

*Richmond Metropolitan
Transportation Authority*

**REQUEST FOR
PROPOSALS**

**GENERAL ENGINEERING CONSULTANT
SERVICES**

RFP Issue Date: May 4, 2017

Final Questions Accepted by
the Authority 1:00 P.M., Local Time
Monday, May 15, 2017

MANDATORY
Pre-Proposal Meeting 8:00 A.M., Local Time
Tuesday, May 16, 2017

Response Due: 3:00 P.M., Local Time
Tuesday, May 30, 2017
Richmond Metropolitan
Transportation Authority
919 East Main St., Suite 600
Richmond, Virginia 23219
Attn: Paula Watson

**RICHMOND METROPOLITAN
TRANSPORTATION AUTHORITY**

GENERAL ENGINEERING CONSULTANT

REQUEST FOR PROPOSALS

The Richmond Metropolitan Transportation Authority (RMTA or the "Authority") requests proposals from qualified and interested firms to provide the Authority with professional engineering services. Firm(s) will be responsible for providing services for the Authority on various engineering related matters. Certain information is necessary to evaluate each interested firm's ability to provide the desired services. As a result, interested proposers shall be requested to submit a response setting forth their qualifications for the anticipated work, and may, at the Authority's sole option, be asked to make an oral presentation to the selection committee.

The Authority intends to select a General Engineering Firm or Consultant ("GEC") which will operate in complete coordination with, the Authority's staff with respect to various Authority projects. To that end, the GEC shall be expected to represent the interests of the Authority throughout all aspects and phases of the Authority's activities and shall, when and as requested by the Authority, fully support its dealings with contractors and suppliers, engineers and other consultants, the Authority's legal counsel and accountants, traffic and revenue advisors, rating agencies and underwriters, governmental entities and the public, all in accordance with the highest professional standards. As more specifically described in this Request for Proposals ("RFP"), the GEC shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Authority throughout the term of the GEC's performance of the services.

While the Authority intends to award a contract to a single contractor/proposer, it reserves the right to award contracts to multiple firms.

This RFP and the resulting contract(s) shall be consistent with and governed by the Virginia Public Procurement Act. The contract resulting from this RFP (the "Agreement") shall be for professional engineering services, and shall generally be task order based, for multiple projects issued on an as-needed basis. The project fee for any single project or task order may not exceed \$2,500,000. The sum of all projects in a contract term shall not exceed \$6,000,000 and any unused amounts from the first contract term shall not be carried forward to any additional contract term. The Agreement shall have a term limit of one (1) year, terminable without cause by either party at any time upon sixty (60) days' prior written notice, provided, however, that the proposer may not so terminate if it will result in a substantial inconvenience, burden, delay or hardship upon the Authority, as determined by the Authority. The Agreement may be renewable for four (4) additional one (1) year periods solely at the Authority's option. The form of the Agreement is attached to and made a part of this RFP.

Assignments or work, projects or task orders under the Agreement shall be made on an as-needed basis. In the case of a multiple award, the Authority shall be solely responsible regarding individual task orders or project assignments. All proposers are advised that the Authority reserves the right, at all times, to perform work in-house or to award any project on a separate competitive

negotiation basis.

The commencement date of the Agreement to be awarded in connection with this RFP is anticipated to be on or about October 1, 2017, provided, however, that the Authority reserves the right to extend the term of its existing GEC contract to allow completion of any work undertaken but not completed as of the commencement date.

Background – Description of the Authority

The General Assembly of Virginia created Authority in 1966 as a political subdivision of the Commonwealth of Virginia. At the current time, it owns and/or operates the Downtown and Powhite Expressway Systems (toll), Boulevard Bridge (toll), and Main Street Train Station. The original installation of the Expressway Systems occurred in the 1966 – 1976 timeframe, although the toll roads have been the subject of numerous upgrades and expansions since such date. The Boulevard Bridge was first operational in the 1920s and acquired by the Authority in the late 1960s.

The Authority is governed by a 16-member Board of Directors – five members appointed by the City of Richmond, five members by Chesterfield County, five members by Henrico County and one member by the Commonwealth Transportation Board. Proposers are encouraged to visit the RMTA’s website, www.rmtaonline.org, to get an in depth understanding of the organization.

The Authority currently utilizes the services of its GEC for a variety of Expressway-related projects, embracing some or all of the various items detailed under “SCOPE” in the following section. These services include general engineering and consulting relating to the ongoing operation of a modern toll road utilizing manual, automated and express tolling in an urban environment, such as (i) various inspections, reports, evaluations, etc., (ii) work on the various construction contracts the Authority lets from time to time for such projects as annual maintenance and repair, deck rehabilitation, protective coatings, and the like, and (iii) assistance in capital planning for the Expressway System. One such project that is currently underway is the procurement of an upgrade to the Authority’s existing tolling equipment. This project is expected to be ready for notice to proceed in Fall, 2017.

SCOPE:

The proposed services will cover multiple projects over a broad scope, as referenced in the preceding section, that will include but is not limited to the following:

1. Design of highways including drainage, alignments, lighting, signing, etc.
2. Design of toll facilities in both Open Road Tolling and traditional cash lane environments.
3. Structural design for transportation and building projects.
4. Architectural services for new facilities and renovation of existing facilities.
5. Toll system design, review, integration and installation with experience in phased replacement.
6. Environmental impact studies and mitigation.

7. Construction administration including bid document preparation, contract administration, pay estimate review and approval, construction monitoring and inspection.
8. Routine facility inspections as per Federal and State requirements including RMTA's expressway system and other facilities as identified by the RMTA followed by a detailed report submission.
9. Strategic planning including engineering and construction cost estimating for near and long term projects.
10. Assist with presentations to the RMTA Board and general public.
11. Provide support for general expressway repair and closure activities.

ADMINISTRATIVE:

The following information is furnished to, and where applicable is required of, the proposers for consideration during the preparation of their response to this RFP, in addition to the other requirements, terms and conditions set forth in this RFP. The selection process will be in accordance with the requirements of the Virginia Public Procurement Act (Title 2.2, Chapter 43, of the Code of Virginia).

1. Professional Liability: The firm selected to perform the desired services must have professional liability insurance coverage of not less than \$5,000,000. If the present coverage of the successful proposer is insufficient, the selected firm must obtain additional coverage prior to the signing of the Agreement. Coverage must be continuous for the contract period; and must extend a minimum of three (3) years beyond the completion of the services.
2. Subconsultant Services: Services assigned to subconsultants must be approved in advance by the Authority. The subconsultants must be qualified to perform all work assigned to them. Responsibility for sublet, assigned, or transferred work shall remain with the GEC.
3. Inspection of Books and Records: The Authority, or any duly authorized representative of the Authority, may at all reasonable times inspect and examine the books and records of the GEC for the purpose of (a) checking all salaries, wages, costs and other expenses described and/or contemplated in the Agreement or (b) otherwise confirming the GEC's compliance with the terms of the Agreement. The GEC shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office, during the term of the Agreement and for a period of three (3) years after the date of final payment thereunder.
4. Ownership of Plans: Notwithstanding any provision in the Agreement or in common law or statute to the contrary, all of the plans, tracings, computer records, discs, and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, logs, survey notes, test procedures, test data, recommendations, reports, and other data and materials, and any part thereof, compiled or to be compiled by or on behalf of the GEC, together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and shall not be subject to any restriction or

limitation on their further use by or on behalf of the Authority.

SUBMISSION OF PROPOSALS:

Each proposer should submit a detailed response to this RFP and for the services. The response shall include sufficient information to enable the Authority to fully evaluate the capabilities of the proposer and its approach to providing the specified services. Unnecessarily elaborate or voluminous responses are neither required nor wanted; the 30 single sided page limit and other requirements described in Section 5.1 shall be enforced. Discussion of the firm's past experience which is not germane to the specified services should not be included. The response shall specifically address the issues raised, and provide the information requested, under Sections 1 through 4 below. The response shall utilize and follow the order of the headings and subheadings employed under those Sections.

1. EXPERIENCE OF FIRM

1.1 History and Description of Firm

Each proposer should provide a brief history and general description of its firm.

1.2 Overall Project Experience

The proposer shall provide a listing of relevant projects accomplished within the past five (5) years (greater significance will be placed on toll road projects), which list shall include the following:

1. Project name.
2. Project location.
3. Project manager(s) and key staff.
4. A brief description of the project and the work performed, which description shall clearly indicate the project's size, complexity and cost.
5. Anticipated completion date of the general engineering consulting and engineering services currently under contract.
6. Name, address, telephone number, and e-mail address of client contact to serve as reference.

By submitting a response and the foregoing information, the proposer unconditionally authorizes the Authority to contact and confer with the indicated client contact(s) and other current or past employees of that client.

1.3 Experience Relevant to Toll Road Projects

The proposer shall specifically identify and describe the firm's experience related to toll road projects with an emphasis on toll road operations matters, including but not limited to integration and implementation of toll collection systems. Specifically, each proposer should provide total firm billings for the five (5) years to and including the year ended December 31, 2016 in performing typical general engineering consulting and engineering services on

toll road projects, and briefly identify those projects. Project information previously provided in response to Section 1.2 should be summarized or incorporated by reference, rather than repeated in whole.

1.4 Availability

The proposer should include information relative to the location, capabilities and resources of the office or offices from which it proposes to perform the required services, along with resident personnel by discipline that would be assigned to the Authority, with an emphasis on demonstrating that it has the necessary qualified personnel available to the Authority, and the ability to handle temporary loss of field staff or peaks in workload requirements through its approach to staffing.

1.5 Management and Coordination Experience

The proposer should describe its experience providing management and coordination services similar to the services expected of the GEC. This description should specifically address the proposer's record in delivering completed projects on time and on budget. Once again, project information previously furnished in response to Section 1.2 should be summarized or incorporated by reference, rather than repeated in whole.

1.6 VDOT Road and Bridge Specifications

The proposer should include information describing its knowledge of and experience with VDOT's Road and Bridge Specifications (2016, or such later date as these standards shall be amended or supplemented).

2. APPROACH TO THE SERVICES

2.1 Proposed Approach - Quality, Schedule and Budget

The proposer shall present the proposed approach for providing the broad range of services requested. The efficient use of manpower and materials will be considered. The proposer shall demonstrate the firm's quality control program, and the policies and procedures followed to assure a complete, accurate, and quality product. The GEC shall be expected to operate independently from the Authority and without extensive oversight and direction; methods to accomplish that end should be discussed. Also, innovative approaches for providing the services should be addressed.

2.2 Coordination

The proposer shall discuss in detail the manner in which proper coordination and information exchange will be guaranteed between parties, and, if the work is proposed to be done in more than one location of its own offices.

2.3 Schedule Development and Utilization

The proposer shall submit a suggested generic project schedule showing major activities/events and the proposed time-frames required to develop a typical tollway project from concept, to construction letting, through contractor final release/closeout. The GEC's proposed use of the schedule should be discussed. The proposer shall demonstrate that it can perform critical path modeling using a recognized industry software package or software authorized or supported by the Authority.

3 STAFFING

3.1 Project Team Matrix and Staffing Plan

The proposer shall submit a project team matrix which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, and administrative services required. The proposer shall identify the senior project manager with respect to the services, as more particularly described under Section 3.2 below. Project management and key technical personnel within each discipline shall be identified and addressed, as more particularly described under Section 3.3 below. Other items to be included in the discussion of the project team matrix are:

1. Staffing capabilities of the firm.
2. Staffing availability for the services.
3. Key staff summary.
4. Key staff resumes (to be included in the Appendix and limited to one page per person).
5. List of job classifications to be used on the services, a position description for each classification, and identification of which job classifications are anticipated for each major work activity.

Personnel on retainer contracts or part-time employees will not be considered as employees of the proposer. Special emphasis should be given to personnel with extensive prior experience in design of toll road systems or turnpikes.

In addition, the proposer shall provide a summary, without identifying clients, of those significant active projects expected to be underway in its designated field office, or otherwise utilizing employees performing services for the Authority under the Agreement, during the calendar years 2017 through 2020. The summary should indicate the magnitude of fees involved, the percentages of completion of those applicable projects as of the date of the response, and staff levels by discipline that the proposer has pre-committed to those projects, all in sufficient detail to evaluate the proposer's ability to provide the level of staffing required for those assignments and the services sought under this RFP.

The GEC shall be required to establish a field office within the service area of the Authority to provide the following services:

1. Contract Support
2. Administrative Assistance
3. Advanced Project Development
4. Right-of-Way and Utilities
5. Plans, Specifications, & Estimate (PS&E) Management
6. Coordination of Construction Management Services, Inspection and Administrative Requirements
7. Assistance in Operations

3.2 Senior Project Manager

The proposer shall identify and provide relevant information concerning the senior project manager it intends to assign to the services for the duration of the Agreement. The Agreement shall restrict the ability of the GEC to substitute individuals for the senior project manager without the Authority's express approval. The proposer should discuss what steps it intends to take in order to enhance continuity in this and other key staff positions. The senior project manager shall be a Virginia licensed professional engineer or hold a similar license in another state and be capable of obtaining a license in Virginia within six (6) months.

3.3 Key Staff

The proposer shall identify and provide relevant information concerning the remainder of the proposer's intended project management and key technical personnel.

As set forth above, one key ongoing Authority undertaking concerns the upgrade of the Authority's toll equipment system. Proposers shall identify with particularity the senior personnel to be assigned to this project and their experience in toll collection system integration, installations, renovation and upgrades performed in a phased approach.

3.4 Subconsultants

Where subconsultant services are proposed, the information specified in the first paragraph of Section 3.1 shall also be furnished for the subconsultant firm(s). Proposers are advised that no subconsultant or subcontractor may be employed without RMTA's approval, in its sole discretion. The provisions of the Agreement also pertain to subcontractors and subconsultants.

4 OTHER

4.1 Diversity and Inclusion

The Authority is committed to increasing the opportunities for participation of small businesses and businesses owned by women, minorities, and service disabled veterans and businesses located in the Richmond metropolitan area in all facets of the Authority's activities, including procurement transactions, and to ensure diversity in its procurement and contract

activities. These businesses are encouraged to respond to all solicitations. In addition, the Authority strongly encourages each proposer and/or supplier with which the Authority contracts to actively solicit small businesses and businesses owned by women, minorities, and service disabled veterans, and businesses located in the Richmond metropolitan area as subcontractors/suppliers for their projects.

Proposers shall submit a summary of the prime firm's inclusion program and current firm profile with its responses to this RFP. The Authority strongly encourages the submission of proposals by firms whose principal business operations are located in the Richmond Metropolitan Area and further strongly encourages such firms to utilize the services of local subcontractors if needed. The Authority strongly encourages small business and businesses owned by women, minorities and service disabled veterans to submit proposals.

Upon award/completion of work, the Authority will require the selected proposer to furnish data regarding subcontractor/supplier activity with small businesses, minority-owned businesses, women-owned businesses, businesses owned by service disabled veterans and businesses located in the Richmond metropolitan area on a certification form to be provided by the Authority to the selected proposer. This information will enable the Authority to document the dollar level of activity and measure the success of its purchasing and contracting efforts.

4.2 Litigation, Administrative Proceedings or Investigations.

Identify any material litigation, administrative proceedings or investigations in which your firm is currently involved or that may be threatened against your firm. Please indicate the current status or disposition of such litigation, administrative proceedings or investigations.

4.3 Various Statements/Certifications

Provide the following statements or assurances. If you are unable to do so, please explain why and provide supporting details.

(a) Provide a statement of assurance that your firm is not currently in violation of any regulatory agency rule or, if in violation, an explanation as to why the violation does not have a material adverse impact on your ability to perform under this solicitation.

(b) Provide a statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into the Agreement with the Authority for the provision of professional engineering services or would otherwise adversely affect the Authority or its operations or customers. In particular, disclose whether your firm represents (i) the City of Richmond, (ii) VDOT or its contractors in toll services and operations, or (iii) any other entities in Virginia that provide toll road operations within the City of Richmond or the Counties of Henrico or Chesterfield. In addition, provide a statement of commitment to disclose future actual or potential conflicts of interest and identify how any such future conflicts would be identified and how your firm would resolve any such conflicts. You may frame your response in light of the provisions of Section 4.10 of the Agreement.

(c) Provide a statement of assurance that the proposer is not taking advantage of, and is not in any way basing the submission of its proposal on, any confidential information obtained in past associations with the Authority such that award of the contract may result in the proposer receiving an unfair competitive advantage. (Note: the Authority's incumbent is advised that confidential information obtained or derived in the normal course of its engagement with the Authority does not fall within the scope of this requirement).

(d) Provide a statement of assurance that your response is not the result of, or affected by, any act of collusion with another person (as defined in Virginia Code §§ 59.1-68.6 *et seq.*), engaged in the same line of business or commerce; or any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§18.2-498.1 *et seq.*).

4.4 Various Other Disclosures

Identify and describe the circumstances whether your firm or any of its principals (i) are currently debarred, suspended or disqualified from submitting responses to the Authority, or any other state, local or federal entities, (ii) ever been terminated for work awarded to it, including termination for default (or cause) or for the convenience of the owner, (iii) been disqualified, removed, or otherwise declared in material breach or default of any contract by a public agency, or debarred from participating in the RFP process for any contract, or failed to complete a project with a public agency, (iv) filed a request to be released from an application, proposal, selection or award of any contract within the last five (5) years, (v) ever been selected for award or awarded a contract in which the entity failed to undertake the awarded services or execute the proffered contract (such as not signing the contract documents, an inability to obtain insurance or meet bonding requirements; or failure to submit required forms and attestations), or (vi) filed for bankruptcy in the last seven years or is currently the debtor in a bankruptcy case.

4.5 Va. State Corporation Commission Matters – Contractor's Authorization To Transact Business

The proposer shall submit the information required by Section 11(S). If proposer is exempt from the SCC authorization requirement, it shall include a statement on the entity's letterhead with its application certifying their exemption from this requirement

5 OTHER APPROPRIATE DATA

Other data demonstrating the ability and experience of the proposer in providing the specified services may be included in the Response. The proposer is cautioned, however, to carefully consider the relevance of said additional data, particularly in light of the 30 single sided page limit described in Section 6.1, so as to not omit or unduly abbreviate information specifically requested under Sections 1 through 5.

6 SUBMITTAL

6.1 Format

The response shall be submitted in bound volumes on standard 8 1/2" x 11" paper. Charts and exhibits may be of a larger size, but must be folded to the standard size. All information must be assembled and indexed in the order indicated in Sections 1 through 4, together with an Appendix containing the items described below. The response shall be limited to thirty (30) pages, single-sided and shall include typed text, graphics, charts and photographs (except when found on section dividers and not referenced in the text). Minimum type or font size for text shall be 12- point. The minimum for non-text portions, such as graphics and charts, shall be 10-point. Foldout pages count as one page but the response shall be limited to two foldout pages.

The page count shall not include:

- Cover Letter (one page).
- Front and back cover and section dividers (bindings and covers will be at the discretion of the proposer).
- The generic schedule (not more than 1 page in length) as required under Section 2.3 of this RFP, which shall be part of the Appendix.
- Key staff resumes (not more than 1 page in length per person) described in Section 3.1 through 3.3 of this RFP, which shall be part of the Appendix.
- Company brochure (not more than one item), which shall be part of the Appendix.

6.2 Due Date

Five (5) copies of the written response must be received by the Authority before 3:00 P.M. (local time), May 30, 2017. The response package shall be submitted to:

Richmond Metropolitan Transportation Authority
Attn: Paula Watson
919 East Main Street, Suite 600
Richmond, Virginia 23219
Phone: (804) 523-3308

7 MANDATORY PRE-SUBMISSION MEETING; WRITTEN QUESTIONS

A **mandatory** pre-proposal meeting will be held at the Authority's Powhite Parkway (South) toll facility on May 16, 2017 at 8:00 A.M. (local time). Interested parties will need to head south on Powhite Parkway (Rte. 76), crossing the James River and keeping to the right (Cash) at the traffic split at the railroad overpass. Enter the parking lot of the tan metal building just prior to the cash toll booths. An overview of the facilities will be provided along with a final opportunity for questions from proposers.

Questions regarding this solicitation must be submitted in writing no later than 1:00 p.m. on Monday, May 15, 2017, to Paula Watson, Procurement Manager, via e-mail to paula.watson@rmtaonline.org. Questions are anticipated to be answered by written Addendum or addressed at the mandatory pre-proposal meeting. Any changes to the RFP will be by written addendum. Addenda, if any, will be published on the RMTA website www.RMTAonline.org.

8 EVALUATION AND SELECTION CRITERIA AND PROCESS

The procurement method for this RFP is competitive negotiation, as described in Section 2.2-4302.2 of the Code of Virginia, as amended. This RFP indicates, in general terms, the nature of the services that are sought, and each proposer is to submit the proposal that best suites the Authority's needs.

Written proposals/responses shall be considered by the Authority's GEC Selection Committee. This committee will be made up of Authority staff members representing the Operations/Engineering, Procurement and Finance departments. The GEC Selection Committee will evaluate Proposals based upon the following evaluation criteria, which will be utilized in the evaluation of qualifications for development of the shortlist of those proposers to be considered for interviews and/or negotiations:

Scoring of the written responses shall be completed prior to any oral presentations. The written responses will be scored as follows:

| <u>Written Responses</u> | <u>Maximum Score</u> |
|---|----------------------|
| Experience of Personnel* | 40 |
| Experience of Firm* | 20 |
| Organizational Approach and Managerial Capability** | 20 |
| Qualifications of Project Manager(s)* | 10 |
| Diversity & Inclusion Plans | <u>10</u> |
| | 100 |

* Experience and qualifications will be scored and evaluated with an emphasis on toll road operations matters, including but not limited to integration and implementation.

** Managerial Capability will be scored and evaluated by such factors as ability to control project costs, timely provide written reports, and complete on-site evaluations and inspections.

At the sole discretion of the Authority, some or all of the firms being considered may be required to appear for interviews/oral presentations. The interviews/oral presentations, if required,

shall be conducted so as to solicit information to enable the Authority to evaluate the capability of the applicable proposers to provide the desired services. Any such interview or presentation shall be significant to the selection of the GEC for the services. If the Authority notifies a proposer that an interview or presentation is required, the Authority will inform that proposer of the schedule, order and procedure, including its content, time limits, identity of the persons to be present, and use of handouts and visual aids. The interviews/oral presentations, if any, shall be evaluated by the GEC Selection Committee, using the criteria set forth above.

If interviews/oral presentations are required, the written response and interviews/oral presentation will not carry equal weight. The written response will count as 85% of the overall score and the interview/oral presentation as 15%. Notwithstanding the foregoing, the Authority emphasizes that it may elect to forego interviews or oral presentations for all or some proposers. Consequently, all responses should be comprehensive and clear on their face, and no proposer should rely upon the opportunity to present additional or clarifying information at a later time.

As required by the Virginia Public Procurement Act, the Authority shall engage in individual discussions with two or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Authority may discuss nonbinding estimates of hourly rates/price for services. Proprietary information from competing proposers shall not be disclosed to the public or to competitors. The Authority shall not request or require proposers to list any exceptions to proposed contractual terms and conditions, unless such terms and conditions are required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132, until after the qualified proposers are ranked for negotiations. At the conclusion of discussion, outlined herein, on the basis of evaluation factors set forth in this RFP and all information developed in the selection process to this point, the Authority shall select in the order of preference two or more proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the proposer ranked first. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that proposer. Otherwise, negotiations with the proposer ranked first shall be formally terminated and negotiations conducted with the proposer ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the RFP, the Authority may award contracts to more than one proposer. Should the Authority determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that proposer.

Any and all costs associated with the submission of Proposals, discussions or on-site interviews shall be at the sole expense of the proposer. If needed, all on-site interviews will be conducted at RMTA's Central Administrative Offices located at 919 East Main St. (SunTrust Bank Building), Suite 600, Richmond, Virginia 23219. The Authority will notify all proposers of the decision to award or shortlist of proposers to be considered for award.

The solicitation of Proposals shall in no manner be construed as a commitment on the part of RMTA to make an award. The Authority reserves the right to cancel this Request for Proposal or to reject any and all proposals submitted as well as to waive any informality, whichever is in the best interest of the Authority. The Authority shall not be bound until such time as a contract in writing is executed by both the proposer and the Authority.

9 METHOD OF PAYMENT

9.1 The method of payment for this contract will be actual costs for each project assignment based on fixed billable rates. For purpose of determining the fixed billable rates, an overhead rate shall be established in compliance with cost principles contained in the Federal Acquisition Regulations (FAR) of Part 31 of Title 48 of the Code of Federal Regulations. The overhead rate shall be established by an audit by a cognizant government agency or independent CPA firm. Profit shall be included in the billable rate and is subject to final negotiations.

9.0 All firms submitting proposals (prime consultants, joint ventures and subconsultants) must have internal control systems in place that meet Federal requirements for accounting. These systems must comply with requirements of 48CFR31, "Federal Acquisition Regulations, Contract Cost Principles and Procedures," and 23CFR172, "Administration of Negotiated Contracts." All firms selected for a project (prime consultants, joint ventures and subconsultants) must submit their FAR audit data to the Authority within 10 work days of being notified of their selection. Should any firm on the consultant team fail to submit the required audit data within the 10 work days, negotiations will be terminated by the Authority and the next most qualified team invited to submit a proposal.

10 DISCRIMINATION

The Authority does not discriminate against an offeror or proposer because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State and Federal law relating to discrimination in employment.

11 MISCELLANEOUS

A. Proposers may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia, as amended, to determine their remedies concerning this competitive process.

B. The Authority reserves the right to reject any and all proposals and to waive any irregularities in order to award the concession that is in the best interests of the Authority. The Authority reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP will be made in writing. The Authority will notify all potential respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the Proposal submission.

C. Each proposer assumes all responsibility for complying with laws, regulations, etc., pertaining to the engagement in formulating and completing the Proposal. Federal, state and local laws, ordinances, rules and regulations that in any manner affect the Proposal

apply. Lack of knowledge by proposers shall in no way be cause for relief from responsibility therefor.

D. During the term of the engagement, each proposer shall agree as follows:

i. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability or national origin except where religion, sex, disability or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the proposer. The proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions on this nondiscrimination clause.

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

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the foregoing requirements. The Proposal will include the provisions of the foregoing paragraphs (i) and (ii) and this paragraph (iii) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

iv. The proposer, by signing the proposal, certifies that it does not and will not during the performance of the work knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

v. The proposer agrees to (a) provide a drug-free workplace for its employees; (b) 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 proposer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the proposer that the proposer maintains a drug-free workplace; and (d) 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.

A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

E. All firms are hereby placed on notice that neither the Authority nor its employees, agents or members of its Board of Directors shall be lobbied either individually or collectively regarding this RFP. Proposers, consultants and their agents are hereby advised that they are not to contact Board of Director members of the Authority or staff members

for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit, or have submitted a Proposal. *ANY FIRM CONTACTING INDIVIDUALS MENTIONED HEREIN SHALL BE IN VIOLATION OF THIS WARNING AND SHALL AUTOMATICALLY BE DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR PROPOSALS.*

F. The Authority, in its discretion, will commence the engagement on a date that best accommodates the schedule of the successful proposer and the Authority and any transition hereunder.

G. This RFP and each and all parts, exhibits and appendices thereof shall in all respects be and constitute a part of the agreement to be entered into with the successful proposer.

H. No Proposal shall be withdrawn except with the consent of the CEO of the Authority (or his designee) for a period of ninety (90) days following the receipt date of proposals (subject to earlier acceptance). Proposals may be withdrawn by written notice, facsimile/telex or telegram received at any time before the deadline for submitting Proposals. Proposals may be withdrawn in person by the respondent or an authorized representative prior to the deadline for submitting them.

I. Unacceptable Proposals -- The Authority, in its discretion, may refuse to consider or evaluate a Proposal for any of the following reasons:

- (i) Evidence of collusion.
- (ii) Unsatisfactory performance record, including but not limited to, failure to faithfully comply with lease or contract terms and obligations, conduct, workmanship, progress, as shown by past or current contracts or agreements with the Authority or any other entity.
- (iii) Uncompleted contracts, whether with the Authority or otherwise, that might hinder or prevent compliance with the requirements of this RFP and the Agreement.
- (iv) If a proposer has previously defaulted in the performance of, or failed to complete a public contract, or has been convicted of a crime arising from or in connection with the negotiation, execution or performance of a previous public contract.
- (v) Any other apparent inability, financial or otherwise, to fulfill the requirements of the engagement.

The Authority reserves the right not to award a contract to any person, firm or corporation that does not comply with applicable laws.

J. Ethics in Public Contracting – Pursuant to Virginia Code 18.2-498.4, the proposer hereby certifies that, by submitting a Proposal, such proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Government Frauds Act. By submitting its proposal, proposers certify 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 normal value, present or promised unless consideration of substantially equal or greater value was exchanged.

K. Indemnification of Authority – The successful proposer shall defend, indemnify and hold harmless the Authority, its directors, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgments, including attorney fees, alleged or claimed to have been caused whole or in part by or through the performance by the successful proposer, or by reason of any actions or activities of the successful proposer whether or not such damage is caused by or attributable to a party indemnified hereunder. In any and all claims against the Authority or against any of its Directors, officers, agents or employees by the successful proposer or any employee of the successful proposer, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the successful proposer under Workers’ Compensation Acts, disability acts or other employee benefit acts.

L. Laws and Courts – Any contract resulting from this RFP 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 Circuit Court of the City of Richmond. The successful proposer shall comply with all applicable federal, state and local laws and regulations.

M. Antitrust – By entering into the Agreement, the proposer conveys, sells, assigns, and transfers to the Authority 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 Authority under such Contract.

N. Assignment of Contract – The Agreement shall not be assigned by the proposer in whole or in part without the prior written consent of the Authority.

O. Ownership of Material – Ownership of all data, materials and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority.

P. Public Information – Disclosure of any information submitted in response to this RFP is governed by applicable Virginia law, including the provisions of the Virginia Freedom of Information Act (“FOIA”), and the Authority makes no representations as to the avoidance of disclosure if a proper FOIA request is made. To the extent a proposer wishes to attempt to protect trade or proprietary information from disclosure, it must identify the data or other materials to be protected and state the reasons why protection is necessary.

Failure to mark the data or other materials as stated may result in information, data or other materials being released to another bidder, proposer, offeror or public or private person. A proposer may not mark every page of the Proposal as proprietary information. The Authority shall undertake to advise proposer(s) of any request for disclosure under FOIA for any material designated by proposer as a trade secret or proprietary to allow proposer opportunity to take steps to prevent disclosure. By submitting its proposal, however, proposer agrees to release the Authority from any liability for disclosures made in response to an FOIA request.

Q. Proposer's Acknowledgement – By submitting a response to this RFP, each proposer unequivocally acknowledges that the proposer has read and fully understands this RFP, and that the proposer has asked questions and received satisfactory answers from the Authority regarding any provisions of this RFP with regard to which the proposer desired clarification.

R. Faith-Based Organizations – The Authority does not discriminate against faith-based organizations.

S. Contractor's Authorization To Transact Business – In accordance with § 2.2-4311.2 of the Code of Virginia, any proposer organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any proposer organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any proposer that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal statement describing why the proposer is not required to be so authorized. Failure to provide the required information may result in the rejection of the proposal. Any selected proposer shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Authority may void any contract if the selected proposer fails to remain in compliance with the foregoing provisions.