

**POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION**



DATE: July 6, 2007
REQUEST FOR PROPOSAL: RFP # 07-10
SUBJECT: Two-Position Bicycle Racks for Transit Buses

PROPOSAL DUE

DATE: August 6, 2007
TIME: 3:00 PM LOCAL TIME
SUBMIT TO: Potomac and Rappahannock Transportation Commission
Attn: Anthony Foster
14700 Potomac Mills Road, 2nd Floor
Woodbridge, VA 22192

Please direct questions concerning the RFP to the attention of the Contract Administrator, Anthony Foster, at the above address, via e-mail to afoster@omniride.com, or by fax to 703-583-1377.

www.PRTCtransit.org

SECTION I

INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal and contract shall be consistent with and governed by the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann. In the event of an inconsistency between the solicitation and the selection requirements set forth in this RFP versus those set forth in the Virginia Public Procurement Act, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Virginia Public Procurement Act.

This section of the RFP sets forth the general information to all potential offerors to facilitate preparation of suitable proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section II of this RFP, while PRTC's process for selecting the best proposal and developing a contract are summarized in Section III. The requirements and process set forth therein shall be binding on all Offerors.

I.1 Purpose of the Request

The Potomac and Rappahannock Transportation Commission ("PRTC") seeks a qualified company to provide a transit bus bicycle rack product that contains subcomponents that can be individually replaced (as needed) without compromising the integrity of the bicycle rack.

The successful proposer will supply PRTC with forty (40) bicycle racks in accordance with the Proposal Requirements listed herein.

I.2 Background Information

The Potomac & Rappahannock Transportation Commission (PRTC) is a public transportation provider in Northern Virginia. Bus service is operated from its Transit Center located at 14700 Potomac Mills Road, Woodbridge.

PRTC is interested in purchasing forty (40) modular designed two-position bicycle racks for transit buses which will enable contracted maintenance staff to replace only specific damaged parts – at a lower cost – in the event of an accident, as opposed to replacing the entire bicycle rack.

I.3 Scope of Work

The Potomac and Rappahannock Transportation Commission is requesting proposals from vendors who can supply two-position modular designed bicycle racks, as described in Attachment C, "Technical Specifications." The successful Proposer shall provide the means to fulfill the requirements listed herein.

I.4 Period of Contract

The term for this Contract shall begin with the delivery of the bicycle product to the end of the warranty period.

I.5 Decision Not to Respond

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. PRTC is very interested in learning whether problems with the solicitation process have discouraged responses, or whether there are other reasons.

I.6 Emergency Order

In the event of any emergency, PRTC reserves the right to order the contracted services from other sources which could provide a faster delivery time.

I.7 Posting/Notice of Award

Notice of Contract award(s) made as a result of this solicitation will be made by a letter to each Offeror and posted on-line.

I.8 Vendor Qualifications

The Vendor must demonstrate to the satisfaction of PRTC that it has the necessary experience, skilled personnel and financial resources to perform the services required under this solicitation. Qualified vendors shall have substantial recent experience in the last five (5) years providing similar products on a scale equal to or greater than what PRTC is requesting.

Vendors must provide documentation that the manufacturer of the bike rack being supplied is designed and manufactured specifically for use on transit buses and has supplied modular constructed bicycle racks within the last 12 months.

1.9 Clarification of Terms

In order to ensure an impartial competitive process, questions and private communications with the prospective offeror during proposal preparation and the evaluation period will not be accepted. If a prospective vendor has questions about the specifications or other solicitation documents, the prospective vendor should contact the Contract Administrator whose name appears on the cover page of this solicitation. Inquiries regarding this RFP will be allowed up to Monday, July 23rd, 2007 and will be distributed to all RFP recipients. Any revisions to the solicitation will be made only by addendum issued by PRTC.

SECTION II

PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for PRTC to consider the proposal complete.

II.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offeror also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands their obligation, and that it will not make any claim for or have the right to cancellation of or relief from the contract because of any misunderstanding or lack of information.

II.2 Due Date and Copies Returned

Responses are due no later than **Monday, August 6, 2007**; after which, responses will not be accepted.

All firms are to submit the required copies of their proposals in two separately bound parts as follows:

	Copies	Part	Description
Proposal	<u>3</u>	A	Technical
	<u>3</u>	B	Cost Proposal

Proposals received by PRTC after the date, time and location prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

Offers should include in the technical proposal submission, the required RFP Submission Form (see following paragraphs) and the Insurance Checklist (see Attachment B of this RFP). These should be packaged together and clearly labeled "RFP No. 07-10 Two Position Bicycle Racks for Transit Buses."

Offers should deliver the sealed proposal to:

Potomac and Rappahannock Transportation Commission
 Attn: Anthony Foster
 14700 Potomac Mills Road, 2nd Floor
 Woodbridge, Virginia 22192

II.3 RFP Submission Form

Each Offeror submitting a proposal must complete and include the RFP Submission Form (Attachment A) regarding company identification and ownership disclosures, conflicts of interest, and collusion. The certification on this form must bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

II.4 Conflicts of Interest

This solicitation is subject to the provisions of §§ 2.2-3100, *et seq.*, Va. Code Ann., the “Virginia Conflicts of Interest Act.” No member of the Potomac and Rappahannock Transportation Commission, or any other officer or employee of PRTC, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a Vendor or subcontractor in connection with any bid, or have a personal interest therein as defined by § 2.2-3101, Va. Code Ann.

II.5 Collusion

All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

II.6 Assignment

Neither party shall assign any interest, obligation, or benefit under or in this Contract or transfer any interest in the same, without written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party.

II.7 Ownership

PRTC requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 3% or more in the firm(s) responding to this RFP.

II.8 Confidentiality

PRTC shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts (FOIA) and other relevant law (i.e., Virginia’s Public Procurement Act). Proprietary information

which is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing offerors at any point in time.

No responsibility shall be attached to the PRTC Executive Director or his representative(s) for the premature opening or disclosure of a proposal not properly addressed and identified.

II.9 Delivery Schedule

PRTC anticipates having a phased delivery of bicycle racks due to limited on-site storage capacity in bus garage and a limited number of mechanics to install. For the purposes of this RFP, the proposer should provide a schedule for shipping all 40 bicycle racks in two separate shipments (of roughly 20 racks each) after the Notice to Proceed (NTP) – anticipated by late-August 2007. Each offeror should complete and submit the Estimated Delivery Date form (Attachment E).

II.10 Proposal Format Instructions

PRTC will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

- ❖ Firm Experience and Capabilities
- ❖ Product Design and Construction
- ❖ Projected Life-Cycle Maintenance Obligation and Cost
- ❖ References and Delivery Schedule

These elements parallel the basis of PRTC's proposal evaluation criteria. PRTC is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

PART A

Firm Experience and Capabilities (20 points)

The purpose of this section is to provide PRTC with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in this RFP and/or similar clients in general.

The Offeror should:

1. Summarize the organization structure and size of the company, plus its date of organization and current principal place of business.
2. Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
3. Describe the Offeror's experience with similar projects.

Product Design and Construction (30 points)

The proposal must address in depth the Offeror's plans to meet the requirements of each of the technical specifications outlined in Attachment C of this RFP. In addition, the Offeror should provide three (3) complete copies of the parts and service manual including preventative maintenance schedules.

At a minimum, the Offeror should:

1. State how its product adheres to the technical specifications.
2. List all subcomponents or individual parts that can be individually replaced in the event of damage by material composition type (e.g., stainless steel and/or durable material).
3. Highlight specific product features that can absorb and endure small impacts without compromising its original structural integrity and would not have to be replaced.

Projected Life-Cycle Maintenance Obligation and Cost (30 points)

The purpose of this section is to provide PRTC with a snapshot of potential costs and maintenance obligations beyond its initial bicycle rack purchase.

The Offeror should:

1. Provide a list a recommended spare or replacement parts list which shows the approximate number of parts needed and their respective unit price within a three (3) year timeframe based upon the history of parts supplied to other transit agencies.

References and Schedule of Delivery (20 points)

This section of the Offeror's proposal should:

2. Provide a list of at least three (3) transit agencies under which services similar in scope, size or discipline were performed in the past twelve (12) months. Include dates, project managers, bus maintenance supervisor(s), and telephone numbers.
3. Indicate the scope of services provided to each referenced client.
4. Provide estimated delivery schedule from Notice to Proceed date [anticipated by late-August].
5. If available, the proposal can include any additional information concerning the product.

Part B – Cost Proposal

This element of the Offeror's proposal should include:

1. Prices for forty (40) bicycle racks on - Gillig Phantom (40') buses [5 racks], Orion V (40') 2000 model buses [13 racks] , and Gillig Low Floor (30') buses [22 racks]
2. Pricing for installation kits, freight, delivery, financing charges, and all other costs necessary to fully execute the terms and conditions of the specifications in this solicitation.
3. State product warranty period after initial installation and provisions for including defects in material and workmanship. The proposal should also outline the warranty claim process.

The Offeror should explain and provide details of any conditions which might increase or reduce the cost of the proposed services.

All negotiated prices shall remain valid for a minimum period of ninety (90) calendar days from date of offer or until such time a contract is signed, unless extended in writing.

PRTC is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by PRTC.

SECTION III

SELECTION OF VENDOR

III.1 Approving Authority

The Approving Authority for this RFP is the Potomac and Rappahannock Transportation Commission which has delegated its authority to PRTC Director Alfred H. Harf for procurements under \$50,000 and the authority to approve acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

III.2 Selection Committee

For this RFP, PRTC will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of a firm to the Approving Authority.

III.3 Basis for Award

The Selection Committee will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Committee shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to PRTC, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

III.4 Evaluation Criteria

The Committee will base the initial and final evaluation on the following criteria:

- (20 points) Firm Experience and Capabilities
- (30 points) Product Design and Construction
- (30 points) Projected Life-Cycle Maintenance Obligation and Cost
- (20 points) References and Schedule of Delivery

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

The PRTC Selection Committee may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

After review and evaluation, and based on its sole discretion, PRTC reserves the right to reject any or all proposals received in response to this request and will not compensate offerors for the cost of proposal preparation whether or not an award is consummated.

III.5 Prime Vendor

The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

PRTC also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in PRTC's best interest.

III.6 Contract Development

Once a firm is tentatively selected based on the "Evaluation Criteria," PRTC reserves the right to negotiate further with the selected firm. At the same time, this RFP and the firm's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory contract cannot be negotiated with the highest ranked firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified firm and so on. The Selection Committee will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

III.7 Contingency of the Contract

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary); and
- the successful negotiation of contractual terms agreeable to both parties

Failure to achieve the foregoing will result in no award at this time.

III.8 Standard Contract for Supplies

PRTC expects to enter into its “Standard Contract for Supplies” in a form substantially as attached hereto as Attachment F. Please note that this attachment is a sample contract and it is not a part of the required proposal submittal.

Specific obligations of each party will be specified in the final signed contract.

PRTC will consider contracts proposed by Offerors. Any contract awarded, however, shall be in a form acceptable to PRTC.

Offers are reminded that the proposal will form the basis of the contract negotiations phase between PRTC and the selected firm. Accordingly, the proposal should be written in a concise, forthright manner, and respond in the manner described in Section II of the RFP. PRTC reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.

III.9 Type of Contract

PRTC expects to award a fixed price type of contract or a contract based on fixed rates.

III.10 Purchase Order

A Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter. It will form an integral part of the resulting contract. The Purchase Order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the Purchase Order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract, and any modification thereto.

Services are not to begin until receipt of the Purchase Order by the firm and/or notification by the PRTC Executive Director to proceed.

III.11 Acceptance, Invoicing, Billing Format and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the products are approved as acceptable by the Contract Administrator.

The firm shall submit invoices listing the services performed and completed to the Contract Administrator. The invoice should cite the Purchase Order Number, Contract Number, and date of services or delivery of an end product.

Billing Format

The Vendor shall bill PRTC monthly, at the end of the month, for services provided.

PRTC will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

III.12 Insurance

The successful Offeror will be required to provide evidence of the minimum coverages described within the enclosed "Insurance Checklist" (Attachment B). No contract shall be finalized and no work shall commence until PRTC's insurance requirements are met.

Each Offeror shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist" at the end of this section of the Solicitation. Technical proposals must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":

a. Worker' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

b. General Liability insurance in the amount prescribed by PRTC, to protect the Vendor, its subcontractors, and the interest of PRTC, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.

c. Automobile Liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Vendor. In addition, all mobile equipment used by the Vendor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.

3. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

4. The Vendor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.

5. The Vendor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the PRTC Executive Director before a contract is executed and any work is started.

6. The Vendor will secure and maintain all insurance policies of its subcontractors which shall be made available to PRTC on demand.

7. The Vendor will provide on demand, certified copies of all insurance coverage on behalf of the Contract within ten (10) days of demand by PRTC. These certified copies will be sent to PRTC from the Vendor's insurance agent or representative.

8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the PRTC Executive Director. The Vendor shall furnish a new certificate prior to any change or cancellation date. The failure of the Vendor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the PRC Executive Director.

9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Vendor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, PRTC shall have the absolute right to terminate the Contract without any further obligation to the Vendor, and the Vendor shall be liable to PRTC for the entire

additional cost of procuring the incomplete portion of the Contract at time of termination.

10. Compliance by the Vendor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Vendor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the Contract.

11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude PRTC from supervising and/or inspecting the project as to the end result. The Vendor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.

12. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor and PRTC. The Vendor shall be as fully responsible to PRTC for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

14. The Vendor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.

15. If the Vendor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the PRTC Executive Director, may be considered.

16. PRTC shall be named an additional insured in the General Liability policies and stated so on the Certificate.

III.13 Non-Discrimination Against Faith-Based Organizations

PRTC does not discriminate against faith-based organizations in procuring supplies and services.

**ATTACHMENT A
RFP SUBMISSION FORM**

Opening Date _____ Name of RFP _____
 Opening Time _____ RFP Number _____

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company _____ Contact Person _____
 Address _____ Title _____
 Telephone No. _____
 Remittance Address _____ FAX No. _____
 Email _____

Indicate Which Apply:

Corporation. Partnership Sole Proprietorship Small Business

Disadvantaged Business Enterprise (DBE) Certified by: _____

Organized under the laws of the State of _____ Age of Firm: _____ years
 Principal place of business at _____

Annual gross receipts: Less than \$500,000 More than \$1,000,000
 \$500,000 to \$1,000,000

Following are the names and addresses of all persons having an ownership interest of 3% or more in the company: (Attach more sheets if necessary)

SECTION II - CONFLICTS OF INTEREST

This solicitation is subject to the provisions of §§ 2.2-3100, *et seq.*, Va. Code Ann., the “State and Local Government Conflicts of Interest Act.”

The Offeror **is** [] **is not** [] aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this offer is made without prior understanding, agreement, or in connection with any corporation, firm, or person submitting an offer for the same services, materials, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Invitation for Bid and certify that I am authorized to sign for the Bidder.

Signature _____ Date _____
 Name (Printed) _____ Title _____

**ATTACHMENT B
POTOMAC AND RAPPAHANANOCK TRANSPORTATION COMMISSION
INSURANCE CHECKLIST**

Items marked "X" are required to be provided if award is made to your firm. See specification section entitled "General Insurance Requirements." Contractor's Insurance Agent shall mark a "check" ("Yes" or "No") as to availability of insurance. Note: If you have answered "No" to any of the requirements, provide written explanation on a separate sheet.

		COVERAGE REQUIRED		LIMITS (FIGURES DENOTE MINIMUM)
Yes	No*	Required		
___	___	X	1. Workers' Compensation and Employers' Liability; Admitted in Virginia	1. Statutory Limits of the Commonwealth of Virginia: Yes
___	___		Employer's Liability	\$100,000
___	___		All Sates Endorsement	Statutory
___	___		USL&H Endorsement	Statutory
___	___		Voluntary Compensation	Statutory
___	___	X	2. General Liability	2. \$1,000,000 Combined
___	___		Products	Single Limit Bodily
___	___		Complete Operations	Injury and Property
___	___		Contractual Liability	Damage Each Occurrence
___	___		Personal Injury	
___	___		Independent Contractors	
___	___		XCU Prop. Damage Excl. Deleted	
___	___	X	3. Automobile Liability	3. \$500,000 Combined
___	___		Owned, Hired & Non-Owned	Single Limit Bodily
___	___		Motor Carrier Act End.	Injury and Property
				Damage Each Occurrence
___	___		4. Professional Errors and Omissions	4. \$_____ Limit Each Occurrence
___	___		5. Garage Liability	
___	___		6. Garage keepers' Legal Liability	
___	___		7. Fire Legal Liability	
___	___		8. Other Insurance:	
___	___	X	9. PRTC named as additional insured on General Liability (This coverage is primary to all other coverages PRTC may possess)	
___	___	X	10. 30 day cancellation notice required	
___	___	X	11. Best's Guide Rating - A:VI or Better, or Equivalent	
___	___	X	12. The Certificate must state RFP # and RFP Title	
___	___	X	13. Umbrella Liability	

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this Contract.

_____ OFFEROR

_____ INSURANCE AGENCY

_____ SIGNATURE

_____ SIGNATURE

ATTACHMENT C
TECHNICAL SPECIFICATIONS

BICYCLE RACK COMPONENTS

1. General

- a. It is the intent of this RFP to purchase up to forty (40) two-position modular designed bicycle racks over a two- month period.
- b. The following specifications detail the minimum acceptable requirements for bicycle racks, which will be installed on PRTC transit buses to facilitate the PRTC “Bikes on Buses” program.
- c. Racks provided will be installed by PRTC contracted maintenance staff on 5 Gillig Phantom (40’) buses, 13 Orion V (40’) 2000 model buses, and 22 Gillig Low Floor (30’) buses. All mounting kits shall be specifically designed to attach to these model buses.
- d. A mounting template and any hole saws, drill extensions, or other special tooling required for installation, not common to transit repair shops will be included in sufficient quantities to complete this project.
- e. The bicycle rack system shall be compliant to all state and local rules, laws and regulations in force at the time of manufacturer.
- f. The proposer shall provide with their submitted proposal two (2) copies of product brochures, design specifications, installation drawings, warranty provisions and service/parts manual that will be used to determine compliance with these RFP specifications.
- g. A bicycle is defined, for the purpose of this RFP, as a standard non-motorized two-wheeled model with a wheel diameter of at least 16 inches. Unicycles, tandems, recumbents and tricycles are not considered bicycles.
- h. The successful proposer shall furnish bicycle racks and related equipment as specified herein.

2. Dimensions

- a. The carrier shall accommodate up to two (2) bicycles with a minimum of 16 inch diameter, a maximum of 3 inch wide tires, and up to a 48 inch wheelbase.
- b. Width shall not exceed 35 inches from the front of the bumper surface to the most forward part of the rack, with the rack down in the “user” position.
- c. Height shall not impede “line-of-sight” of the operator, the operation of the windshield wiper, or any other mechanical or safety feature of the coach.
- d. Lifting weight to operate the rack shall not exceed 20 pounds.

3. Design and Construction

- a. All components, except the bicycle frame, shall be interchangeable. This is to include the pivot bushings/pins, carrier, and latching devices, with the exception to mounting hardware that may be specific to bus model.
- b. Racks shall feature rim injected composite wheel trays (or equivalent) to allow for replacement of individual trays without replacing the entire bike rack due to collision, damage or abuse.
- c. All exposed edges shall be smooth, rounded, and true. Exposed surfaces shall be free of blemishes and of a construction design that will not create any pinch or cut zones to the user if used in the intended manner.
- d. The installed assemblage shall not damage a mechanical bus washer during the nightly exterior cleaning process.
- e. Racks shall be able to accommodate all bicycle types as defined in the General portion of these specifications. Racks shall be able to support a minimum of 200 lbs. in the central portion of the rack when in the user position.
- f. The carrier and support/tie-downs shall make contact with the bicycle tires only. No contact shall be made with the handlebars, frame, or pedals of the bicycle. The carrier shall not have loose parts, nor shall it incorporate straps or cords that can flop or catch on passing objects. The support/tie-down shall be of a self-storing design that requires no action of the user to store it and prevent this supportive/tie-down from hitting the coach when the carrier is folded in the stowed position.
- g. The design shall not obstruct the operation, or access to the coach access panels, lights, vents or other coach features by the coach mechanics.

- h. Racks shall be attached to the bus frame without compromising the structural integrity of any portion of the bus structure or the rubber HELP bumper manufactured by Romeo Rim, Inc. All moving parts shall be permanently lubricated.
- i. Swaying and bouncing of the rack, with and without loads, while the coach is in motion, shall be minimal and not cause damage to bicycles, bus, or bike rack fixture.
- j. Bike racks will be mounted on the front of the bus, fold upright when not in use, mount on the front bumper. Each bicycle rack shall be designed to allow independent loading and unloading of a bicycle from either storage position without having to remove the other bicycle.

4. Delivery

- a. All items purchased under the contract shall be delivered complete and ready for immediate installation by PRTC. Delivery shall be F.O.B. destination to:

Potomac and Rappahannock Transportation Commission (PRTC)
14700 Potomac Mills Road
Woodbridge, Virginia 22192

- b. Delivery shall be during normal business hours, 8:00 AM to 4:00 PM, Monday through Friday excluding holidays.
- c. The Vendor shall contact the Contract Administrator at (703) 580-6147 prior to making delivery in order to make final arrangements.

5. Instruction Materials

- a. If available, proposers shall provide a VHS video or DVD that shows average or typical adults, male and female, loading and unloading bicycles from the rack. The video shall also show an average male and female juvenile loading and unloading bicycles from the rack.
- b. If available, proposers shall provide a VHS video or DVD that shows a bus with a fully loaded bicycle rack traveling at least 30 miles per hour simulating a quick braking stop and a bus with an installed bicycle rack being washed in a bus washer.

6. Service Manual and Replacement Parts

The Vendor shall provide three (3) complete copies of parts and service manuals including preventative maintenance schedules. Vendor shall provide updates and service bulletins throughout the useful life of the bike rack. Parts Manuals are to be current at the time of delivery, and price lists shall be provided on separate copy. Parts must be readily available through the Vendor for ten (10) years. Parts shall be available at the subcomponent level without having to purchase a complete new assembly.

7. Safety

The bicycle racks shall be designed to incorporate safety features to protect the owner, user, and the general public. Proposal shall include detailed explanation of all safety features and design limits at time of proposal.

8. Warranty

- a. The bike racks shall be covered by warranty for a period of two (2) years *[or one year with an optional 1 year extension at no cost]* after initial installation. This warranty shall cover all defects in material and workmanship.
- b. Warranty shall also include parts, labor, and replacement costs due to faulty workmanship, premature wear, or defect. Vendor shall provide the warranty claim process in the proposal

ATTACHMENT F
SAMPLE CONTRACT

POTOMAC AND RAPPAHANNOCK
TRANSPORTATION COMMISSION
Supplies Contract



CONTRACT: _____

SUBJECT: _____

Between:

Potomac and Rappahannock Transportation Commission
14700 Potomac Mills Road
Woodbridge, VA 22192

And the Contractor:

This Contract is entered into this ____ day of _____, _____, by and between the Potomac and Rappahannock Transportation Commission, or its authorized agents, and the Contractor identified above for supplies and services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Virginia Public Procurement Act, § 2.2-4300, Va. Code Ann., which is incorporated herein by reference.

SECTION I

SPECIAL PROVISIONS

I.1 Definitions

“Potomac and Rappahannock Transportation Commission” or “PRTC” shall mean the Potomac and Rappahannock Transportation Commission authorized by the Virginia Public Procurement Act or other law to enter into Contracts.

“Contract Administrator” assigned to administer this Contract for PRTC is _____.

“Contractor” shall mean:

whose authorized representative is _____, _____, who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Term

The term for this Contract shall be for _____ year(s), effective _____ . PRTC shall have the option to renew the Contract for _____ additional _____ year periods, contingent upon availability of funds for the purpose and the needs of PRTC. The option to renew shall be exercised at the sole discretion of PRTC.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor’s Bid Response dated _____
2. PRTC’s Solicitation number _____ entitled “_____,” and dated _____.

In the event of an inconsistency between the above referenced documents, the inconsistency shall be resolved by giving precedence to the following: _____ . This Contract shall take precedence over all the documents referenced above.

I.4 Provision of Supplies and Services

The Contractor hereby agrees to provide to PRTC the supplies and services specified in Attachment B entitled “_____,” at the _____ specified in Attachment B, and in accordance with Attachment A entitled “_____”.

I.5 Schedule of Completion

The supplies shall be delivered within _____ from date of Notice to Proceed which shall be issued by the Contract Administrator. The Notice to Proceed shall not be issued prior to the issuance of a Purchase Order.

I.6 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.7 Warranties

The Contractor warrants that (1) the supplies to be provided to PRTC pursuant to this agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to PRTC pursuant to this agreement conform to the standards required by this Contract.

I.8 Inspection and Acceptance

All work shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the services are approved as acceptable by the Contract Administrator. In the event of rejection of any deliverable, the Contractor shall be notified and shall have _____ from date of issuance of notification to correct the deficiencies and resubmit the deliverable.

I.9 Insurance

The Contractor shall maintain insurance in an amount and form as set forth in _____.

1.10 Hold Harmless

The Contractor agrees to indemnify and hold harmless PRTC, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries and personal injuries to the public, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor,

including its agents, subcontractors, employees and volunteers, in connection with work under this Contract.

I.11 Hazardous Products

Where applicable, the Contractor shall comply with all of the requirements of the Virginia Occupational Safety and Health Administration Hazard Communication Standard (1910.1200). Specifically, the Contractor or supplies shall ensure that all products purchased by PRC are properly labeled and that Material Safety Data Sheets (MSDS) are provided for those products classified as “hazardous” by the Virginia Occupational Safety and Health Administration.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of PRTC.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Executive Director of the Potomac and Rappahannock Transportation Commission shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a “Change Order.” Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from PRTC that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within _____ of receipt of a change order, unless such time period is extended in writing, or unless the Executive Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless PRTC is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts Over \$10,000

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

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

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts Over \$10,000

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 violations 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 over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.

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 in accordance with this chapter, 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 this Contract.

II.5 Claims/Disputes

Contractual Disputes and Claims: In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the Contractor under this Contract. Section 2.2-4365, VA Code Ann. is not applicable to this Contract. Under no circumstances is this Section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. because Section 2.2-4365, VA Code Ann. is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence or the event giving rise to the claim or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within thirty (30) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regard to the claim with the Executive Director of PRTC within thirty (30) days of the decision of the Contract Administrator. The Executive Director of PRTC shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of its decision to the Contractor within thirty (30) days of the receipt of the claim from the Contractor. The decision of the Executive Director of PRTC shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the work under this Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this disputes and claim resolution procedure set forth in this Section shall be a precondition of the filing of any lawsuit by the Contractor against the Commission arising out of the Contract.

II.6 Termination for Convenience of the Potomac and Rappahannock Transportation Commission

The parties agree that PRTC may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the PRTC Executive Director shall determine that such termination is in the best interests of PRTC.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the PRTC Executive Director or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the PRTC Executive Director; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the PRTC Executive Director.

PRTC shall pay reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, PRTC shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - a. cost of work performed or supplies delivered;
 - b. the cost of settling and paying any reasonable claims as provided in subparagraph (4) above;
 - c. a sum as profit on (a) determined by the PRTC Executive Director to be fair and reasonable.
2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided. In the event that the Contractor is not

satisfied with any payments, which the Executive Director shall determine to be due under this clause, the Contractor may appeal any claim in accordance with the “Claims and Disputes” clause of this contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from PRTC whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Examination of Records

The Contractor agrees that PRTC, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that PRTC or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term “subcontract” as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.9 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then PRTC may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, PRTC shall be liable only for payments due through the date of termination.

II.10 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by PRTC for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from PRTC attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify PRTC and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from PRTC for work performed by a subcontractor under the Contract, except for amounts withheld under subsection 1.b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed as an obligation by PRTC. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2 and 3 of this section with respect to each lower-tier subcontractor.

II.11 Liability for Loss or Damage

The Contractor shall be liable for any loss of, or damage to, PRTC property caused by the negligence, wanton or willful misconduct of the Contractor, his agents, servants and employees, and shall indemnify and save PRTC harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to, or death of, any person, or damage to property other than PRTC property, resulting from the performance of the Contract. The Contractor shall submit to the PRTC Executive Director within 24 hours following the occurrence of such damage, loss or injury, a full written report.

II.12 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, Va. Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.13 Governing Law

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia.

II.14 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto.



