



Addendum No. 2

DATE: March 29, 2024

Reference:	RFP# 01-000-24-0002
Description:	Marketing and Communications Consultant
RFP Issue Date:	3/19/2024
Proposal Due:	<u>4/26/2024 (by 2:00 PM EST)</u>

TO ALL OFFERORS:

This Addendum No. 2 amends the following RFP Documents:

1. RFP Cover Page;
2. Instructions to Offerors;
3. Form K (Fee Schedule); and
4. Exhibit A to Contract (Acronyms and Definitions).

Please note that only RFP Documents modified by this Addendum No. 2 are provided. Redline versions of the documents listed above indicate the changes that have been made.

NOTE: Offerors must acknowledge receipt of this Addendum in writing using Form A (VPRA Procurement Form PD 02) at time of proposal submittal.

Very truly yours,

DocuSigned by:

Slade Greenway

107DE7856E8A41B...

Slade Greenway
Buyer



REQUEST FOR PROPOSALS (RFP)

RFP Number: 01-000-24-0002

ISSUE DATE:	March 19, 2024
ISSUING AND USING AUTHORITY:	Virginia Passenger Rail Authority (VPRA)
SERVICES PROCURED:	Marketing and Communications Consultant
DESCRIPTION:	Amtrak Virginia Agency of Record providing Marketing and Communications Support
TERM/PERFORMANCE PERIOD:	Initial contract shall be for three (3) years, renewable for two (2) successive one (1) year renewals
DUE DATE:	Proposals will be received until 2:00 PM, April 2618, 2024
ACCESS TO SOLICITATION:	This solicitation and any addenda are publicly posted and may be accessed at any time at: https://vpassengerrailauthority.org/procurement/current_rfps/ proposals@vp.ra.virginia.gov
SUBMIT PROPOSALS TO:	

*******NOTICE*******

VPRA is requesting proposals from marketing and communications consulting firms to provide services in support of the Amtrak Virginia Agency of Record. All requests for information and questions regarding this procurement should be directed to: Slade Greenway, slade.greenway@vp.ra.virginia.gov. Questions concerning this RFP must be received via email no later than: **April 12~~4~~, 2024 @ 5:00PM**. All email communications shall contain "RFP 1-000-24-0002" in the subject line followed by the Offeror's name.

Proposals must be received electronically by VPRA's office of procurement on or before the date and time designated on this solicitation. Hard-copy and facsimile submissions will not be accepted in lieu of electronic submissions. Offerors are responsible for the timely delivery of their proposal. Proposals received after the official date and time will be rejected. The official date and time used in receipt of responses is the timestamp associated when emails are received at proposals@vp.ra.virginia.gov

INSTRUCTIONS TO OFFERORS

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APPENDICES

APPENDIX 1 DEFINITIONS

FORMS

A	OFFEROR INFORMATION AND ACKNOWLEDGEMENT (FORM PD 02)
B	OFFEROR QUESTIONS/REQUESTS FOR CLARIFICATION FORM (FORM PD 22)
C	SMALL AND DIVERSE BUSINESS SUBCONTRACTING PLAN (FORM PD 60)
D	DBE UTILIZATION PLAN (FORM PD 50B)
E	MONTHLY SMALL AND DIVERSE BUSINESS SUBCONTRACTING UTILIZATION REPORT (FORM PD 61)
F	MONTHLY DBE PARTICIPATION REPORT (FORM PD 51)
G	PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA (FORM PD 44)
H	PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION (FORM PD 25)
I	KEY PERSONNEL DESIGNATIONS
J	EXCEPTIONS TO RFP DOCUMENTS (FORM PD 20)
K	FEE SCHEDULE

EXHIBITS

- EXHIBIT 1 SCOPE OF WORK
- EXHIBIT 2 GENERAL TERMS AND CONDITIONS (FORM PD 100)
- EXHIBIT 3 INSURANCE REQUIREMENTS
- EXHIBIT 4 CONTRACT FOR CONSULTANT SERVICES (FORM PD 04)

1.0 DEFINITIONS

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings set forth in Appendix 1.

2.0 INTRODUCTION

- 2.1 VPRA is seeking a single Consultant (Offeror) to serve as VPRA's Amtrak Virginia creative agency of record and paid media agency of record to work with VPRA's Operations Department for strategy and execution of integrated marketing programs. The statement of needs will be divided into three major components: 1. Paid Advertising Campaigns, 2. Paid Sponsorship and Strategic Partnerships, and 3. Social Media and Website Management.

- 2.2 General activities include the development and execution of VPRA's promotion and marketing of intercity passenger rail services; the production of informative public events, materials, and resources; and the promotion of rail as a transportation choice. Travel may be required for specific projects/events.

- 2.3 VPRA estimates the annual budget for these services to be approximately \$350,000 for Paid Advertising Campaigns (Task One) and \$100,000 for Paid Sponsorships and Strategic Partnerships (Task Two). These estimates include all project labor and direct costs for these tasks. Examples of direct costs are approved travel, materials, art, photography, printing, films, talent payments, recording sessions, TV and radio production charges, video tapes, studio functions and media placements.

- ~~2.3~~2.4 This is a single step, Best Value procurement. One award will be made by VPRA in connection with this solicitation.

3.0 RFP DOCUMENTS

- 3.1 The documents included within this RFP shall consist of the RFP cover page, these Instructions to Offerors, as well as any appendices, form, exhibits, and addenda (collectively, the "RFP Documents").
- 3.2 Hard copies of the RFP Documents will be available upon request. If there is any conflict between the electronic format and hard copy of any RFP Documents, the hard copy on file shall control.
- 3.3 Offerors shall not take advantage of any actual or potential error in the RFP Documents. Offerors shall identify any potential errors in writing to VPRA's point of contact specified in Section 9. If VPRA determines that the RFP Documents contain an ambiguity, conflict, error, omission, or mistake, VPRA reserves the right to modify the RFP Documents to correct the ambiguity, conflict, error, omission, or mistake.

4.0 LEGAL AUTHORITY

- 4.1 VPRA was created by the Virginia General Assembly on July 1, 2020, pursuant to Va. Code § 33.2-287, *et seq.*, and established as "a body corporate and political subdivision of the Commonwealth..." Pursuant to its enabling legislation, VPRA administers all capital expansion projects, infrastructure, and land acquisitions related to the Transforming Rail in Virginia Program, which initiative will double Amtrak state-supported service and substantially increase Virginia Railway Express ("VRE") service in Virginia over the next decade.
- 4.2 VPRA undertakes its procurements in accordance with the *Virginia Passenger Rail Authority Procurement Rules* dated May 23, 2022 ("Procurement Rules"). Offerors shall

read and familiarize themselves with the Procurement Rules and the submittal of a Proposal shall constitute acceptance of the Procurement Rules for purposes of this procurement. Offerors may access a copy of the Procurement Rules on VPRA's website at <https://vapassengerrailauthority.org/procurement/>.

4.3 VPRA is exempt from the requirements of the Virginia Public Procurement Act ("VPPA") (Va. Code § 2.2-4300 *et seq.*) and this procurement is not subject to or otherwise governed by the VPPA. Notwithstanding the foregoing, in accordance with Va. Code § 33.2-299.1, VPRA procures professional services consistent with the terms of Va. Code §§ 2.2-4302.2, -4303.1, and -4303.2.

5.0 STATEMENT OF NEEDS

5.1 A detailed description of the statement of needs for this RFP is set forth in Exhibit 1 (Scope of Work). Offerors are expected to thoroughly review this material before submitting a Proposal.

6.0 PROCUREMENT SCHEDULE

6.1 Below is VPRA's planned schedule for this procurement. VPRA reserves the right to amend these dates in its sole discretion.

Event/Milestone	Date/Date Range
Release of RFP	3/19/2024
Questions/Requests for Clarifications Due	4/12 04 /2024
Proposal Due Date	4/26 18 /2024
Interviews	May 2024
Notice of Intent to Award Issued	May 2024
Negotiations	June 2024
Contract Award	6/30/2024

7.0 SINGLE POINT OF CONTACT

7.1 VPRA's sole point of contact ("POC") for matters related to this procurement is:

Slade Greenway, Buyer
919 E. Main Street, Suite 2400
Richmond, VA 23219
procurement@vpra.virginia.gov

7.2 All communications regarding the procurement shall be directed to the POC by email transmittal to the address specified in Section 7.1. Written communications to VPRA's POC from Offerors shall contain "RFP 01-000-24-0002" in the subject line followed by the Offeror's name.

- 7.3 VPRA disclaims the accuracy of information derived from any source other than VPRA's POC, and the use of any such information is at the sole risk of the Offeror. Only written communications received from the POC or its designee may be relied on throughout this procurement. VPRA is not responsible for oral communications or other communications that occur outside the communications protocol established by this RFP.
- 7.4 VPRA may, in its sole discretion, waive or modify the provisions of this Section 7.0 wherever deemed prudent to the efficient administration of the procurement.

8.0 OFFEROR'S DESIGNATED CONTACT

- 8.1 Offeror's Designated Contact, who shall be the single point of contact for each Offeror, shall be the individual designated in Form A. Offerors may change the Designated Contact by written communication to VPRA's POC.

9.0 RULES OF CONTACT

- 9.1 As of the date of issuance of this RFP, no Offeror shall contact any employee or representative of VPRA concerning this RFP or the Project, including members of VPRA's Board of Directors, except for the POC as specifically permitted in this RFP. This prohibition does not apply to discussions with VPRA not related to this RFP or the Project.
- 9.2 The following entities are considered "representatives" of VPRA during this procurement and may not be contacted by any means whatsoever concerning this RFP or the Project:
- (a) Pulsar Marketing, LLC; and
 - (b) Amtrak.

10.0 INELIGIBLE FIRMS

- 10.1 The below listed firms are not eligible to participate in this procurement as an Offeror or sub-offeror.
- (a) Kimley-Horn and Associates, Inc.
- 10.2 VPRA made this determination in accordance with its Organizational Conflict of Interest Policy. If any firm listed above desires to appeal this determination of its ineligibility, such appeal must be made accordance with the procedures set forth in Section 2.6 of the Organizational Conflict of Interest Policy. In VPRA's discretion, exceptions may be granted on the grounds provided in the Organizational Conflict of Interest Policy. VPRA's reconsideration determination will be in writing.

11.0 QUESTIONS/REQUESTS FOR CLARIFICATION FROM OFFERORS

- 11.1 All questions and requests for clarification regarding this RFP shall be submitted to VPRA's POC via electronic mail using Form B, which Offerors shall submit in Microsoft Word format. No requests for additional information, clarification or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**
- 11.2 Offerors shall not provide information that discloses the Offeror's identity in the body of the question or request for clarification. All questions or requests for clarification must be submitted by **5:00PM, April 12, 2024**. Questions or clarifications requested after such time will not be answered, unless VPRA elects, in its sole discretion, to do so.
- 11.3 VPRA will post responses to the questions/requests for clarification received and answered on VPRA's website at <https://vapassengerrailauthority.org/procurement/currentrfps/>.

Upon submission of a Proposal, Offerors will be required to affirm receipt of all questions/clarification requests and responses using Form A.

12.0 REQUESTS FOR CLARIFICATION FROM VPRA

12.1 VPRA may at any time issue one or more requests for clarification to the individual Offerors, request additional information from an Offeror, or may request an Offeror verify or certify any aspect of its Proposal. Any requests for clarification from VPRA shall be in writing to Offeror's Designated Contact. Offerors shall respond to any such requests within the time stated in the request from VPRA. Upon receipt of requested clarifications and additional information as described above, if any, VPRA may re-evaluate the Proposals to factor in the clarifications and additional information.

13.0 ADDENDA

13.1 VPRA may amend the RFP from time to time in its sole discretion. Any such amendments shall be incorporated in the RFP through an addendum. Addenda to the RFP, if any, will be posted on VPRA's website at <https://vapassengerrailauthority.org/procurement/currentrfps/>

13.2 Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued addendum. VPRA will not be bound by any oral communications, or written interpretations or clarifications that are not set forth in an addendum.

13.3 Upon submission of a Proposal, Offerors will be required to affirm receipt of all issued addenda on Form A.

14.0 SMALL, DIVERSE, AND DISADVANTAGED BUSINESS PARTICIPATION

14.1 It is the policy of VPRA that firms certified as a small and diverse businesses by the Department of Small Business and Supplier Diversity ("DSBSD") (i.e., SWaM Businesses) and those certified as a Disadvantaged Business Enterprise ("DBE") by either DSBSD or the Metropolitan Washington Airports Authority ("MWAA") have an equal opportunity to participate in VPRA procurements.

14.2 No SWaM or DBE contract goals are included within this solicitation. However, Offerors must ensure that DSBSD-certified SWaMs and DSBSD/MWAA-certified DBEs have a meaningful chance to compete for and perform Work on the Project. Offerors should take all necessary and reasonable steps for this assurance.

14.3 Wherever feasible, the successful Offeror(s) should seek to maximize the use of SWaMs and DBEs for as much of the Work as possible throughout the lifetime of the Contract. A directory of DSBSD-certified small businesses and DSBSD/MWAA-certified DBEs is available online at: <https://directory.sbsd.virginia.gov/#/executiveExport>. Offerors are encouraged to consider assisting small, diverse, and/or disadvantaged businesses in obtaining certification wherever eligible.

14.4 Additional details regarding SWaM and DBE submittal requirements are set forth in Section 17.3. Any agreement between an Offeror and a SWaM or DBE whereby the SWaM or DBE agrees not to provide quotations for performance of work to other Offerors is prohibited.

15.0 PRE-SUBMITTAL OBLIGATIONS

- 15.1 Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to such documents, and all conditions that may in any way affect its Proposal or the performance of the work on the Contract, including but not limited to:
- (a) examining and carefully studying the RFP Documents, including any addenda and other information or data identified in the RFP Documents;
 - (b) evaluating their organizational capacity to fulfill the requirements of the RFP in a timely and professional manner;
 - (c) addressing all potential issues and/or impacts involving third parties and ensuring all such issues and/or impacts have been included in the Offeror's Proposal;
 - (d) becoming familiar with and satisfying itself as to all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Contract;
 - (e) determining that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Contract; and
 - (f) notifying VPRA in writing, in accordance with the processes set forth in Section 7.0, of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents which require correction and/or clarification.
- 15.2 Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by VPRA.

16.0 DESIGNATION OF CONFIDENTIAL INFORMATION

- 16.1 All Proposals submitted to VPRA become the property of VPRA and are subject to the disclosure requirements of the Virginia Freedom of Information Act ("VFOIA") (Va. Code § 2.2-3700 *et seq.*). Offerors are advised to familiarize themselves with the provisions of VFOIA to ensure that documents identified as confidential will not be subject to disclosure under VFOIA. In no event shall the Commonwealth or VPRA be liable to an Offeror for the disclosure of all or a portion of a Proposal submitted pursuant to this request.
- 16.2 If an Offeror has special concerns about information that it desires to make available to VPRA but that it believes constitutes a trade secret, proprietary information, or other confidential information exempted from disclosure, such Offeror should specifically and conspicuously designate that information as such in its Proposal and state in writing why protection of that information is needed in accordance with Form H.
- 16.3 Blanket designations that do not identify the specific information shall not be acceptable and may be cause for VPRA to treat the entire Proposal as public information. Nothing contained in this provision shall modify or amend requirements and obligations imposed on VPRA by applicable law, and the applicable law(s) shall control in the event of a conflict between the procedures described above and any applicable law(s).
- 16.4 In the event VPRA receives a request for public disclosure of all or any portion of a Proposal identified as confidential, VPRA will attempt to notify the Offeror of the request, providing an opportunity for such Offeror to assert, in writing, claimed exemptions under the VFOIA or other Commonwealth law. VPRA will come to its own determination whether or not the

requested materials are exempt from disclosure. In the event VPRA elects to disclose the requested materials, it will provide the Offeror advance notice of its intent to disclose.

17.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

17.1 *General Requirements*

- (a) Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in VPRA requiring prompt submission of missing information and/or giving a lowered evaluation of the Proposal. Proposals that are substantially incomplete or lack key information may be rejected by VPRA at its discretion. Offerors must use VPRA -issued forms when submitting their Proposal. Alteration or omission of any form may result in a Proposal being deemed non-responsive.
- (b) Proposals should be as thorough and detailed as possible so that VPRA may properly evaluate the Offeror's capabilities to provide the required services.
- (c) Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the Proposal should be numbered. The Proposal should contain a table of contents which cross-references the RFP requirements. Information the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the Proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the Evaluation Team is unable to find where the RFP requirements are specifically addressed.
- (d) Proposals should be prepared simply and economically, providing straightforward concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are not required and will not be utilized in the evaluation of the Proposal. VPRA wants to remind Offerors to be mindful about size limits when sending electronic Proposals to proposals@vpra.virginia.gov. VPRA can accept files up to 150 MB in size. If the response exceeds 150 MB, it is recommended that the file(s) be compressed and sent as an attachment, zip file, if possible. VPRA will only accept a downloadable link if the response cannot be compressed.
- (e) As used in this RFP, the terms "must," "shall," "should," and "may" identify the degree to which requirements are critical. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labelled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's Proposal. Once the Offeror and VPRA have entered into the Contract, the terms "must," "shall," "should," and "may" where used in those portions of the RFP incorporated into the Contract shall have their ordinary meaning.

17.2 *Specific Requirements*

- (a) To be considered for selection, Offerors must submit a complete written response to this RFP to: proposals@vpra.virginia.gov.

- (b) Proposals must be received by **2:00 PM, April ~~26~~¹⁸th, 2024**.
- (c) Text shall be in English in a standard font, a minimum of 12 points, single-spaced. Proposals are limited to a maximum of 25 single-sided, numbered pages, excluding a cover letter, required forms, covers, sub-tabs, dividers, table of contents, and Key Personnel resumes. Resumes should be limited to two (2) pages in length. Offerors may submit an appendix with samples of the Offeror's work. This appendix will be excluded from Proposal page limits.
- (d) Proposals shall be presented on 8 ½" x 11" paper; however, pages with organizational charts, matrices, or diagrams may be presented on 11" x 17" paper. Type size shall be no smaller than 12-point for narrative sections, but may be reduced for captions, footnotes, etc., while maintaining legibility.

17.3 *Required Submittals*

Offerors are required to submit the below listed items for their Proposal to be considered complete.

TAB 1: General (non-scoring)

The Offeror shall include the following documents as part of its submittal requirements under this tab:

1. Form A (Offeror Information and Acknowledgement);
2. Form G (Proof of Authority to Transact Business in Virginia) (include additional forms for any sub-Offerors); ~~and~~
3. Form H (Disclosure of Proprietary/Confidential Information), if applicable; ~~and-~~
- ~~3.4.~~ Form J (Exceptions to RFP Documents).

TAB 2: Qualifications and Experience of Firm

[10 page maximum]

The Offeror must describe the skills and qualifications it has available to perform the work described in Exhibit 1 (Scope of Work). The Offeror shall provide the following information concerning its company and sub-offerors:

1. Expertise and experience of the firm relative to the tasks described in Exhibit 1 (Scope of Work).
2. A detailed statement indicating the project team that will be assigned to support VPRA. If more than one firm is involved in the Project, state the percentage of work to be performed by each. Include a comprehensive organizational chart.
3. At least three and no more than five (5) projects-on which the Offeror or sub-Offeror have worked on that are similar in scope and character to the Project. Projects shall have been completed in the last 5 years. Projects shall include client contact name, address, telephone number; project description, scope of services provided, level of completion of the project; small, diverse, or disadvantaged business percentage (original commitment and final achieved); and project dollar value.

Additionally, the Offeror shall identify Key Personnel with the qualifications and experience necessary to ensure efficient administration and successful completion of the Project. Offerors shall submit Form I containing the identity of the individuals proposed to fill the Key Personnel positions identified in the table below. Offerors shall also submit a resume for each Key Personnel. Resumes shall include three (3) references for each Key Personnel.

Key Personnel	Requirements and Preferred Qualifications
Project Manager	<ul style="list-style-type: none"> • Proven experience in project management, with a strong track record of delivering projects on time and within budget. • Expertise in digital marketing, including paid advertising, social media marketing, and content creation. • Experience working with a variety of marketing channels, including traditional media, sponsorships, and influencer marketing. • Excellent communication, interpersonal, and organizational skills. • The ability to manage multiple tasks simultaneously and prioritize effectively. • A strong understanding of the travel and tourism industry.
Contract Manager	<ul style="list-style-type: none"> • Proven Project Management Skills: A minimum of 5 years' experience preferred delivering projects on time and within budget. • Digital Marketing Expertise: In-depth knowledge of paid advertising, social media marketing, and content creation strategies. • Multi-Channel Marketing Experience: Experience working with a variety of marketing channels, including traditional media, sponsorships, and influencer marketing. • Communication & Interpersonal Skills: Excellent written and verbal communication skills to collaborate effectively with internal and external teams. • Organizational Prowess: The ability to manage multiple projects simultaneously while prioritizing tasks efficiently. • Travel & Tourism Industry Understanding: A strong understanding of the travel and tourism industry landscape is a plus. <p>Preferred Qualifications:</p> <ul style="list-style-type: none"> • Experience working with rail transportation marketing. • Knowledge of the Virginia travel market.

TAB 3: Methodology / Approach for Providing Services [10 page maximum]

The Offeror must provide a detailed description of its understanding of the Project requirements, with descriptions of the approach and procedures Offeror has successfully employed on similar projects elsewhere. For example, describe your communication schedule and frequency between your team and VPRA's team to preview and revise media campaigns to meet launch dates.

Additional required elements shall include:

1. A description of the project management procedures the Offeror will follow, including processes and procedures for meeting schedules and budgets.
2. A description of other services or specialties that may distinguish the ability of the Offeror to successfully deliver the Project.

Where applicable, the Offeror may identify and describe any relevant support services that will be available to VPRA relevant to the various types of tasks described in Exhibit 1 (Scope of Work).

TAB 4: Organizational Capacity [5 page maximum]

The Offeror shall describe its human and financial resources and discuss any issues which might positively or negatively impact its ability to fulfill the Project requirements. Additional required elements shall include the following:

1. A description of organizational capacity to fulfill the Project requirements.
2. Discuss the availability of the Key Personnel and percent availability for the Project. Offerors shall guarantee that Key Personnel identified will be available for the duration of the Project.
3. Disclosure of the location of Offeror's headquarters and primary office from where the Project work will be performed. Offeror's physical location within proximity of Virginia will receive an award of 5 points out of the 25 points. VPRA prefers Marketing Consultants that are within the region to better facilitate effective communication and allow for more frequent in-person collaboration.

-TAB 5: Fee Proposal

- ~~4.~~ The Offeror shall identify all proposed Key Personnel and other staff positions consistent with the requirements set forth in Exhibit 1 (Scope of Work) and provide the proposed Fully-Loaded Hourly Wage Rates for each along with the proposed Annual Percentage Rate increase using Form K. Final pricing/rates will be addressed in the negotiation phase.

- ~~1.~~ ~~Other pre-approved direct costs will be reimbursed at actual costs. Examples of direct costs are approved travel, materials, art, photography, printing, films, talent payments, recording sessions, TV and radio production charges, video tapes, studio functions and media placements.~~

~~3. VPRA estimates the annual budget for these services to be approximately \$100,000 for Paid Sponsorships and Strategic Partnerships and \$350,000 for Paid Advertising Campaigns. These estimates include all direct costs. Please ensure that the proposal amount reflects the cost of all time and materials, including upfront media buys, sponsorships, and out of pocket expenses it will take to complete the requirements of this RFP.~~

TAB 6: Small, Diverse, and Disadvantaged Business Participation

The Offeror shall submit the following:

1. A completed Form C (Small and Diverse Business Subcontracting Plan; VPRA Form PD 60) detailing Offeror's Small and Diverse Business Subcontracting Plan for the Work; and
2. A completed Form D (DBE Utilization Plan; VPRA Form PD 50B) detailing Offeror's plan to use DSBSD/MWAA-certified DBEs for the Work.

As further addressed in Section 189, Offerors will be scored exclusively on Section B of their Small and Diverse Business Subcontracting Plan (Form C), which details their small/small diverse business commitments for the Project. DBEs will not count toward an Offeror's score unless the DBE is also certified as a small business by DSBSD and listed within Section B of Form C. Firms not certified as a small business by DSBSD but holding other SWaM certifications or other status with DSBSD (e.g., women-owned business, minority-owned business) will also not count towards an Offeror's score but should be listed in Section C of Form C.

Each Offeror is responsible for independently verifying the certification status of firms that it includes within its Small and Diverse Business Subcontracting Plan (Form C) and DBE Utilization Plan (Form D). Deductions in scoring may be made by the Evaluation Team where an Offeror has included a firm within Section B of Form C that is not properly certified by DSBSD at time of Proposal submittal. Alternatively, the Evaluation Team, in its sole election, may elect to award zero points in those circumstances.

If awarded the Contract, an Offeror's approved Small and Diverse Business Subcontracting Plan and approved DBE Utilization Plan become part of the Contract Documents and are to be construed as material to the Contract. Consultant will be required to report small, diverse, and/or disadvantaged business utilization to VPRA on a monthly basis using Forms E and F, as applicable.

During the performance of the Contract, VPRA may allow amendments to the Small and Diverse Business Subcontracting Plan and/or DBE Utilization Plan where the modification to the plan will have the effect of increasing overall participation by SWaMs and/or DBEs on the Project or where the Consultant is able to evidence that a SWaM and/or DBE subcontractor has been terminated for cause, is unable or unwilling to perform the work, or has been decertified.

18.0 EVALUATION AND SCORING

- 18.1 Immediately following the due date for Proposals, the Director of Procurement (or his designee) shall distribute the Proposals to the Evaluation Team. Proposals determined to be responsive to the RFP will be evaluated and scored in accordance with Section 18.
- 18.2 The Offeror's Proposal will be assigned points as follows:

Category	Total Points Available
<i>Qualifications and Experience of Offeror (Tab 2)</i>	30 points
<i>Methodology/Approach for Providing Services (Tab 3)</i>	25 points
<i>Organizational Capacity (Tab 4)</i>	25 points
<i>Fee Proposal (Tab 5)</i>	10 points
<i>Small/Small and Diverse Business Participation (Tab 6)</i>	10 points
Total	100 points

18.3 In ascribing points, the Evaluation Team will utilize the following Evaluation Criteria:

Category	Evaluation Criteria
<i>Qualifications and Experience of Offeror (Tab 2)</i>	The extent to which Offeror shows that it has successfully performed similar prior work that demonstrates its qualifications and ability to successfully fulfill the Project requirements; the extent to which Offeror's Key Personnel have the background and experience to be successful at delivering a quality Project.
<i>Methodology/Approach for Providing Services (Tab 3)</i>	The extent to which Offeror demonstrates a comprehensive understanding of the Project, with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by subcontractors to ensure timely project delivery. The Offeror may identify and describe any relevant support services that will be available to VPRA relevant to the various types of tasks described in Exhibit 1 (Scope of Work).
<i>Organizational Capacity (Tab 4)</i>	The Offeror's ability to timely perform the work given its current resources and other project demands.
<i>Fee Proposal (Tab 5)</i>	Offeror's ability to deliver services effectively and efficiently in relation to market rates and other Offeror's

	proposals; fees are reasonable and appropriate.
<i>Small/Small and Diverse Business Participation (Tab 6)</i>	<p>VPRA will award points for small/small and diverse business participation based on a formula that awards the maximum number of points available to the Offeror that commits to use the highest percentage of small or small and diverse businesses on the Project (Section B of Form C). The number of points awarded to each Offeror is as follows:</p> <p style="text-align: center;">$10 \times (\text{Offeror's \% Commitment} / \text{Highest \% Committed})$.</p> <p>Note: Where an Offeror is a DSBSD-certified small business, they will be awarded all 10 points provided they are self-performing 100% of the Work.</p>

- 18.4 Except for Small/Small Diverse Business Participation, members of the Evaluation Team will score proposals individually, which, in turn, will be aggregated into a consensus score for each criteria. The Evaluation Team is at liberty to consider all information contained within an Offeror's Proposal, as well as Offeror's presentation and responses to questions in any informal interviews, if held.
- 18.5 The consensus scores will be added to the Small/Small Diverse Business Participation score to yield an Offeror's overall score. The Offeror with the highest overall score will be deemed to be the top ranked Offeror, subject to any adjustments in scoring as may be made by the Evaluation Team following the informal interviews described in Section 19.

19.0 DISCUSSIONS; INFORMAL INTERVIEWS

- 19.1 Upon completion of the initial scoring, VPRA will engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable on the basis of their Proposal and with emphasis on competence to provide the required services. These informal interviews, which may be repetitive in nature, may include each such Offeror giving an oral presentation of its Proposal.
- 19.2 Informal interviews shall not be used to fill in missing or incomplete information that was required in the Proposal and instead are designed to provide an opportunity for selected Offerors to clarify or elaborate on the corresponding Proposal and to expound upon their qualifications or staff expertise pertinent to the Project. The informal interviews are a fact finding/explanation session only and do not include negotiation.
- 19.3 VPRA will not explicitly evaluate the interviews as a standalone element of the Proposal; however, the interviews may be considered by the Evaluation Team when evaluating and scoring the Proposals.
- 19.4 If selected for an informal interview, VPRA will provide the Offeror with the date and time to appear. Whenever feasible, VPRA will, in its sole discretion, accommodate any request by an Offeror to modify the date and/or time established for their informal interview.

19.5 At the conclusion of discussions outlined in this Section 19, VPRA shall select in the order of preference, two or more Offerors whose qualifications ~~and fees and proposed services~~ are deemed most meritorious as determined by the Evaluation Team's final evaluation.

20.0 NOTIFICATION TO OFFERORS

20.1 ~~Based on the results of final scoring~~~~At the conclusion of the evaluation process described in this RFP~~, VPRA will advise Offerors as to the status of their Proposal and provide a Notice of Intent to Award to the top ranked Offeror for the Project.

21.0 ADDITIONAL SUBMITTALS

21.1 Within ten (10) Business Days of receipt of the Notice of Intent to Award, the top ranked Offeror shall provide the information and materials stated in this section to VPRA. Provision of these materials and approval thereof by VPRA is a condition precedent to execution of the Contract. Failure to provide these materials and receive approval from VPRA shall constitute a failure on the part of the Offeror to execute the Contract.

21.2 The top ranked Offeror shall provide the following:

- (a) evidence of insurance as specified in Exhibit 3. This document may take the form of a letter from an insurance carrier(s) that it will issue the insurance policies required by the Contract upon execution of the Contract; and
- (b) Such additional information as may be designated by VPRA within the Notice of Intent to Award.

21.022.0 NEGOTIATION AND AWARD OF THE CONTRACT

~~21.1~~22.1 After receipt and evaluation of all Proposals, VPRA will conduct negotiations with the Offeror(s) deemed to be fully qualified and best suited among those submitting Proposals (i.e., the top ranked Offeror), including the negotiation of any terms and conditions proposed by VPRA to which the selected Offeror objected to within Form J.

21.222.2 Offerors acknowledge that certain terms and conditions are not subject to negotiation or waiver by VPRA, including terms and conditions required by (a) VPRA's third party agreements, (b) federal or state law, regulation, order, or ordinance, and (c) funding partner agreements or guidance.

~~21.3~~ ~~At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing a best and final offer (BAFO). After the BAFO is submitted, the Offeror's proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.~~

21.422.3 If a contract satisfactory and advantageous to VPRA can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to VPRA, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

21.522.4 VPRA will award the Contract to the Offeror who is fully qualified and is determined to have provided the Best Value for the Work to be furnished under the Contract. The award document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation, and the successful Offeror's Proposal as negotiated. A Contract template is included in this RFP at Exhibit 4.

~~21.6~~22.5 Notice of the award will be published on VPRA's website and shall remain available for public viewing for at least ten (10) days.

~~22.0~~23.0 **CONTRACT EXECUTION**

~~22.1~~23.1 Upon award of the Contract, VPRA will deliver an executed copy of the Contract to the successful Offeror, who shall execute and deliver such copy to VPRA within five (5) Business Days of receipt.

~~22.2~~23.2 No Work shall be performed by the successful Offeror under the Contract until the Contract is fully executed and the successful Offeror has been issued a written Notice to Proceed by VPRA.

~~23.0~~24.0 **DEBRIEFINGS**

~~23.1~~24.1 Offerors not selected for an award may request a debriefing. If requested, debriefings shall be provided at the earliest feasible time after execution of the contract. The debriefing shall be conducted by VPRA's POC or designee, who may be accompanied by other VPRA officials familiar with the rationale for the selection decision.

~~23.2~~24.2 Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Offeror's Proposal and will not include specific discussion of a competing Proposal;
- (b) Be factual and consistent with the evaluation of the unsuccessful Offeror's Proposal; and
- (c) Provide information on areas in which the unsuccessful Offeror's Proposal had weaknesses or deficiencies.

Debriefing will not include discussion or dissemination of the identities, thoughts, or notes of individual members of the Evaluation Team, but may include a summary of the rationale for the selection decision. In its sole discretion, VPRA may delay and/or limit the scope of a debriefing in the event it is determined that the information to be furnished to an Offeror may provide the firm with an unfair competitive advantage on another pending procurement.

~~24.0~~25.0 **APPLICABLE COST PRINCIPLES; ACCOUNTING REQUIREMENTS**

~~24.1~~25.1 Reimbursable costs shall include mileage, parking (as needed), travel, and other direct costs. Offerors shall not be reimbursed for any expenses unless the expense is first approved in writing by VPRA. Reimbursement for travel (mileage, meals, and lodging) is not allowed for positions not required to have a vehicle, unless approved in advance by VPRA. In those cases where travel allowance is authorized, travel reimbursement shall be in accordance with the most current version of the Commonwealth of Virginia, Department of Accounts ("DOA"), "Commonwealth Accounting Policies and Procedures (CAPP) Manual Topic 20335." The CAPP Manual is available at the DOA website at <http://www.doa.virginia.gov>. When travel is authorized, it must originate from Consultant Offeror's nearest office.

~~25.0~~26.0 **ORGANIZATIONAL CONFLICTS OF INTEREST**

~~25.1~~26.1 Matters involving real or perceived organizational conflicts of interest ("OCI") will be administered in accordance with VPRA's Organizational Conflict of Interest Policy (the "OCI Policy") which is available at <https://vapassengerrailauthority.org/procurement/>

~~25.2~~26.2 Offerors are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the RFP or VPRA's programs could give rise to potential OCI. Each Offeror shall independently assess potential OCI and require its proposed team members to identify real and apparent OCI, with particular emphasis on that which provides a real or perceived unfair competitive advantage relative to this procurement. In accordance with the OCI Policy, Offerors shall promptly disclose to VPRA all real or apparent OCI. In instances where an Offeror is unclear as to whether a particular circumstance could be considered real or apparent OCI, they must, in accordance with the OCI Policy, seek a determination from VPRA.

26.3 VPRA shall have sole discretion as relates to determinations involving OCI on this RFP. Any firm determined to have an OCI that cannot be neutralized, mitigated or otherwise waived (when determined to be in the public interest), shall not be allowed to participate in the procurement. Failure to abide by VPRA's determination in this matter may result in a Proposal being declared non-responsive.

~~26.0~~27.0 DURATION OF PROPOSAL

~~26.4~~27.1 The Proposal shall be binding upon the Offeror for ninety (90) days following the due date for proposal submittal. If not withdrawn at that time, the Proposal shall remain effective until an award is made or the solicitation is cancelled.

~~27.0~~28.0 PROCUREMENT DECISION APPEALS

Any Offeror who desires to file a procurement decision appeal (other than matters involving organizational conflicts of interest) must do so in accordance with sections 7.3, 7.4, and 7.5 of the Procurement Rules. Procurement decision appeals will be administered in accordance with the Procurement Rules.

~~28.0~~29.0 OFFERORS RESPONSIBLE FOR ALL COSTS

~~28.4~~29.1 Issuance of this RFP by VPRA in no way constitutes a commitment by VPRA to award a contract or to pay any costs incurred by an Offeror in the preparation of a response to this RFP. Offerors shall be responsible for all costs associated with participation in this procurement process, including but not limited to the preparation of Proposals, submission of questions, participation in informal interviews, attendance at public forums or other meetings established pursuant to the procurement process, and any other efforts or costs arising from or related to this procurement.

~~29.0~~30.0 NO ASSUMPTION OF LIABILITY

~~29.4~~30.1 In no event shall VPRA be bound by, or liable for, any obligations with respect to the RFP until such time (if at all) a contract, in form and substance satisfactory to VPRA, has been executed and authorized by VPRA and then, only to the extent set forth therein.

~~30.0~~31.0 RESERVATION OF RIGHTS

~~30.4~~31.1 In connection with this procurement, VPRA reserves to itself all rights (which rights shall be exercisable by VPRA in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

- (a) The right to cancel, withdraw, postpone, or extend this RFP in whole or in part at any time prior to the execution by VPRA of the Contract, without incurring any obligations or liabilities.

- (b) The right to issue a new RFP.
- (c) The right to reject any and all submittals, responses and Proposals received at any time.
- (d) The right to modify all dates set or projected in this RFP.
- (e) The right to suspend and terminate the procurement process for the Project, at any time.
- (f) The right to waive or permit corrections to data submitted with any response to this RFP until such time as VPRA declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- (g) The right to issue addenda, supplements, and modifications to this RFP.
- (h) The right to permit submittal of addenda and supplements to data previously provided with any response to this RFP until such time as VPRA declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- (i) The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFP to seek an improved understanding of the responses to this RFP.
- (j) The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFP, including the right to seek clarifications from Offerors.
- (k) The right to permit Offerors to add or delete firms and/or Key Personnel until such time as VPRA declares in writing that a particular stage or phase of its review has been completed and closed.
- (l) The right to add or delete Offeror responsibilities from the information contained in this RFP.
- (m) The right to waive deficiencies, informalities and irregularities in a Proposal, accept and review a non-conforming Proposal or seek clarifications or supplements to a Proposal.
- (n) The right to disqualify any Offeror that changes its submittal without VPRA approval.
- (o) The right to change the method of award at any time prior to submission of the proposals.
- (p) The right to respond to all, some, or none of the inquiries, questions and/or request for clarifications received relative to the RFP.

31.032.0 COMPLIANCE WITH LAW IN THE COMMONWEALTH

31.132.1 Failure to comply with the law with regard to those legal requirements in the Commonwealth (whether federal or state) regarding the Offeror's ability to lawfully offer and perform any services proposed or related to the Project may be cause for rejection of an Offeror's Proposal, in the sole and reasonable discretion of VPRA, and in that event

an Offeror's Proposal submittal may be returned without any consideration for selection of contract award.

~~32.0~~33.0 ETHICS IN PUBLIC CONTRACTING

~~32.1~~33.1 By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

~~33.0~~34.0 REPRESENTATIONS

~~33.1~~34.1 By submitting a Proposal, Offeror hereby represents and warrants that (1) as of the date hereof, and on and as of the date of the provision of goods or services contemplated herein, the Offeror is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; and (2) the Offeror has the full right, power and authority and has taken all necessary action under the laws of its jurisdiction of organization to authorize it to execute and deliver a Contract, to consummate the transactions contemplated hereby and in the Contract and to perform its obligations thereunder. The Offeror hereby agrees to furnish to VPRA any and all certificates of governmental authorities and/or officers or directors of the Offeror that VPRA may reasonably require in order to confirm the due authorization and execution of the Proposal and the Contract and the Offeror's right, title and authority to perform its obligations under the Contract.

APPENDIX 1 – DEFINITIONS

<u>Best Value</u>	<u>The meaning ascribed in VPRA’s Procurement Rules.</u>
<u>Business Days</u>	A Monday, Tuesday, Wednesday, Thursday, or Friday that is not a holiday.
<u>Commonwealth</u>	The Commonwealth of Virginia.
<u>Consultant</u>	The firm selected pursuant to the RFP, which enters into the Contract with VPRA to perform the <u>services set forth in Exhibit 1. requisite professional services for Project.</u>
<u>Contract</u>	The written agreement executed between VPRA and the Consultant pursuant to this RFP and which contains the terms and conditions governing the Work.
<u>Contract Documents</u>	Shall have the meaning ascribed in the Contract.
<u>Confidential Information</u>	Any information that is: (i) disclosed by VPRA in writing and is marked as “Confidential” at the time of disclosure, (ii) disclosed by VPRA in any other manner, is identified as confidential at the time of disclosure and is also designated as “Confidential” in a writing delivered to the Recipient within fifteen (15) Business Days of the disclosure.
<u>Designated Contact</u>	The individual designated by an Offeror as the point of contact for communications with VPRA during the procurement (i.e., the person listed in Section B of Form A).
<u>Disadvantaged Business Enterprise (DBE)</u>	A firm certified as a DBE by either DSBSD or MWAA.
<u>Evaluation Team</u>	The individuals who will perform the evaluation and scoring of Proposals.
<u>Evaluation Criteria</u>	The criteria used to score and rank Proposals as set forth in <u>Section 18.4</u> of this RFP.
<u>Fee Schedule</u>	The <u>Fully-Loaded Hourly Wage Rates with overhead and profit</u> and proposed annual percentage rate increase submitted by an Offeror (and any their sub-offerors), as detailed on <u>Form K</u> .
<u>Fully-Loaded Hourly Wage Rates</u>	<u>Offeror’s hourly wage rates inclusive of labor, benefits, taxes, insurances, fees, overhead costs, administrative costs, and profit.</u>
<u>Instructions to Offerors</u>	The part of the RFP stating the submission requirements and evaluation criteria for the selection of the Consultant.
<u>Key Personnel</u>	The individuals specified in <u>Section 17.3 (Tab 2)</u> of this RFP.
<u>Offeror</u>	An <u>professional services</u> entity that submits a Proposal in response to the RFP. Where context dictates, Offeror shall also mean a potential Offeror.
<u>Notice of Intent to Award</u>	The written notification provided by VPRA informing an Offeror that it is the party to whom VPRA intends to award the Contract.
<u>Notice to Proceed (NTP)</u>	The written notice issued by VPRA authorizing Consultant to proceed with the Work.
<u>Organizational Conflict of Interest Policy</u>	VPRA’s policy governing conflicts of interest, as described further in <u>Section 265</u> of this RFP.
<u>Procurement Schedule</u>	The schedule for this procurement detailed in <u>Section 6.1</u> of this RFP.
<u>Proposal</u>	The response to the RFP submitted by an Offeror.
<u>SWaM Business or SWaM</u>	A firm certified by DSBSD as a small, women-owned, or minority-owned business or related to a small, women-owned, or minority-owned business.
<u>Work</u>	<u>The services described in Exhibit 1.</u>

FORM K
FEE SCHEDULE

[attached]

EXHIBIT A

ACRONYMS AND DEFINITIONS

As used in the Contract to which this Exhibit is attached and in the other Contract Documents (unless otherwise specified therein), the following ~~acronyms and~~ terms shall have the meanings set forth below (unless the context requires otherwise).

A.1 ~~ACRONYMS~~

AASHTO	American Association of State Highway and Transportation Officials
AREMA	American Railway Engineering and Maintenance of Way Association
ATC	Automatic Train Control
BMP	Best Management Practice
BOD	Basis of Design
BOCC	Backup Operation Control Center
CADD	Computer-Assisted Drafting and Design
CFR	Code of Federal Regulations
CSI	Control System Integrator
CSXT	CSX Transportation, Inc.
DHS	United States Department of Homeland Security
DSBSD	Department of Small Business and Supplier Diversity
EA	Environmental Assessment
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
FEIS	Final Environmental Impact Statement
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
GIS	Geographic Information System
MWAA	Metropolitan Washington Airports Authority
NBIS	National Bridge Inspection Standards
NEPA	National Environmental Policy Act
NTP	Notice to Proceed
OCC	Operation Control Center
OSHA	Occupational Safety and Health Administration
PE	Preliminary Engineering
PH	Public Hearing
PMP	Project Management Plan
QA	Quality Assurance
QC	Quality Control
QCP	Quality Control Plan
QMP	Quality Management Plan
RCMP	Risk and Contingency Management Plan
ROD	Record of Decision
ROW	Right of Way
SCC	Standard Cost Category
SOP	Standard Operating Procedure
SOW	Scope of Work
SSI	Sensitive Security Information
SUE	Subsurface Utility Engineering
TS&L	Type, Size, and Location
U.S.C.	United States Code
USDOT	United States Department of Transportation
VDOT	Virginia Department of Transportation

A.12 DEFINITIONS

Approved Fee Schedule	The VPRA approved <u>Fully-Loaded Hourly Wage Rates and annual percentage rate increase</u> hourly wage rates and Federal Acquisition Regulation (“FAR”) audited overhead rates submitted by the Consultant made a part of the Contract Documents. and included in the Contract at Exhibit E.
Business Days	A Monday, Tuesday, Wednesday, Thursday, or Friday that is not a holiday.
Change Order	Means any written modification to the Contract between VPRA and Consultant, signed by VPRA and Consultant.
Commonwealth	The Commonwealth of Virginia.
Consultant	<u>[insert firm name]</u>
Contract	The written agreement entered into between VPRA and Consultant dated <u>XXX</u> and the Contract Documents as defined in Article 63 of the Contract.
Contract Documents	The documents and materials defined in <u>Article 63</u> of the Contract.
Contract Representative	The respective points of contact for the parties as specified in <u>Article 74</u> to the Contract.
Contract Term	The Initial Term and any <u>Renewal Term</u> Extended Term .
Disadvantaged Business Enterprise (DBE)	A firm certified as a DBE by either DSBSD or MWAA.
Dispute	Shall have the meaning set forth in Section 21 of the General Terms and Conditions.
General Assembly	The legislative body of the Commonwealth.
Insurance Requirements	The minimum insurance that must be maintained by Consultant during the performance of the Contract <u>as set forth in the Contract Documents.</u> as set forth Exhibit G to the Contract.
Key Personnel	The individuals specified in Exhibit D to the Contract. The individuals identified by Consultant in Form I to their Proposal.
Notice to Proceed	The written notice issued by VPRA authorizing Consultant to proceed with the Work and any Final Design Work, if authorized.
Organizational Conflict of Interest Policy	VPRA's policy governing conflicts of interest and which is available at <u>Procurement - VPRA (vapassengerrailauthority.org)</u> .
Party	A party to the Contract, as identified therein.
SWaM	A firm certified by DSBSD as a small, women-owned, or minority-owned business or related to a small, women-owned, or minority-owned business.
Task Order	Means any document issued by VPRA and signed by both parties for the services to be provided under this Contract and which may include terms pertaining to milestones and deliverables.
Work	The meaning set forth in <u>Article 26</u> to the Contract.
Work Plan	Means the plan that outlines the Project's planned activities, budget, timeline, outputs/outcomes and milestones as agreed to by both parties.