experience demonstrates your ability to successfully complete the Statement of Needs. Provide a detailed list of services you have provided to clients over the past three years which are similar to those required by VCU.

D. Qualification of the Staff

Provide a response and identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

E. References

A list of three (3) references for whom similar services were provided, preferably institutions of higher education, or similarly-sized organizations.

F. Work Plan

The Work Plan must contain a comprehensive description of services including the following elements:

1. General – This section of the proposal must contain sufficient detail to convey the methodology or work plan contemplated for use. Offerors must describe how the services listed in the Statement of Needs shall be performed.
2. Deliverables – Fully describe all of the deliverables to be submitted under the proposed contract.
3. Work Schedule/Timeline – Include a work schedule/timeline indicating when the elements of the work will be completed and when deliverables will be provided. Suggestions, if any, for streamlining the work schedule should be presented. Cost implications for streamlining the schedule should be presented, if applicable.
4. Outcomes and Performance Measurement – Describe the impacts/outcomes Offerors intend to achieve, including how these outcomes would be monitored, measured and reported to the University.
5. Overall Risk - Define risks significant to the success of the work. Include how you propose to effectively monitor and manage these risks, including the reporting of risks to the University (i.e., how you will manage staff turnover or other issues that may negatively impact the work, their potential and how you would propose to mitigate them).
6. Other – Provide any other information the Offeror deems relevant to describing the work plan.
7. Small, Women-Owned and Minority-Owned (SWaM) Business Commitment - Unless the firm is a SBSD certified small business, it must submit and complete Appendix I (see Section IX and Appendix I below). DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.
8. Exceptions: Offeror must note any requested exceptions to any of the requirements and/or any of the terms and conditions stated in this RFP in *Appendix III: Exceptions*.

G. Price Proposal

The proposal should include the elements listed below. Note VCU reserves the right to negotiate price.

Column I Description	Column II Price (initial 12 months)
1. Fixed Routes (RamRide, including Campus Connector) a. Spring and Fall Semesters from mid-August to mid-May b. Summer Semester – mid-May to mid-August c. Winter and Spring Breaks	\$ <u>99.94</u> /HR
2. Fixed Routes (RamRide, without Campus Connector) a. Spring and Fall Semesters from mid-August to mid-May b. Summer Semester – mid-May to mid-August c. Winter and Spring Breaks	\$ <u>122.02</u> /HR
3. Point to Point Safe Ride Shuttle Service (RamSafe) a. MPC (Monroe Park Campus) b. Cross Campus Service – Aligned with RamRide Campus Connector hours c. Includes Summer Semester and breaks	\$ <u>47.87</u> /HR

IX. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS COMMITMENT (SWaM):**

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Offerors must submit complete Appendix I (see section XXIV: Attachments) unless offeror is a DSBSD certified small business. DSBSD certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix I - Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by**

Women and Minority. The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

SWaM REPORTING AND DELIVERY REQUIREMENTS:

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. ADDENDA

- A. If this solicitation is amended by published addenda, then all terms and conditions which are not modified shall remain unchanged.
- B. Offerors shall acknowledge receipt of any addendum to this solicitation by (1) signing and returning the addendum, or (2) by identifying the addendum number and date in the space provided on the Offer Form, or by (3) other written means of acknowledgement.

XI. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Contractor. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

XII. CONFIDENTIAL / PROPRIETARY DATA AND INFORMATION

Virginia Commonwealth University (VCU) is a public institution of higher education and as such is subject to the Virginia Freedom of Information Act (Code of Virginia §2.2-3700, et seq.) (FOIA). Therefore, all proposals and other documentation submitted by Offeror may be subject to disclosure to third parties as required by FOIA and other applicable provisions of law.

Pursuant to the Code of Virginia §2.2-4342(F), VCU can withhold confidential information identified as proprietary, or as a trade secret, submitted by an Offeror in connection with a procurement transaction only if, prior to or at the time of submission of such information, the Offeror invokes the protections of §2.2-4342(F), identifies the information to be protected, and states the reasons why protection is necessary. To this end, when submitting proposals containing such information, Offerors must:

1. Clearly denote on the outside of the proposal that it contains proprietary information.
2. Include as the first section of the proposal a written notice that identifies by section and page number the information to be protected as well as specific reasons why protection is necessary.

3. Clearly denote by some distinct method, such as highlighting or underlining, the words, figures or paragraphs within the proposal identified in the written notice.

Failure to follow these instructions shall result in Offeror's full proposal being subject to public disclosure.

PLEASE NOTE: Offeror may not request that its entire proposal, or pricing, or fees or total proposal cost be treated as trade secrets, proprietary or confidential information. The classification of an entire Proposal document, or line item prices, or total Proposal prices as proprietary or trade secrets is not acceptable and, if Offeror does not promptly agree to withdraw this classification following submission, shall result in rejection and return of Proposal.

XIII. LATE PROPOSALS

To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the Contractor to insure that its proposal reaches the issuing office by the designated date and hour.

XIV. QUESTIONS AND EXPLANATIONS TO OFFERORS

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the solicitation cover sheet. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Questions concerning this RFP must be received via email no later than: January 18, 2019.

XV. COMMUNICATIONS WITH VCU DURING THE RFP PROCESS:

Communications regarding this Request for Proposals shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University rejects all proposals. Formal communications shall be directed to the buyer listed on the solicitation cover sheet. Informal communications, including but not limited to requests for information or comments or speculations regarding this RFP to any University employee other than the buyer on the front of the solicitation cover sheet, may result in the rejection of the proposal from the non-compliant Offeror.

XVI. ORAL PRESENTATIONS

- A. Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. This provides an opportunity for the Contractor to clarify or elaborate on the proposal. Oral presentations are an option and may or may not be conducted, at VCU's sole discretion. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. VCU reserves the right to rescore proposals following oral presentations
- B. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU on the Contractor's presentation team.

XVII. BEST AND FINAL OFFERS (BAFO):

At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Contractor(s). The Contractor(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

XVIII. QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy

questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

XIX. CANCELLATION OF SOLICITATION

The University may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous.

XX. EVALUATION CRITERIA

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the criteria specified below.

EVALUATION CRITERIA

Qualifications and Experience	30%
Proposer's understanding of the scope and objectives, technical approach and work plan presented.	35%
Pricing Schedule	25%
SWaM Status/Utilization*	10%

**Offeror's status as a Virginia DSBSD-certified SWaM Business, or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (see Appendix I).*

XXI. AWARD OF CONTRACT

- A. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the selected offerors.
- B. After negotiations have been conducted with each offeror so selected, the University shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- C. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.
- D. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

XXII. GENERAL TERMS AND CONDITIONS

A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <https://vascupp.org/hem.pdf>.

B. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:

- a. Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

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

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation by the deadline for questions stated in this document. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

a. Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or

(2) To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

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

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to

agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax, State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.

3. Commercial General Liability - \$5,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$5,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, Virginia Commonwealth University will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. As applicable, federal law requires compliance with the following for all federal government contracts:

1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulation prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

Y. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in a purchase order with the eVA transaction fee specified below assessed for each order. The Vendor Transaction Fee is:

- a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date.

Any adjustments (increases/decreases) will be handled through purchase order changes. The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Z. FERPA: The following provision applies only if Selected Firm/Vendor will have access to the University's education records as defined under the Family Educational Rights and Privacy Act (FERPA): The Selected Firm/Vendor acknowledges that for the purposes of this agreement it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under this agreement for University's and its students' benefit, and will not share such data with or disclose it to any third party except as provided for in this agreement, required by law, or authorized in writing by the University.

AA. LIMITATION OF LIABILITY: The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this Agreement or in connection with any goods, services, actions or omissions relating to this Agreement, shall not under any circumstance exceed payment of the maximum purchase price.

BB. FORCE MAJEURE: Either party will not be responsible for any losses resulting from delay or failure in performance resulting from any cause, event, or occurrence beyond the control, and without negligence of, the parties. Such events, occurrences, or causes include, without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

CC. SOVEREIGN IMMUNITY: VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth.

DD. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

EE. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

FF. PROTEST:

Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services

Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this clause shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP. "Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

GG. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

XXIII. SPECIAL TERMS AND CONDITIONS

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **CERTIFIED TEST REPORT:** Each Offeror shall provide a copy of a certified test report with their proposal. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the

appropriate specifications indicated herein. However, the Commonwealth reserves the right to perform any tests or inspections when and as deemed necessary to verify the certified test report.

- D. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- E. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- F. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for Bus Transportation Services as specified in, and in response to this RFP; extra charges will not be allowed.
- G. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- H. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- I. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- J. LIQUIDATED DAMAGES:
 - 1. It is understood and agreed by the Offerer that quality and consistent service is critical to the successful performance of this contract. In the event of a 10% failure rate in any key service area caused by failure of Offeror, or Offeror's failure to take corrective actions, the following shall be deducted, not as a penalty but as liquidated damages:
 - 2. Damages if assessed will be a 10% reduction of rate on entire bill for the applicable month(s). Situations meriting such liquidated damages include but are not limited to the following, to be determined at VCU's sole discretion:
 - a) Lack of proper personnel (operators) to operate service (s)
 - b) Downed vehicles for an extended period of time
 - c) Performance Metrics:
 - i. Wait times (point to point service)
 - ii. Complaints (10% increase in a 30 day period)
 - iii. Missed trips and or service
- K. PERFORMANCE AND PAYMENT BONDS: The successful Offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office to or at the time of award.

If the Commonwealth elects to exercise the option to renew the contract, the Contractor shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount for the renewal period, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office.

- L. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- M. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- N. PRODUCT INFORMATION: The Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- O. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- P. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon mutual written agreement of both parties for one (1)-five (5)-year period under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of each contract period.
- Q. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- R. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty must be furnished with the proposal.
- S. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- T. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- U. ADDITIONAL USERS OF CONTRACT: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and if agreeable with the Contractor, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University, Radford University, University of Mary Washington, and Longwood University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

V. **GRAMM-LEACH-BLILEY ACT:**

The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.

W. **CRIMINAL BACKGROUND CHECK:**

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees.

X. **IDENTIFICATION CARDS:**

All Contractor employees authorized to work at VCU, must obtain a VCU identification card.

Information on obtaining a card is available at <http://vcucard.vcu.edu/>. Contractor's employees must wear their VCU identification when they are on VCU property.

XXIV. ATTACHMENTS:

A. **ATTACHMENT I - Cost Breakdown By Route Spreadsheet.**

Offerors shall fill out, complete and submit with RFP Proposal Response.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.
- **Minority-owned business** is a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka, and who is regarded as such by the community of which this person claims to be a part.
 3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

SWaM Subcontracting Plan: *In the space below, please describe the areas in which you plan to utilize SWaM-certified businesses as subcontractors. Please be specific as to what types of goods and/or services these subcontractors will provide during the performance of the contract. If currently known, please list the exact SWaM-certified subcontractors you plan to utilize.*

While RMA prefers to perform all work related to contract shuttles in house, we will make efforts to subcontract portions of this contract to SWaM business where appropriate.

We cannot committ to any percentage at this time, but will make good faith efforts to do so after award.

Commitment for utilization of DSBSD SWaM Businesses:

0.00 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Art Miesemer

Email: amiesemer@rmalimo.com

Phone: 301-231-6555

Firm: RMA Worldwide

Offeror understands and acknowledges that the subcontracting plan above represents a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged: By

(Signature):

Art Miesemer

Name Printed:

Sr. VP of Business Development

Title:

Email: amiesemer@rmalimo.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <https://www.sbsd.virginia.gov/certification-division/>) to fulfill the Offeror's commitment for utilization.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm.

By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract


will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card. Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://treasury.vcu.edu/banking/vendor-ach/>.

Contractor must indicate the method of payment selected:

 X Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: 
Name Printed: Art Miesemer
Title: Sr. VP of Business Development
Name of Firm: RMA Worldwide
Date: 2/14/2019

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: Jennifer Freedman
Title: Controller
Mailing address: 12270 Wilkins Avenue, Rockville, MD 20852
Email address: jfreedman@rmalimo.com
Phone number: 301-231-6555
Fax Number: NA

APPENDIX III EXCEPTIONS

Any and all exceptions to the terms, conditions or specifications of this RFP must be clearly stated, section by section, in the space provided below. Exceptions should be numbered to coincide with the RFP numbering and be provided in the sequence in which the item appears in the RFP. If more space is required, please copy this page or attach separate sheets. Please note VCU, at its discretion, reserves the right to consider proposals containing significant exceptions to be non-responsive.

UNIVERSITY PROPOSAL SECTION NUMBER	STATED EXCEPTION
	*Please see exceptions in detail at the conclusion of RMA's Proposal.

PROPOSAL FOR:

***Virginia Commonwealth University
Bus Transportation Services
RFP # 8422966CK***



SUBMITTED BY:



**Errands Plus, Inc. dba.
RMA Worldwide Chauffeured Transportation**

**12270 Wilkins Avenue
Rockville, MD 20852
(301) 231-6555
(301) 231-9677 Fax
WWW.RMALIMO.COM**



February 15th, 2018

Mr. Christopher Kersey

Re: Virginia Commonwealth University Bus Transportation Services

Dear Mr. Kersey,

Errands Plus Inc, dba RMA Worldwide Chauffeured Transportation, is pleased to submit a proposal to Virginia Commonwealth University (VCU), for the daily shuttle services serving the VCU Campus.

In this proposal, you will find detailed information regarding RMA's extensive background in shuttle services. If you have any questions please call me at 301-231-6555 ext. 1124. At your convenience, we would be happy to meet with you to discuss implementation and our services in more detail.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Art Miesemer", with a long, sweeping horizontal line extending to the right.

Art Miesemer
Sr. Vice President of Business Development
RMA Worldwide

Contact Information

Errands Plus, Inc. dba RMA Worldwide Chauffeured Transportation

Address:

12270 Wilkins Avenue
Rockville, MD 20852

Telephone:

301-231-6555

Facsimile:

301-231-9677

Contact:

Art Miesemer

Sr. VP of Business Development

301-231-6555 ext. 1124

amiesemer@rmalimo.com

Description of Company

Errands Plus, Inc. dba RMA Worldwide Chauffeured Transportation has been in business for 30 years. Headquartered in Rockville, MD, and with offices in Baltimore, MD and Wilmington, DE, RMA operates a diverse fleet of more than 230 vehicles ranging from late model, luxury sedans, limousines, SUV's, 14 Passenger Vanterras, Mercedes Sprinters and various sized Mini, Coach, and Transit Buses. RMA has been recognized numerous times by several Industry publications and Associations as one of America's Top livery companies. RMA is dedicated to providing quality transportation that places an emphasis on upscale service with ease of booking and enhanced communications.

In addition to the Baltimore-Washington region, RMA Worldwide provides transportation services in more than 600 cities across the globe working with Affiliates that are vetted and share the same customer service philosophy and standards.

RMA is a sole proprietorship corporation formed in 1988. The RMA management team is comprised of talented individuals that have diverse backgrounds both in and out of the transportation arena.

RMA's key management:

Robert Alexander/President & Founder	30 years
Art Miesemer/Sr. VP of Business Development	25 years
Lynn Alexander/VP of Administration	16 years
Gigi Bridgers/VP of Operations & Finance	2.5 years
Michael Pagano/VP of Corporate Sales	1 year
Tina Wright/Director of Operations	2 years
Joe Herbert/Director of IT	26 years
Jennifer Freedman/Controller	1.5 years
Joe Boggs/Fleet Manager	11 years
Marc Stefl/Dispatch Manager	10 years
Helio Martinez/ Shuttle Operations Manager	11 years
Brittany Martinez/ Operations Manager	2 year
Andrew Mauro/ Marketing Manager	3 years

RMA Coach is licensed through the USDOT #1424655

Federal Motor Carrier # MC-544145-C

Maryland Public Service Commission (PSC) #2014

The Washington Metropolitan Area Transit Commission (WMATC). #5287

An example Certificate of Insurance is included in the proposal, and a Certificate of Insurance, naming Virginia Commonwealth University as Additional Insured, will be produced upon award. RMA's minimum liability coverage is \$15,000,000 for buses.

Members of:

American Bus Association

National Limousine Association

Global Business Travel Association

RMA has never closed its doors in 30 years. We have continued to operate 24/7 during unexpected catastrophes and/or weather related events. Our primary responsibility is to our clients and we make every effort to honor confirmations first and then to assist those with immediate need. Regardless of the circumstance RMA maintains its service standards.

RMA utilizes the most current technology and is involved in emerging dispatching capabilities which allow us to be instantly responsive to the changing needs of our passengers. All vehicles are equipped with a GPS unit to monitor the location of the vehicle, the style in which it is being driven and to anticipate any traffic conditions which would negatively affect a timely arrival. RMA prides itself on training bus drivers in the same manner as our chauffeurs to insure a high degree of customer service. Drivers, hereinafter referred to as chauffeurs are provided with an iPad and a smart phone so they can communicate with dispatch.

RMA provides its passengers and clients with both a visible and polished level of customer service. Our goal is to exceed our customer's expectations in a friendly and courteous manner.

RMA considers customer service our mandate and it permeates everything we do. All levels of RMA are dedicated to servicing the clients from the people who wash the vehicles to the highest level of management.

RMA's Customer service philosophy is a life style that also extends into our community. RMA has been involved with many charities over the years including Make-A-Wish Foundation. Other agencies which have benefited from RMA include local hospitals, Lombardi Comprehensive Cancer Center, National Multiple Sclerosis Olympics and many local schools. RMA believes in giving back and being a responsible member of the community.

Qualifications & Experience

RMA Worldwide has had over 15 years of experience providing shuttle services in the greater Baltimore-Washington region, as well as Wilmington Delaware. RMA's shuttle division operates a fleet of over 80 shuttles and employs over 125 CDL shuttle drivers. Vehicles currently in operation range from Executive Mercedes Sprinter shuttles to 12 and 24 passenger shuttle buses, to 40' low-floor transit buses.

Current Shuttle Operations with similar size and or scope to VCU:

1. The George Washington University

RMA currently operates a fleet of fifteen (15) university branded Glaval shuttles, as well as one 38 passenger Vanhool Motor Coach, servicing two main routes between the three campuses of the University system. RMA is currently in negotiations with the University to take over their 4Ride system, which is GW's late night safe ride program, similar to RamSafe. The university has been operating this service in house. GW's shuttle system transports nearly 750,000 students throughout the year. RMA has operated the shuttle services service since July of 2018.



2. Charm City Circulator

RMA operates the Charm City Circulator on behalf of the City of Baltimore, using a fleet of 24 transit buses, consisting of Orion, Gillig, and Vanhool low floor transit buses, and will be purchasing a new fleet of buses within the next year. This service operates four routes through the downtown area of Baltimore, and is a free service to riders to get to and from work or around town. The Charm City Circulator serves over 2 million passengers a year. RMA has operated this service since October of 2018



3. Bethesda Circulator

RMA has been operating the Bethesda Circulator since 2006, utilizing a combination of El Dorado low floor transit buses, and mini shuttle buses. This service provides free circulator service to residents and visitors of Bethesda, MD, and operates a figure-8 route. Annual ridership reaches nearly 450,000 people per year on this one route service.



Qualifications of the Staff

While the exact staff for the VCU Shuttle Services is not currently identified, RMA has extensive experience in the field of ramping up shuttle services and hiring the appropriate staff members.

After being awarded a shuttle contract for Capital One Financial in Tysons Corner, VA and Wilmington, DE, RMA found a facility outside of Wilmington and was fully staffed for two routes within 3 months.

Upon notification that we would be awarded the Charm City Circulator, RMA's VP of Operations & Finance Gigi Bridgers, and Sr VP of Business Development, procured a temporary facility and hired 40+ employees to begin services within 3 weeks of notification of an emergency start up and take over from the prior contractor.

The resumes of Gigi Bridgers and Art Miesemer are included in this proposal as additional documents.

References

1. Bethesda Urban Partnership

Contact: Mr. Jeff Burton
Address: Executive Director
Bethesda Urban Partnership
7700 Old Georgetown Road
Bethesda, Maryland 20814
www.bethesda.org
301-215-6660-extension 22

Scope of Service: The contractor provides for the operation, maintenance, insurance, fueling and management of three Low Floor Eldorado buses provided by the Contractor (as described herein), along routes as specified by BUP, in downtown Bethesda. Three (3) Circulator buses will be provided by the Contractor, one to be used as a back-up vehicle, during the specified days and time periods for exclusive use for this service. Service has been continual since its contract inception in 2006 and our performance has been at or near 100%. RMA also operates a 3 buses shuttle servicing the Rock Spring Business Park, called the Rock Spring Express.

2. Friendship Heights Village Council
Contact: Julian Mansfield
Address: The Village Center
4433 South Park Ave
Chevy Chase, Maryland 20815
(301) 656-2797

Scope of Service: Low Floor Eldorado Bus service from 6:30 AM. to 8:30 PM. Monday through Friday and 7:30 AM. to 7:30 PM. Saturday and Sunday 365 days per year. Local residents are transported between 15 stops within Friendship Heights. Service has been continual since its inception in 2007 and our performance has been at 100%

3. Dexter Lander
Former Director of Transportation Services
The George Washington University
703-582-8963
pdlander@gmail.com

RMA Worldwide recently began providing shuttles services for The George Washington University. Dexter was the Director of Transportation Services up until July 6th, 2018, and was our main point of contact throughout the RFP process and start-up. The GW University shuttle system is operated 24/7/365, utilizing a fleet of 15 shuttle buses on two routes.

****Additional references can be produced upon request if needed****

Work Plan

General

Operating Plan

Driver Management/Training:

RMA believes our strongest assets lie within our core of drivers. Over the years, RMA has developed a comprehensive in house program to train new drivers. Prior to employment, the candidates undergo a criminal background check and a drug test. Upon hiring, they undergo random drug tests and their driving records are monitored. The program is 40 hours long and is taught by a variety of trainers who share life experiences along with conveying RMA customer service standards. The training begins with the VP of Administration with the VP of Operations and President sharing the RMA corporate vision and philosophy.

The course consists of basics such as the proper handling of vehicles, safety, advance etiquette and friendly customer interaction. When the formal training course ends the education continues through articles in a monthly newsletter, in house mini courses, instructional video tapes, guest speakers and semi-annual written tests and evaluations. RMA has found that involving drivers in the on-going training process has resulted in a well-trained group who are vested in each other's successes.

Dispatch Management:

Dispatchers will monitor all drivers and buses through our dispatch software Santa Cruz, as well as Ride Systems. Dispatchers will have access to headways to ensure timely arrivals at each stop on each route. Drivers will also have access to Ride Systems in their buses via phones or tablets, and will be able to monitor the distance between buses to controls headways more and prevent bunching up.

Fleet Management:

RMA's Fleet Manager, in conjunction with a subcontracted vendor for the beginning of the contract, will ensure that preventative maintenance and scheduled service are performed in a timely manner. All drivers, CDL or otherwise, perform pre and post trip inspections of their vehicle to report any unexpected issues that require attention. Once RMA hires the mechanics for this contract, all preventative maintenance and repairs will be performed on all buses in house.

At a minimum, RMA will have a team of 3 detailers. Each evening all vehicles will be meticulously cleaned inside. Every other day or sooner each vehicle will be cleaned on the outside. Buses will also receive a deep clean and steam of all seats bi-weekly, and as needed if there are any major spills or incidents with sick riders.

Customer Care/Quality Control:

RMA has never closed its doors in 30 years. We have continued to operate 24/7 during unexpected catastrophes and/or weather related events. Our primary responsibility is to our clients/customers and we make every effort to honor confirmations first and then to assist those with immediate need. Regardless of the circumstance RMA maintains its service standards.

The Virginia Commonwealth University RamRide program will be overseen by on-site Customer Care staff, who will report directly to the General Manager. These individuals will, along with the General Manager, effectively communicate both with University management and drivers to ensure flawless operations. These employees will have the power to make real-time decisions. They will incorporate quality control measures to include frequent mystery ridership and be reported to the university on a regular basis.

Customer Comments, Complaints, and Disputes

RMA will set up a special email account for the RamRide and RamSafe operations, for all comments, questions, concerns, and complaints. All emails will be shared between the Customer Service, who will be responsible for responding, as well as RMA management.

When an incident or complaint is reported, RMA will issue a response to notify the person of receipt of their complaint, and that it is being reviewed and investigated. RMA will notify the University of the complaint, and work with officials to resolve the issue. Within RMA's reservations software system, we have a feedback section where all service related issues, complaints, compliments, and questions can go. This allows us to track progress of a resolution, and who has done what. RMA can also create separate forms for the purpose of documenting and tracking these feedbacks.

Route Customer Service & ADA Requirements

All drivers and employees will be trained on customer service, with emphasis on servicing the route. All employees shall act in a professional and courteous manner, and treat everyone as the client. The Manager will be responsible for conducting customer service quality control, riding the buses to ensure drivers are following proper procedures, and correcting any errors as they come up. Periodic tests of the ADA lifts will also be performed to test each driver on their knowledge of the system and make sure they are operating it properly.

Deliverables

Scope of Work

Ram Ride Campus Connector-Subject to cancellation prior to contract award****

Operates year round between the MCV Campus and the MPC Campus.

Spring and Fall Semesters from mid-August to mid-May:

Buses as needed to keep 10 minute headways until 8:00 PM and on weekends where 2 buses are used to keep 15 minute headways.

Monday through Friday hours are from 6:00 am to 12:00 am.

Saturday and Sunday hours are from 8:00 am to 12:00 am

Summer Semester – mid-May to mid-August:

2 buses or as needed to keep 15 minute headways

Monday through Friday hours are from 7:00 am to 7:00 pm.

Saturday and Sunday – No Service

Winter and Spring Breaks

2 buses or as needed to keep 15 minute headways

Monday through Friday hours are from 7:00 am to 7:00 pm.

Saturday and Sunday – No Service

RamRide I Lot Route

Year round service

2 buses to provide approximately 10 minute headways during peaks, 1 bus between peak periods

Monday through Friday hours are from 5:30 am to 8:00 pm

Saturday and Sunday – No Service

RamRide A Lot Route

Year round service

2 buses to provide approximately 10 minute headways, 3 buses are used during Peak periods to address capacity issues

Monday through Friday hours are from 4:00 am to 8:00 pm

Saturday and Sunday – No Service

RamRide M Lot Route

Year Round Service - Peak Service Only (3 buses)

Monday through Friday

Morning peak hours are 6:30 am to 8:30 am

Afternoon peak hours are 4:30 pm to 6:30 pm

Saturday and Sunday -No service

RamRide R Lot Route

Year round service peak service only (3 buses)

Monday through Friday

Morning peak hours are 6:30 am to 8:30 am

Afternoon peak hours are 4:30 pm to 6:30 pm

Saturday and Sunday - No service

RamRide M & R Lot Route

Year round service (2 buses)

Monday through Friday

5:00 am to 6:30 am

8:30 am to 4:30 pm

6:30 pm to 12 am

Saturday and Sunday - No service

Point to Point Safe Ride Shuttle Service (RamSafe):

RamSafe is the point-to-point evening transportation service dedicated for VCU students, faculty and staff. The program provides safe and free transportation to on-campus locations and nearby residences and buildings within defined boundaries on the Monroe Park and MCV Campuses.

Service operations: Varying numbers of shuttles depending upon demand, current operations have up to 7 shuttles on the road at times and a minimum of 2. The target is to maintain wait times below 15 minutes, with none to exceed 20 minutes.

Current operating stock consisting of 16 vehicles: to be purchased by the contract awardee at fair market value; to be determined by evaluation and comparison of 3 similar vehicles in this market at retail value.

13 Ford Cut Away Vehicles ranging to a capacity of 25 passengers

1 Dodge Caravan 7 passenger capacity

2 Ford Econoline 12 passenger vans

Schedule:

MPC (Monroe Park Campus) - 365 days a year from 5:00 pm to 8:00 am

Cross Campus Service – Aligned with RamRide Campus Connector hours

Fall Semester and Spring Semester

Monday through Friday hours are from 12:00 am to 6:00 am

Saturday and Sunday hours are from 12:00 am to 7:30 am

Summer Semester and breaks

Monday through Friday hours are from 7:00 pm to 6:45 am

Saturday and Sunday hours are from 5:00 pm to 7:30 am

Operational area: within VCU's jurisdiction.

On Call Charter Availability

The Contractor should be available to provide charter service to VCU for Local charters within the City of Richmond and out to a 100 mile radius from the Monroe Park Campus. This service should be provided if the equipment and personnel are available. Prior approval to utilize VCU logo equipment must be received from the VCU Manager of Transportation and Fleet (or designee). These local charters should be provided at the contract rate.

Charters outside the 100 mile radius may be offered, however non VCU logo equipment must be used, and charter rates determined by the Contractor may be applied.

Vehicle Types

RMA Worldwide Chauffeured Transportation will operate a brand-new 35-40 foot, low-floor transit buses, with double doors for entrance and exit. All buses will be ADA compliant.

The vehicle will be wrapped per VCU's desired design, and will have RMA logos on each side of the bus, as well as our operating authority information.

Tracking Technology

RMA Worldwide will include the services of a tracking app to VCU, for the use of students and faculty to track the shuttles position at any time during the shuttle operating hours. VCU riders will be able to download the Ride Systems app to view the shuttle.

Work Schedule/Timeline

Startup Plan

Upon award of the contract, RMA will immediately begin discussions with the University and have a contract signed, allowing RMA to purchase the vehicles to ensure on-time delivery for the shuttle operations. RMA's management will meet with VCU management to discuss vehicle wrapping and any additional custom signage to be completed when the vehicles are delivered.

RMA will begin the hiring process for all positions associated with the University shuttle program. For the Contract Manager and Supervisor positions, RMA will consider either promoting from within, or looking to outside applicants who have the necessary experience to fill those positions. Training of the Manager, supervisor, and drivers will all be conducted together, to ensure everyone knows the duties of everyone involved in the VCU shuttle contract.

The training course shall consist of an introductory class, talking about the details of the VCU Shuttle contract, routes, pick-up and drop-off locations, as well as general knowledge about the University and the surrounding areas. Classroom training will also consist of customer service, accident reporting, safety procedures, and ADA sensitivity training. Once the classroom portion of the training is complete, all contract employees shall receive training behind the wheel. Training will include driving the routes, ADA lift training, vehicle safety inspection training, basic knowledge of vehicles for identifying possible maintenance issues, as well as defensive driver training. Each driver and employee shall be given a Driver's Manual, customized to the VCU Shuttle, outlining all rules and expectations. Upon award of the contract, the Driver's Manual with specific instructions for the VCU Shuttle will be presented to University officials within 14 days of a signed contract. Once shuttle operations have begun, additional training will be provided quarterly, semi-annually, and annually, as needed and determined by quality control assessments.

RMA will have all hiring and training completed prior to the commencement of operations.

Transition Plan

Upon award of the contract, RMA will immediately schedule the first of several operational meetings with VCU to review all aspects of implementation and timelines of readiness. Initial discussion points will be as follows:

1. Ordering new Buses. For purposes of this RFP, typical build time is 12-13 months for the specified required buses. RMA would like to include VCU for input.
2. Discuss facilitating an initial meeting with VCU for the seamless transition from previous vendor.
3. Discuss hiring practices to include the transition of existing drivers to RMA.
4. Discuss existing Routes and possible improvements.
5. Create outline for Complete Transition Plan

Outcomes and Performance Management

Our goal at RMA Worldwide is to provide the Virginia Commonwealth University with a reliable shuttle service, while exceeding customer service and performance standards. We strive to operate at a 99% and higher efficiency rate. In order to do this, constant preventative maintenance and repairs must be performed on schedule, employees need to be on time to work, and headways must be kept.

By hiring enough mechanics and detailers to oversee the buses in proper working condition, this minimizes downtime of vehicles. In the case where a vehicle needs to be placed out of service, RMA will have sufficient vehicle numbers in reserve to continue services with very little interruption.

In order to provide the best service, you need to find the best employees, and compensate them fairly for their work. We like to provide our drivers with higher starting salaries, and reward them for flawless work. In the end, this provides a better product for VCU.

Overall Risk

There are always inherent risks involved in large shuttle operations. The main concerns are always staffing shortages and having more equipment on the road, making your risk of accidents higher.

As a transit bus requires a CDL class B license, there is already a much smaller pool of drivers who are qualified to operate these vehicles. When you add in a recent nationwide shortage of CDL drivers as well, you assume the risk of having less staffing than the desired amount. This can be mitigated by compensating your drivers better, as well as having a defined bonus package based on performance levels. If you provide them with a great place to work, you create fewer turnovers in your workforce.

Accidents happen all the time, and transit buses being much larger than the average vehicle, there's a greater risk for accidents and damage. We look to minimize the damage to our vehicles and accidents by training our employees constantly, to be aware of their surroundings, and making sure they are operating in a safe manner.

Small, Women Owned and Minority Owned (SWaM) Business Commitment

RMA Worldwide is not a small or minority owned business. RMA Worldwide makes every effort to subcontract as much of a contract as possible to small, minority, or women owned business. Whether through the purchase of fuel, office supplies, vehicle cleaning services or other services, RMA understands the importance of generating business for these companies. While RMA prefers to perform all work related to contract shuttles in house, we will make efforts to subcontract roughly 4-5% (or more) of the contracts value every year to a Swam certified business. This utilization will be reported and approved by VCU officials prior to any services being rendered, to ensure these companies are fully certified to perform the work as a SWaM business.

Exceptions

-In the liquidated damages, for downed vehicles, RMA takes exception if this were to be for any vehicle down for a significant amount of time but the service was not interrupted. RMA plans to have back up buses, so if a vehicle is out of service for an extended period of time, service will continue. If the liquidated damages apply to ANY vehicle, we do take exception to this as long as service is not interrupted.

-For the On Call Charter Service, where a charter bus is needed, RMA charges an all-in \$120.00 per hour rate, with a 4 hour minimum and 1 hour added for travel time to the pick-up. This would be in our non-VCU branded charter fleet, where a breakdown of our cost will not be provided.

RFP # 8422966CK - BUS TRANSPORTATION SERVICES**ATTACHMENT I - COST BREAKDOWN BY ROUTE**

VCU RamRide

Cost Breakdown by Route

Campus Connector

RMA Worldwide

Expenditures**Direct Labor Staff Costs**

Direct Labor

Other Personnel Expense (benefits, taxes, insurance)

Total Payroll and Benefits

Year 1

Year 2

Year 3

Year 4

Year 5

Total

\$557,182.91

\$573,898.40

\$591,115.35

\$608,848.81

\$627,114.27

\$2,958,159.74

\$154,394.16

\$159,025.98

\$163,796.76

\$168,710.67

\$173,771.99

\$819,699.56

\$711,577.07**\$732,924.38****\$754,912.11****\$777,559.48****\$800,886.26****\$3,777,859.30****Other Direct Costs**

General & Administrative Support

Vehicle Maintenance/Repair

Property Insurance

Depreciation - Vehicles

Insert more rows if needed above this row

Other Overhead (Not to exceed 3% of Total Other Direct Costs)

Total Other Direct Costs

\$249,072.00

\$256,544.16

\$264,240.48

\$272,167.70

\$280,332.73

\$1,322,357.07

\$75,338.83

\$77,598.99

\$79,926.96

\$82,324.77

\$84,794.52

\$399,984.08

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$570,152.00

\$570,152.00

\$570,152.00

\$570,152.00

\$570,152.00

\$2,850,760.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$26,836.88

\$27,128.85

\$27,429.58

\$27,739.33

\$28,058.38

\$137,193.03

\$921,399.71**\$931,424.01****\$941,749.03****\$952,383.81****\$963,337.62****\$4,710,294.19****Total Cost Per Hour****\$99.94****Hours of Service**

70.5 per weekday (M-F)

29 for weekend/summer/winter break

RFP # 8422966CK - BUS TRANSPORTATION SERVICES

ATTACHMENT I - COST BREAKDOWN BY ROUTE

VCU RamRide

Cost Breakdown by Route

I Lot Shuttle

Company Name

Expenditures

Year 1

Year 2

Year 3

Year 4

Year 5

Total

Direct Labor Staff Costs

Direct Labor

\$257,721.23

\$265,452.87

\$273,416.45

\$281,618.95

\$290,067.51

\$1,368,277.01

Other Personnel Expense (benefits, taxes, insurance)

\$71,413.99

\$73,556.41

\$75,763.10

\$78,036.00

\$80,377.07

\$379,146.57

Total Payroll and Benefits

\$329,135.22

\$339,009.28

\$349,179.55

\$359,654.94

\$370,444.59

\$1,747,423.58

Other Direct Costs

General & Administrative Support

\$115,400.00

\$118,862.00

\$122,427.86

\$126,100.70

\$129,883.72

\$612,674.27

Vehicle Maintenance/Repair

\$34,847.48

\$35,892.90

\$36,969.69

\$38,078.78

\$39,221.15

\$185,010.00

Property Insurance

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Depreciation - Vehicles

\$263,720.00

\$263,720.00

\$263,720.00

\$263,720.00

\$263,720.00

\$1,318,600.00

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\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Other Overhead (Not to exceed 3% of Total Other Direct Costs)

\$12,419.02

\$12,554.25

\$12,693.53

\$12,836.98

\$12,984.75

\$63,488.53

Total Other Direct Costs

\$426,386.50

\$431,029.15

\$435,811.08

\$440,736.46

\$445,809.61

\$2,179,772.80

Total Cost Per Hour

\$99.94

Hours of Service

30 per weekday (M-F)

RFP # 8422966CK - BUS TRANSPORTATION SERVICES**ATTACHMENT I - COST BREAKDOWN BY ROUTE**

VCU RamRide

Cost Breakdown by Route

A Lot Shuttle

Company Name

Expenditures**Year 1****Year 2****Year 3****Year 4****Year 5****Total****Direct Labor Staff Costs**

Direct Labor

\$206,176.99

\$212,362.30

\$218,733.17

\$225,295.16

\$232,054.02

\$1,094,621.64

Other Personnel Expense (benefits, taxes, insurance)

\$57,131.19

\$58,845.13

\$60,610.48

\$62,428.79

\$64,301.66

\$303,317.25

Total Payroll and Benefits**\$263,308.18****\$271,207.43****\$279,343.65****\$287,723.96****\$296,355.68****\$1,397,938.89****Other Direct Costs**

General & Administrative Support

\$92,355.00

\$95,125.65

\$97,979.42

\$100,918.80

\$103,946.37

\$490,325.24

Vehicle Maintenance/Repair

\$27,877.98

\$28,714.32

\$29,575.75

\$30,463.02

\$31,376.91

\$148,007.98

Property Insurance

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Depreciation - Vehicles

\$210,976.00

\$210,976.00

\$210,976.00

\$210,976.00

\$210,976.00

\$1,054,880.00

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\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Other Overhead (Not to exceed 3% of Total Other Direct Costs)

\$9,936.27

\$10,044.48

\$10,155.94

\$10,270.73

\$10,388.98

\$50,796.40

Total Other Direct Costs**\$341,145.25****\$344,860.45****\$348,687.10****\$352,628.56****\$356,688.26****\$1,744,009.62****Total Cost Per Hour****\$99.94****Hours of Service****24 per weekday (M-F)**

RFP # 8422966CK - BUS TRANSPORTATION SERVICES

ATTACHMENT I - COST BREAKDOWN BY ROUTE

VCU RamRide

Cost Breakdown by Route

M Lot Shuttle

Company Name

Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Direct Labor Staff Costs						
Direct Labor	\$361,255.36	\$372,093.02	\$383,255.81	\$394,753.49	\$406,596.09	\$1,917,953.77
Other Personnel Expense (benefits, taxes, insurance)	\$100,103.06	\$103,106.15	\$106,199.34	\$109,385.32	\$112,666.88	\$531,460.74
Total Payroll and Benefits	\$461,358.42	\$475,199.17	\$489,455.15	\$504,138.80	\$519,262.97	\$2,449,414.51
Other Direct Costs						
General & Administrative Support	\$160,500.00	\$165,315.00	\$170,274.45	\$175,382.68	\$180,644.16	\$852,116.30
Vehicle Maintenance/Repair	\$48,846.72	\$50,312.12	\$51,821.49	\$53,376.13	\$54,977.41	\$259,333.87
Property Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Depreciation - Vehicles	\$369,664.00	\$369,664.00	\$369,664.00	\$369,664.00	\$369,664.00	\$1,848,320.00
Insert more rows if needed above this row	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Overhead (Not to exceed 3% of Total Other Direct Costs)	\$17,370.32	\$17,558.73	\$17,752.80	\$17,952.68	\$18,158.57	\$88,793.11
Total Other Direct Costs	\$596,381.04	\$602,849.86	\$609,512.73	\$616,375.50	\$623,444.15	\$3,048,563.27
Total Cost Per Hour	\$99.94					
Hours of Service	42 per weekday (M-F)					

RFP # 8422966CK - BUS TRANSPORTATION SERVICES**ATTACHMENT I - COST BREAKDOWN BY ROUTE**

VCU RamRide

Cost Breakdown by Route

R Lot Shuttle

Company Name

Expenditures**Year 1****Year 2****Year 3****Year 4****Year 5****Total****Direct Labor Staff Costs**

Direct Labor

\$103,088.49

\$106,181.14

\$109,366.58

\$112,647.58

\$116,027.00

\$547,310.79

Other Personnel Expense (benefits, taxes, insurance)

\$28,565.59

\$29,422.56

\$30,305.23

\$31,214.39

\$32,150.82

\$151,658.60

Total Payroll and Benefits**\$131,654.08****\$135,603.70****\$139,671.81****\$143,861.97****\$148,177.83****\$698,969.39****Other Direct Costs**

General & Administrative Support

\$46,180.00

\$47,565.40

\$48,992.36

\$50,462.13

\$51,976.00

\$245,175.89

Vehicle Maintenance/Repair

\$13,938.99

\$14,357.16

\$14,787.87

\$15,231.51

\$15,688.46

\$74,003.99

Property Insurance

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Depreciation - Vehicles

\$105,488.00

\$105,488.00

\$105,488.00

\$105,488.00

\$105,488.00

\$527,440.00

Insert more rows if needed above this row

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Other Overhead (Not to exceed 3% of Total Other Direct Costs)

\$4,968.21

\$5,022.32

\$5,078.05

\$5,135.45

\$5,194.57

\$25,398.60

Total Other Direct Costs**\$170,575.20****\$172,432.88****\$174,346.28****\$176,317.09****\$178,347.03****\$872,018.48****Total Cost Per Hour****\$99.94****Hours of Service****12 per weekday (M-F)**

RFP # 8422966CK - BUS TRANSPORTATION SERVICES**ATTACHMENT I - COST BREAKDOWN BY ROUTE**

VCU RamSafe

Cost Breakdown by Route

Point to Point Service

Company Name

Expenditures	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Direct Labor Staff Costs						
Direct Labor	\$777,546.00	\$800,872.38	\$824,898.55	\$849,645.51	\$875,134.87	\$4,128,097.31
Other Personnel Expense (benefits, taxes, insurance)	\$148,104.00	\$152,547.12	\$157,123.53	\$161,837.24	\$166,692.36	\$786,304.25
Total Payroll and Benefits	\$925,650.00	\$953,419.50	\$982,022.09	\$1,011,482.75	\$1,041,827.23	\$4,914,401.56
Other Direct Costs						
General & Administrative Support	\$165,000.00	\$169,950.00	\$175,048.50	\$180,299.96	\$185,708.95	\$876,007.41
Vehicle Maintenance/Repair	\$160,000.00	\$164,800.00	\$169,744.00	\$174,836.32	\$180,081.41	\$849,461.73
Property Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Depreciation - Vehicles	\$128,000.00	\$131,840.00	\$135,795.20	\$139,869.06	\$144,065.13	\$679,569.38
Insert more rows if needed above this row	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Overhead (Not to exceed 3% of Total Other Direct Costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Direct Costs	\$453,000.00	\$466,590.00	\$480,587.70	\$495,005.33	\$509,855.49	\$2,405,038.52
Total Cost Per Hour	\$47.87					
Hours of Service	80 hrs per day					

RFP # 8422966CK - BUS TRANSPORTATION SERVICES**ATTACHMENT I - COST BREAKDOWN BY ROUTE**

VCU RamCharter

Cost Breakdown by Route/Service

On-Call Charter Service - Must Be Pre-Booked

Company Name

Expenditures**Year 1****Year 2****Year 3****Year 4****Year 5****Total****Direct Labor Staff Costs**

Direct Labor

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Other Personnel Expense (benefits, taxes, insurance)

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Payroll and Benefits**\$0.00****\$0.00****\$0.00****\$0.00****\$0.00****\$0.00****Other Direct Costs**

General & Administrative Support

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Vehicle Maintenance/Repair

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Property Insurance

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Depreciation - Vehicles

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Insert more rows if needed above this row

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Other Overhead (Not to exceed 3% of Total Other Direct Costs)

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total Other Direct Costs**\$0.00****\$0.00****\$0.00****\$0.00****\$0.00****\$0.00****Total Cost Per Hour****\$120.00****Hours of Service**

Varies



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sackett Cook & Associates - TIB 600 Fairmount Avenue Suite 106 Towson MD 21286-1000	CONTACT NAME: Angela Suznavick	
	PHONE (A/C, No, Ext): 410-828-7076 FAX (A/C, No): 410-828-5837	
	E-MAIL ADDRESS: asuznavick@tibinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Interstate Company	32620
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
RMA Chauveured Transportation
Robert Alexander
12270 Wilkins Avenue
Rockville MD 20852

RMACHAU-01

COVERAGES**CERTIFICATE NUMBER:** 48544389**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	YPP573707014	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	YPP573707014	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	YEX573707006	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			YWC573707011	5/1/2018	5/1/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROOF OF INSURANCE ONLY

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RESUME

Arthur C. Miesemer Jr.
amiesemer@rmalimo.com

11880 Bright Passage
Columbia, MD 21044
(301)-370-8252 Cell

Position Summary:

1994-Present

RMA Worldwide Chauffeured Transportation (Rockville, MD)
www.rmalimo.com

RMA is one of the largest corporate ground transportation providers in the greater Baltimore/Washington DC metro area and listed 6 among the leading networks of worldwide service. The company is privately owned with \$24 million in annual revenue employing 225 people.

2016-Present

Vice President of Business Development

2001-2016

Vice President of Operations

Reporting directly to the President/CEO. Responsible for all activities relating to quality of service, growth, profitability and a happy/productive work force.

Work closely with and oversee management staff consisting of Customer Service, Sales, Reservations, Dispatch, Chauffeur Development, Finance, H.R./Recruitment and Technology.

1997-2001

General Manager

1995-1997

Director – Sales & Marketing

1994-1995

Chauffeur Part Time

1994-1995

Management Search International (Vienna, VA)

Search Consultant – Health Care Management

1987-1993

Cary Hart Associates (New York, NY)

Search Consultant – For Profit Education Executives

1981 – 1987

Robert Fiance Systems, Inc. (New York, NY)

Regional Sales Manager – Business/Technical Schools

1979 – 1981

American Bartender Schools (New York, NY)

1980-1981

Area Sales Manager

1979-1980

Sales Representative

1978-1979

Metropolitan Life (Islip, NY)

Licensed Sales Rep – Life and Health Insurance

Gidgette M. Bridgers

CONTROLLER • DIRECTOR OF FINANCE

426 Whetstone Glen St. • Gaithersburg, MD 20877

Cell: (910) 818-1854 • Office: (443) 741-4680

Email: gigi.bridgers@gmail.com

<http://www.linkedin.com/pub/gigi-bridgers-mba>

Objective

Highly resourceful professional with more than 20 years of financial experience within diverse environments seeking a position of Controller or Director of Finance in a finance department of a progressive company to apply expert knowledge and strong managerial skills in order to contribute to analytical efforts and financial strategic planning for further company growth and development.

Core Skills & Competencies

Financial Management
Financial Reporting
Business Analysis

Budgeting
Consulting
A/P and A/R

Internal / External Audit
General Accounting
Project Management

Forecasting & Strategic Planning
Team Building & Communication
Team Leadership & Coordination

Experience

RMA WORLDWIDE CHAUFFEURS TRANSPORTATION

March 2016 - Present

Director of Finance

- Accountable for all aspects of financial management and financial reporting for RMA Worldwide, RMA Coach, Orange Taxi and RMA Halpine.
- Responsible for payroll as well as employee financial updates in the system.
- Manage budget and forecast planning process, to support business decisions that drive profitable growth, provide financial planning, analysis and forecasting.

MAS TEC NETWORK SOLUTIONS

January 2012 – March 2016

Regional Finance Controller East Coast

- Accountable for all aspects of financial management and financial reporting for 7 offices on the East Coast
- Continuously contribute to company strategic planning and business development activity through presenting financial reports to the top management as well as advising and consulting all Market Directors on financial issues
- Manage budget and forecast planning process, monitor and report on department budgetary performance to support business decisions that drove profitable growth, provide financial planning, analysis and forecasting to top management as well as assist in the preparation of consolidated financial information
- Responsible for the Profit & Loss of the Self Perform as well as the Project Management side of the business
- Provide leadership to implement best practices for allocating financial resources, introduce cost saving initiatives as well as perform analysis to solve unstructured problems relating to financial reporting and operations
- Manage and develop the staff consisting of accounting professionals through staff supervision, coaching and monitoring
- Review the Gross Margin Summary by Region daily, manage forecasting process and analyze variance reason accurately to ensure maximum margins are attained
- Continuously recommend and implement various margin expansion initiatives based on thorough analysis of financial performance at a customer and vendor level
- Act as a company representative to its major customer, ATT, accounting for \$120M of annual revenue and various contractors

BECKMAN COULTER GENOMICS (COGENICS, INC.), Morrisville, NC

May 2008 – January 2012

Senior Financial Analyst

- Performed complex budgeting and accounting functions, including review of documents and claims for accuracy, completeness, and uniformity to rules, regulations, and laws; coordination, preparation and review of year-end closing process and documents; monitoring of accounts receivable and accounts payable; performing periodic review of financial reports and verifying accuracy and fiscal solvency
- Conducted financial, statistical, and analytical studies, prepared working capital projections as well as prepared monthly forecasts based on input from operations and analysis of prior month results to support management decision-making
- Prepared and assisted in the preparation of financial reports, statements, and claims for reimbursement according to prescribed guidelines as well as prepared and analyzed Capital Expenditure Requests for feasibility
- Decreased DSO for a target group of accounts by resolving customer issues
- Analyzed performance trends of over 56 service lines and assisted management in interpreting performance results
- Implemented new scoring and measurement system (Bowler Charts)
- Identified areas for improvement and recommended corrective actions or changes in procedures to enhance reporting and budgeting processing
- Led a team that reduced the monthly closing cycle to 3 days through automation and process improvements and time management efficiencies
- Spearheaded conversion of general ledger from Solomon into Oracle 11i

DUKE UNIVERSITY HEALTH SYSTEMS, Durham, NC • Financial Analyst

January 2007-April 2008

BEKAERT CORPORATION RESEARCH TRIANGLE PARK, Durham, NC • Assistant Controller

April 2006-April 2007

SIEMENS, Wendell, NC • Senior Accountant

February 2004 – April 2006

SMITHFIELD PACKING COMPANY, Tarheel, NC • Cost Accounting Manager

July 1994 - February 2004

Education

Becker CPA Review • Preparing for CPA Examine, meet all eligibility requirements for the State of North Carolina

Master of Business Administration (Concentration in Health Care Management)

Technical Proficiency

MS Office: Excel, PowerPoint, Word •

Enterprise Reporting Planning Systems: Oracle, SAP, Hyperion, Solomon, and Outlook Soft

