



Addendum No. 3

DATE: April 17, 2024

Reference:	RFP# 01-000-24-0002
Description:	Marketing and Communications Consultant
RFP Issue Date:	3/19/2024
Proposal Due:	<u>4/30/2024 (by 2:00 PM EST)</u>

TO ALL OFFERORS:


This Addendum No. 3 amends the following RFP Documents:

1. RFP Cover Page;
2. Instructions to Offerors; and
3. Form K (Fee Schedule).

Redline versions of the documents listed above indicate the changes that have been made. A clean copy of the complete RFP is also included for Offeror's convenience.

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:

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 30, 2024
ACCESS TO SOLICITATION:	This solicitation and any addenda are publicly posted and may be accessed at any time at: https://vapassengerrailauthority.org/procurement/currentrfps/
SUBMIT PROPOSALS TO:	proposals@vpra.virginia.gov

*******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@vpra.virginia.gov. Questions concerning this RFP must be received via email no later than: **April 12, 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@vpra.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 (collectively, the "Project").

- 2.2 The primary objective of the Project is to promote the four state-supported Amtrak routes in Virginia; however, the Consultant will also be tasked with encouraging travel into Virginia and from Virginia into the Northeast corridor. 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.~~

- ~~2.4~~2.3 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	4/12/2024
Proposal Due Date	4/30 26 /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 [Current RFPs - Virginia Passenger Rail Authority \(vapassengerrailauthority.org\)](https://www.vapassengerrailauthority.org). 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 into the RFP through an addendum. Addenda to the RFP, if any, will be posted on VPRA's website at [Current RFPs - Virginia Passenger Rail Authority \(vapassengerrailauthority.org\)](https://www.vapassengerrailauthority.org).
- 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 ("MWA") 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/MWA-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/MWA-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@vpva.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 30~~26~~th, 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);
- 3. Form H (Disclosure of Proprietary/Confidential Information), if applicable; and
- 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 VPRR. 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.

	Preferred Qualifications: <ul style="list-style-type: none">• Experience working with rail transportation marketing.• Knowledge of the Virginia travel market.
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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 with the mid-Atlantic region (New York, New Jersey, Maryland, Pennsylvania, Delaware, Virginia, West Virginia, and the District of Columbia) 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; Proposed Budget

1. 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.
2. The Offeror shall provide narrative of not more than **three pages** in length detailing a proposed budget for the Project, including anticipated human-

hours/management fees, media and sponsorship spend, and material costs. Budgets shall be comprehensive in nature and address all time and material costs associated with the deliverables set forth in Exhibit 1. When developing their budgets, Offerors should make the following assumptions:

- anticipated annual expenditures of \$350,000 for paid media buys for advertising campaigns; and
- anticipated annual expenditures of \$100,000 for paid sponsorships and partnerships.

The foregoing budgetary assumptions pertain to direct costs only and are not inclusive of human-hours/management fees, material costs, and other expenses required for the successful delivery of the Project.

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 18, 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 <u>(5 points will be allocated based on Offeror’s physical presence within the mid-Atlantic region)</u>
<i>Fee Proposal; Proposed Budget (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. <u>Offeror's physical presence (office locations) with the mid-Atlantic region.</u>
<i>Fee Proposal; Proposed Budget (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. <u>The extent to which Offeror's proposed budget is well constructed and feasible for the work contemplated by the RFP.</u>
<i>Small/Small and Diverse Business Participation (Tab 6)</i>	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: $10 \times (\text{Offeror's \% Commitment} / \text{Highest \% Committed}).$ <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 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, 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.

22.0 NEGOTIATION AND AWARD OF THE CONTRACT

- 22.1 After receipt and evaluation of all Proposals, VPRA will conduct negotiations with the Offeror 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.
- 22.2 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.
- 22.3 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.

22.4 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.

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.

23.0 CONTRACT EXECUTION

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.

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.

24.0 DEBRIEFINGS

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.

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.

25.0 APPLICABLE COST PRINCIPLES

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's nearest office.

26.0 ORGANIZATIONAL CONFLICTS OF INTEREST

- 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/>.
- 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.

27.0 DURATION OF PROPOSAL

- 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.

28.0 PROCUREMENT DECISION APPEALS

- 28.1 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.

29.0 OFFERORS RESPONSIBLE FOR ALL COSTS

- 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.

30.0 NO ASSUMPTION OF LIABILITY

- 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.

31.0 RESERVATION OF RIGHTS

- 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.

32.0 COMPLIANCE WITH LAW IN THE COMMONWEALTH

- 32.1 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.

33.0 ETHICS IN PUBLIC CONTRACTING

- 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.

34.0 REPRESENTATIONS

- 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

Best Value	The meaning ascribed in VPRA's Procurement Rules.
Business Days	A Monday, Tuesday, Wednesday, Thursday, or Friday that is not a holiday.
Commonwealth	The Commonwealth of Virginia.
Consultant	The firm selected pursuant to the RFP, which enters into the Contract with VPRA to perform the services set forth in <u>Exhibit 1</u> .
Contract	The written agreement executed between VPRA and the Consultant pursuant to this RFP and which contains the terms and conditions governing the Work.
Contract Documents	Shall have the meaning ascribed in the Contract.
Designated Contact	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).
Disadvantaged Business Enterprise (DBE)	A firm certified as a DBE by either DSBSD or MWAA.
Evaluation Team	The individuals who will perform the evaluation and scoring of Proposals.
Evaluation Criteria	The criteria used to score and rank Proposals as set forth in <u>Section 18.4</u> of this RFP.
Fee Schedule	The Fully-Loaded Hourly Wage Rates and proposed annual percentage rate increase submitted by an Offeror (and any their sub-offerors), as detailed on <u>Form K</u> .
Fully-Loaded Hourly Wage Rates	Offeror's hourly wage rates inclusive of labor, benefits, taxes, insurances, fees, overhead costs, administrative costs, and profit.
Instructions to Offerors	The part of the RFP stating the submission requirements and evaluation criteria for the selection of the Consultant.
Key Personnel	The individuals specified in <u>Section 17.3 (Tab 2)</u> of this RFP.
Offeror	An entity that submits a Proposal in response to the RFP. Where context dictates, Offeror shall also mean a potential Offeror.
Notice of Intent to Award	The written notification provided by VPRA informing an Offeror that it is the party to whom VPRA intends to award the Contract.
Notice to Proceed (NTP)	The written notice issued by VPRA authorizing Consultant to proceed with the Work.
Organizational Conflict of Interest Policy	VPRA's policy governing conflicts of interest, as described further in <u>Section 26</u> of this RFP.
Procurement Schedule	The schedule for this procurement detailed in <u>Section 6.1</u> of this RFP.
Proposal	The response to the RFP submitted by an Offeror.
SWaM Business or 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.
Work	The services described in <u>Exhibit 1</u> .

FORM K
FEE SCHEDULE

[attached]

FORM K - FEE SCHEDULE

Effective Date:		
Services Procured:	Marketing and Communications Consultant	
RFP No.:	01-000-24-0002	
Consultant:		
Personnel Classification (list the personnel classifications required to deliver the Scope of Work)	2024 Fully Loaded Wage Rates	Annual Percentage Rate Increase
Project Manager (VPRA required Key Personnel)		
Contract Manager (VPRA required Key Personnel)		
<u>Media Planner/Buyer</u>		
<u>Account Supervisor</u>		
<u>Account Executive</u>		
<u>Account Coordinator</u>		
<u>Creative Director/Art Director</u>		
<u>Social Media Manager</u>		
<u>Production Manager</u>		
<u>Production Director</u>		
<u>Sponsorship/Event Planner</u>		
<u>Event Staff</u>		
<u>Art Director</u>		
<u>Writer</u>		
<u>Project Manager</u>		
<u>Research and Strategic Planner</u>		
<u>Traffic Director</u>		
<u>Media Director</u>		
<u>Graphic Designer</u>		
<u>Project Coordinator</u>		
<u>Content Creator</u>		



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 30, 2024
ACCESS TO SOLICITATION:	This solicitation and any addenda are publicly posted and may be accessed at any time at: Current Contracting Opportunities - VPRA (vpassengerrailauthority.org)
SUBMIT PROPOSALS TO:	proposals@vpra.virginia.gov

*******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@vpra.virginia.gov. Questions concerning this RFP must be received via email no later than: **April 12, 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@vpra.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 (collectively, the "Project").
- 2.2 The primary objective of the Project is to promote the four state-supported Amtrak routes in Virginia; however, the Consultant will also be tasked with encouraging travel into Virginia and from Virginia into the Northeast corridor. 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 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	4/12/2024
Proposal Due Date	4/30/2024
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 [Current RFPs - Virginia Passenger Rail Authority \(vapassengerrailauthority.org\)](https://www.vapassengerrailauthority.org). 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 into the RFP through an addendum. Addenda to the RFP, if any, will be posted on VPRA's website at [Current RFPs - Virginia Passenger Rail Authority \(vpassengerrailauthority.org\)](https://vpassengerrailauthority.org).
- 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 30th, 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);
- 3. Form H (Disclosure of Proprietary/Confidential Information), if applicable; and
- 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 VPRR. 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.
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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 the mid-Atlantic region (New York, New Jersey, Maryland, Pennsylvania, Delaware, Virginia, West Virginia, and the District of Columbia) 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; Proposed Budget

1. 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.
2. The Offeror shall provide narrative of not more than **three pages** in length detailing a proposed budget for the Project, including anticipated human-hours/management fees, media and sponsorship spend, and material

costs. Budgets shall be comprehensive in nature and address all time and material costs associated with the deliverables set forth in Exhibit 1. When developing their budgets, Offerors should make the following assumptions:

- anticipated annual expenditures of \$350,000 for paid media buys for advertising campaigns; and
- anticipated annual expenditures of \$100,000 for paid sponsorships and partnerships.

The foregoing budgetary assumptions pertain to direct costs only and are not inclusive of human-hours/management fees, material costs, and other expenses required for the successful delivery of the Project.

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 18, 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 (5 points will be allocated based on Offeror’s physical presence within the mid-Atlantic region)
<i>Fee Proposal; Proposed Budget (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. Offeror's physical presence (office locations) with the mid-Atlantic region.
<i>Fee Proposal; Proposed Budget (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. The extent to which Offeror's proposed budget is well constructed and feasible for the work contemplated by the RFP.
<i>Small/Small and Diverse Business Participation (Tab 6)</i>	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: $10 \times (\text{Offeror's \% Commitment} / \text{Highest \% Committed}).$ <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 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, 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.

22.0 NEGOTIATION AND AWARD OF THE CONTRACT

- 22.1 After receipt and evaluation of all Proposals, VPRA will conduct negotiations with the Offeror 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.
- 22.2 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.
- 22.3 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.

- 22.4 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.
- 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.

23.0 CONTRACT EXECUTION

- 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.
- 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.

24.0 DEBRIEFINGS

- 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.
- 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.

25.0 APPLICABLE COST PRINCIPLES

- 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’s nearest office.

26.0 ORGANIZATIONAL CONFLICTS OF INTEREST

- 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/>.
- 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.

27.0 DURATION OF PROPOSAL

- 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.

28.0 PROCUREMENT DECISION APPEALS

- 28.1 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.

29.0 OFFERORS RESPONSIBLE FOR ALL COSTS

- 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.

30.0 NO ASSUMPTION OF LIABILITY

- 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.

31.0 RESERVATION OF RIGHTS

- 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.

32.0 COMPLIANCE WITH LAW IN THE COMMONWEALTH

- 32.1 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.

33.0 ETHICS IN PUBLIC CONTRACTING

- 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.

34.0 REPRESENTATIONS

- 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

Best Value	The meaning ascribed in VPRA's Procurement Rules.
Business Days	A Monday, Tuesday, Wednesday, Thursday, or Friday that is not a holiday.
Commonwealth	The Commonwealth of Virginia.
Consultant	The firm selected pursuant to the RFP, which enters into the Contract with VPRA to perform the services set forth in <u>Exhibit 1</u> .
Contract	The written agreement executed between VPRA and the Consultant pursuant to this RFP and which contains the terms and conditions governing the Work.
Contract Documents	Shall have the meaning ascribed in the Contract.
Designated Contact	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).
Disadvantaged Business Enterprise (DBE)	A firm certified as a DBE by either DSBSD or MWAA.
Evaluation Team	The individuals who will perform the evaluation and scoring of Proposals.
Evaluation Criteria	The criteria used to score and rank Proposals as set forth in <u>Section 18.4</u> of this RFP.
Fee Schedule	The Fully-Loaded Hourly Wage Rates and proposed annual percentage rate increase submitted by an Offeror (and any their sub-offerors), as detailed on <u>Form K</u> .
Fully-Loaded Hourly Wage Rates	Offeror's hourly wage rates inclusive of labor, benefits, taxes, insurances, fees, overhead costs, administrative costs, and profit.
Instructions to Offerors	The part of the RFP stating the submission requirements and evaluation criteria for the selection of the Consultant.
Key Personnel	The individuals specified in <u>Section 17.3 (Tab 2)</u> of this RFP.
Offeror	An entity that submits a Proposal in response to the RFP. Where context dictates, Offeror shall also mean a potential Offeror.
Notice of Intent to Award	The written notification provided by VPRA informing an Offeror that it is the party to whom VPRA intends to award the Contract.
Notice to Proceed (NTP)	The written notice issued by VPRA authorizing Consultant to proceed with the Work.
Organizational Conflict of Interest Policy	VPRA's policy governing conflicts of interest, as described further in <u>Section 26</u> of this RFP.
Procurement Schedule	The schedule for this procurement detailed in <u>Section 6.1</u> of this RFP.
Proposal	The response to the RFP submitted by an Offeror.
SWaM Business or 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.
Work	The services described in <u>Exhibit 1</u> .

FORM A
OFFEROR INFORMATION AND ACKNOWLEDGEMENT

[attached]



OFFEROR INFORMATION AND ACKNOWLEDGEMENT

RFP No. _____

A. General Information

Company Name: _____

Address: _____

Phone: () _____

Fax Number: () _____

DUNS NO.: _____

FEI/FIN NO.: _____

Website: _____

B. Offeror's Designated Representative

Name: _____

Title: _____

Phone (W): _____

Phone (E): _____

Email: _____

C. DBE / SWaM Information

(Please check all that apply)

Federal Classifications:

DBE: () YES () NO CERTIFICATION#: _____

ISSUING BODY: _____

Out of State firm that is certified as a DBE by their home state's Unified Certification Program: () YES () NO

Commonwealth of Virginia Certifications/Classifications (SWaMs and other):

Small/Micro Business: () YES () NO

Women-Owned Business: () YES () NO

Minority-Owned Business: () YES () NO

Service-Disabled Veteran
Owned Business: () YES () NO

DSBSD CERTIFIED: () YES () NO CERTIFICATION#: _____

Other Classifications:

Certified small, disadvantaged or veteran-owned business recognized by any other local, state, or federal government entity not listed above: () YES () NO

CERTIFICATION#: _____

ISSUING BODY: _____

D. Exceptions

Does your proposal contain exceptions to the RFP Documents? () YES () NO

If so, *complete and attach FORM PD 20 with your proposal unless otherwise instructed in the RFP. Note: If this is an A/E procurement, exceptions are not due until the ranking for negotiations is complete.*

E. Proprietary or Confidential Information

Does your proposal contain proprietary or confidential information? () YES () NO

If so, *complete and attach FORM PD 25 with your proposal.*

F. Acknowledgements

In signing below, Offeror hereby acknowledges receipt of the above-referenced RFP and the below listed amendments and responses to questions/requests for clarification issued by VPRA. (Attach additional pages if necessary).

1. RFP Addendum

Addendum # _____

Addendum # _____

Addendum Date ____/____/____

Addendum Date ____/____/____

Addendum # _____

Addendum # _____

Addendum Date ____/____/____

Addendum Date ____/____/____

Addendum # _____

Addendum # _____

Addendum Date ____/____/____

Addendum Date ____/____/____

Addendum # _____

Addendum # _____

Addendum Date ____/____/____

Addendum Date ____/____/____

2. Response to Questions/Requests for Clarification

Resp. to Question # _____

Resp. to Question # _____

Issue Date ____/____/____

Issue Date ____/____/____

Resp. to Question # _____

Resp. to Question # _____

Issue Date ____/____/____

Issue Date ____/____/____

[SIGNATURE PAGE FOLLOWS]

FOR THE OFFEROR:

Company Name: _____

By, _____
(signature)

(printed name)

Its, _____
(title)

Dated: _____

FORM B

OFFEROR QUESTIONS/REQUESTS FOR CLARIFICATION

[attached]

FORM C
SMALL AND DIVERSE BUSINESS SUBCONTRACTING PLAN

[attached]



SMALL AND DIVERSE BUSINESS SUBCONTRACTING PLAN

For Internal Use:
Approved by, _____
Dated: _____

Definitions:

"Small business" shall have the meaning set forth in Va. Code § 2.2-1604 and includes only those firms which hold a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids/proposals. This shall also include DSBSD-certified micro, women-owned, minority-owned, and service-disabled veteran-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date.

"SWaM" shall have the meaning set forth in Va. Code § 2.2-1604.

Certification:

The Certification Division of DSBSD is responsible for the administration of Virginia's business certification programs. Certification applications are available through DSBSD online at: <https://www.sbsd.virginia.gov/certification-division/>.

Point Allocation:

Where applicable, point allocation relative to an Offeror's/Proposer's proposed utilization of a DSBSD certified small/small diverse business shall be made in accordance with the RFP Documents. Offerors which are not certified as a small/small diverse businesses with DSBSD or otherwise utilizing DSBSD certified small/small diverse businesses will not be eligible for points, but, to the extent applicable, are encouraged to report other certifications which demonstrate performance by small or underprivileged businesses.

Modification:

No modification of the Small and Diverse Business Subcontracting Plan will be allowed during the performance of the Contract absent the express written consent of VPRA's Director of Procurement. The Consultant/Contractor shall keep the Director of Procurement apprised of any material issues that arise relative to its performance under the Small and Diverse Business Subcontracting Plan.

Instructions:

- A. If you are certified by the DSBSD as a small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified micro, women-owned, minority-owned, and service-disabled veteran-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Sections B and C of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall fully complete all required informational items within Section B.

Small and Diverse Business Subcontracting Plan (cont.)

Section A

If your firm is certified by the DSBSD as a small business/small diverse business, provide your certification number and the date of certification):

Certification number: _____ Certification Date: _____

Small Business Subsets (check all that apply):

- Micro _____
- Women-Owned _____
- Minority-Owned _____
- Service Disabled Veteran-Owned _____

Section B

Populate the table below to show your firm's plans for utilization of **DSBSD-certified Small/Small Diverse Businesses** in the performance of this Contract for the initial contract period. Include plans to utilize Small/Small Diverse Businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in a determination that Contractor/Consultant is in breach of the Contract.

(a)	(b)	(c)	(d)	(e)	(f)	(g)
SUBCONTRACTOR NAME/ADDRESS	DSBSD CERTIFICATION NO. <i>(for small business certification)</i>	ADDITIONAL DSBSD CERTIFICATIONS or STATUS <i>(e.g., micro (MIC), women-owned (W), minority-owned (M), service disabled veteran-owned (SDV))</i>	OTHER CERTIFICATIONS <i>(can be local, state or federal)</i> [OPTIONAL] ¹	DESCRIPTION OF WORK	PLANNED CONTRACT INVOLVEMENT (%)	ESTIMATED SPEND (\$) <i>Applicable to fixed price contracts only</i>

¹ This information is collected for informational purposes only. Offerors are encouraged to report the participation of subcontractors which, while not qualifying as a DSBSD certified small business, hold other, related certifications which demonstrate participation by either a small, disadvantaged or veteran-owned businesses.

Section C

Populate the table below to show your firm's plans for utilization of **DSBSD-certified Women-Owned Businesses and DSBD-certified Minority-Owned Businesses (i.e., any SWaM business not certified as Small and already listed in Section B)** in the performance of this Contract for the initial contract period. Firms which hold DSBSD status as a **Service-Disabled Veteran-Owned Business** should also be listed in this Section C. Include plans to utilize Women-Owned Businesses, Minority-Owned Businesses, and Service-Disabled Veteran-Owned Businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

It is important to note that the proposed participation will be incorporated into the subsequent contract and will be a requirement of the Contract. Failure to obtain the proposed participation percentages may result in a determination that Contractor/Consultant is in breach of the Contract.

(a)	(b)	(c)	(d)	(e)	(f)	(g)
SUBCONTRACTOR NAME/ADDRESS	DSBSD CERTIFICATION NO. (for all other SWaM certifications other than small)	DSBSD CERTIFICATION/STATUS DESCRIPTION (e.g., women-owned (W), minority-owned (M), service disabled veteran- owned (SDV))	OTHER CERTIFICATIONS (can be local, state or federal) [OPTIONAL] ²	DESCRIPTION OF WORK	PLANNED CONTRACT INVOLVEMENT (%)	ESTIMATED SPEND (\$) <i>Applicable to fixed price contracts only</i>

Offeror Name: _____

Preparer Name: _____ **Date:** _____

***Attach additional sheets as necessary

² This information is collected for informational purposes only. Offerors are encouraged to report the participation of subcontractors which, while not qualifying as a DSBSD certified business, hold other, related certifications which demonstrate participation by either a small, disadvantaged or veteran-owned businesses.

FORM D
DBE UTILIZATION PLAN

[attached]



DBE UTILIZATION PLAN

For Internal Use:
 Approved by, _____
 Dated: _____

Part I

DBE FULFILLMENT BY PRIME CONTRACTOR/CONSULTANT

To be completed ONLY by Bidders/Offerors that are certified as a DBE by DSBSD/MWAA at time of bid/proposal submittal and which intend to fulfill the contract goal through work to be performed with its own forces:

DSBSD/MWAA Certification number: _____ Certification Date: _____

Part II

DBE SUBCONTRACTOR/SUPPLIER UTILIZATION

NAME OF DBE FIRM	DSBSD/MWAA CERT. NO.	OTHER DSBSD CERTIFICATIONS/ DESIGNATIONS (e.g., micro, small, women-owned, minority-owned, service disabled veteran-owned)	FUNCTION (e.g., subcontractor, supplier, manufacturer, service provider, broker)	DESCRIPTION OF WORK	PLANNED CONTRACT INVOLVEMENT (%)	ESTIMATED SPEND (\$) <i>Applicable to fixed price contracts only</i>

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY.

FORM E
MONTHLY SMALL AND DIVERSE BUSINESS SUBCONTRACTING
UTILIZATION REPORT

[attached]



MONTHLY SMALL AND DIVERSE BUSINESS UTILIZATION REPORT

Project		Reporting Period (M/Y)	
Prime Contractor Name			
Contact Name			
Phone Number			
Email			
		Date Submitted	

Subcontractor Name	Tax ID No.	Description of Work Provided	Payments to Qualifying Small Businesses (1)	Payments to other DSBSD/MWAA Certified Firms (2)	Payments to other small or diverse businesses not certified by DSBSD or MWAA (3) [OPTIONAL]	TOTALS

Attach additional pages if necessary

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.	
Signature	Title

- Notes:**
- (1) Denotes firms which are certified as a "small businesses," by the Department of Small Business and Supplier Diversity (DSBSD) and which are identified in Section B of the approved Small Business and Diverse Subcontracting Plan (Form PD 60)
 - (2) Denotes firms which are not certified as a "small business," by DSBSD but which hold other certifications or status from either DSBSD or the Metropolitan Washington Airports Authority (MWAA) (i.e., women-owned (W), minority-owned (M), service disabled veteran-owned (SDV), or disadvantaged business enterprise (DBE)). Please include classification code along with payment information.
 - (3) Denotes firms which are not certified by DSBSD or MWAA, but which are otherwise certified as a small or diverse business by another certifying body. Please include a description of the certification along with payment information.

FORM F
MONTHLY DBE PARTICIPATION REPORT

[attached]



MONTHLY DBE PARTICIPATION REPORT

For Internal Use:

Reviewed by, _____
Dated: _____

Contract Id. No.: _____

Check Here if Final Report []

Contractor/Consultant:	Reporting Period (Month/Year):	Report No.:
Contact:	Email:	Phone:

All Contractors making payments to DBE subcontractors/subconsultants/suppliers, regardless of their tier, are required to complete and submit this form each time payments are made to a DBE subcontractors/subconsultant/supplier during the previous thirty-day payment period of the Contract.

NAME OF CERTIFIED DBE FIRM (Subcontractor/Subconsultant/Supplier)	DBE FIRM'S FEDERAL TAX ID NUMBER	DATE OF PAYMENT (To DBE)	AMOUNT PAID THIS MONTH (To DBE)	AMOUNT PAID TO DATE (To DBE)	ACTUAL DBE UTILIZATION TO DATE (%)	DBE UTILIZATION AS LISTED ON FORM PD 50B (%)

I certify that contracts have been executed with the above firms, amounts listed are accurate and payments were made in accordance with contractual obligations. Cancelled checks and/or supporting information will be on file for inspection or audit.

Signature	Title
Date	

FORM G

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

[attached]

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR BID/PROPOSAL

Please check the appropriate line below and provide the requested information:

- A. Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia by the State Corporation Commission ("SCC") and such vendor's Identification Number issued to it by the SCC is: _____.
- B. Bidder/Offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is: _____.
- C. Bidder/Offeror does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if necessary. If Bidder/Offeror is a joint venture, attach a completed Form PD 44 for each of the partner firms comprising the joint venture.

- D. Bidder/Offeror has a pending application before the SCC for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow Bidder/Offeror to submit the SCC Identification Number after the due date for bids/proposals. (VPRA reserves the right to determine, in its sole discretion, whether to allow such waiver).

Legal Name of Bidder/Offeror (as listed on W-9)

Authorized Signature

Print or Type Name and Title

Date

*****RETURN THIS FORM AND ANY SUPPORTING DOCUMENTATION WITH YOUR PROPOSAL*****

FORM H

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

[attached]

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

Pursuant to Va. Code § 33.2-299.7, offerors may request VPRA to keep confidential trade secrets or confidential proprietary information, not publicly available, provided by a private person or entity pursuant to a promise of confidentiality where if such information were made public, the financial interest of the private person or entity could be adversely affected.

For such information to be excluded from disclosure requirements under the Virginia Freedom of Information Act, offerors shall make a written request to VPRA:

- (1) invoking such exclusion upon submission of the data or other materials for which protection from disclosure is sought;
- (2) identifying the data or other materials for which protection is sought; and
- (3) stating the reasons why protection is necessary.

The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. VPRA will make the final determination of the appropriate scope and nature of the protection afforded to the requested records.

PROPOSAL SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

FORM I
KEY PERSONNEL DESIGNATIONS

Key Personnel Position	Name of Individual	Years of Experience	Education and Registrations	Employer Name	Reference Name, Title, Phone Number, and E-mail Address
Project Manager					1. 2. 3.
Contract Manager					1. 2. 3.

FORM J
EXCEPTIONS TO RFP DOCUMENTS

[attached]

EXCEPTIONS TO RFP DOCUMENTS

Instructions:

Each Proposal submitted in response to an RFP shall list any deviation(s), exception(s), or variation(s) to or from the RFP Documents. The failure of an Offeror/Proposer to note a deviation, make an exception, or list a variation to the terms and conditions of these RFP Documents shall be deemed an express waiver by that Offeror/Proposer of such deviation, exception, or variation.

Notwithstanding the foregoing, for solicitations involving the procurement of architectural or engineering services, a list of any deviation(s), exception(s), or variation(s) to or from the RFP Documents shall not be due until qualified Offerors/Proposers are ranked for negotiations (refer to the RFP for specific terms as to submittal due dates of this form).

As used herein, "RFP Documents" shall include the Instructions to Offerors/Proposers and all exhibits, forms, appendices, and addenda set forth within or issued in connection with the RFP.

Offeror/Proposer notes the following deviations, exceptions, or variations (each an "Objection"):

RFP Document	Section, paragraph or other identifier	Description of Objection

IF THERE ARE NO OBJECTIONS, PLEASE WRITE "N/A" IN THE CHART ABOVE.

RFP No. _____

Offeror/Proposer Name: _____

Preparer Name: _____ Date: _____

FORM K
FEE SCHEDULE

[attached]

FORM K - FEE SCHEDULE

Effective Date:		
Services Procured:	Marketing and Communications Consultant	
RFP No.:	01-000-24-0002	
Consultant:		
Personnel Classification (List the personnel classifications required to deliver the Scope of Work)	2024 Fully Loaded Wage Rates	Annual Percentage Rate Increase
Project Manager (VPRA required Key Personnel)		
Contract Manager (VPRA required Key Personnel)		
Media Planner/Buyer		
Account Supervisor		
Account Executive		
Account Coordinator		
Creative Director/Art Director		
Social Media Manager		
Production Manager		
Production Director		
Sponsorship/Event Planner		
Event Staff		
Art Director		
Writer		
Project Manager		
Research and Strategic Planner		
Traffic Director		
Media Director		
Graphic Designer		
Project Coordinator		
Content Creator		

EXHIBIT 1
SCOPE OF WORK

[attached]



Scope of Work

Marketing and Communications Consultant

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1 Overview

1.1 Project Description

VPRA sponsors the Amtrak state-supported service in Virginia. Amtrak serves as VPRA's operator for passenger rail service in the Commonwealth. VPRA is seeking a single Consultant to serve as its Amtrak Virginia agency of record for a three-year period (July 2024-June 2027). The agency of record will work with VPRA to promote Amtrak Virginia service through integrated marketing efforts. VPRA goals is to promote Virginia state-supported Amtrak service to increase ridership and maximize return on marketing investment.

1.2 Description of Work

This agency of record will work with VPRA's Operations Department to develop and execute integrated marketing programs across three key components:

1. **Paid Advertising Campaigns:** Develop and execute effective paid advertising campaigns across various media channels to promote Amtrak Virginia services. Paid media buying budget (\$350,000 per year)
2. **Paid Sponsorships and Strategic Partnerships:** Identify and execute paid sponsorships within a set budget (\$100,000 per year) and build relationships with the travel and transportation industry.
3. **Social Media and Website Management:** Create engaging content and manage organic social media channels for Amtrak Virginia, as well as keep VPRA and Amtrak Virginia websites updated with relevant information.

1.2.1 TASK ONE: PAID ADVERTISING CAMPAIGNS

Task One Deliverables:

- Develop and execute seasonal (fall, holiday, winter, spring, summer) paid advertising campaigns across various media channels, including but not limited to radio, direct mail, print, digital advertising, promotions, social media, search, search engine marketing (SEM), text messaging, out-of-home, and email marketing.
- Create original content, copy, and ad designs for these campaigns.
- Secure appropriate rights for all images and digital assets used in the campaigns.
- Manage and execute media buying in Designated Market Areas (DMAs) including Northern Virginia, Richmond, Hampton Roads, Charlottesville, and Roanoke. Paid media budget (~\$350,000 per year)
- Place, verify, measure, and manage disbursements for all advertising tactics.
- Utilize market research to identify potential riders and target them effectively.
- Manage and optimize digital advertising campaigns.
- Generate and provide monthly reports on campaign performance and return on investment (ROI).

- Develop print ads for Virginia Travel Guide and other travel publications as opportunities arise.
- Support Amtrak National's flash sales and promotions by utilizing their photo and asset database.
- Create content for monthly Amtrak Guest Reward e-statements and solo emails.
- Write compelling copy for all advertising materials.
- Possess expertise in Facebook Business Manager, Google Analytics (GA4), search engine marketing (SEM), programmatic media buying, and paid social media experiences.
- Photography and videography skills.
- Manage search campaigns and ad servers.
- Develop and deploy quarterly Amtrak Virginia newsletters aligned with seasonal campaigns and promotions.
- Design and print route brochures for distribution at stations.
- Provide ongoing account updates, communication, and planning sessions with VPRA.
- Coordinate with other contractors involved in marketing efforts.

1.2.2 TASK TWO: PAID SPONSORSHIPS AND STRATEGIC PARTNERSHIPS

Task Two Deliverables:

- Identify and execute sponsorship opportunities that align with Amtrak Virginia goals and are within the set budget (\$100,000 per year). Examples of past sponsorships include: Richmond Folk Festival, Norfolk Tides, VCU Athletics, Roanoke Summer Music Series, Ashland Train Day, Marine Corp Historic Half, Z104 Toys for Tots Stuff the Bus, and UVA Alumni.
- Develop creative materials and content for sponsorship activities.
- Secure appropriate rights for all images and digital assets used in sponsorship materials.
- Manage and execute event activations and special events.
- Build relationships with the travel community and other relevant organizations.
- Develop creative materials for events and activations.
- Generate monthly reports on sponsorship performance and ROI.
- Provide labor and support for all sponsorship events, including staffing booths, managing volunteers, and sourcing materials.
- Design and source stand-alone displays for all 17 Amtrak Virginia stations.
- Provide ongoing account updates, communication, and planning sessions with VPRA.
- Coordinate with other contractors involved in marketing efforts.
- Execute contracts for all sponsorship activities.

1.2.3 TASK THREE: SOCIAL MEDIA AND WEBSITE MANAGEMENT

Task Three Deliverables:

- Develop monthly content calendars for Amtrak Virginia's Facebook, Instagram, and LinkedIn channels, ensuring at least three posts per week per platform.
- Create engaging content, including reels and short videos that highlight Amtrak Virginia services and destinations.

- Secure appropriate rights for all images and digital assets used on social media.
- Schedule posts and monitor social media channels.
- Respond to comments (except customer service related, which will be directed to Amtrak National).
- Conduct social listening and interact with partners.
- Comment on other relevant accounts to encourage engagement and grow following.
- Create and source content for five posts per month for VPRA social media channels.
- Maintain copy for the VPRA website to promote Amtrak Virginia destinations, focusing on individual spotlights with highlights of things to see and do (excluding website updates, which are managed by VPRA).
- Maintain content on the Amtrak Virginia site, Amtrak.com/Virginia (excluding website updates, which are managed by Amtrak National).
- Manage the Amtrak Ambassador/Influencer program, including recruiting influencers, planning travel itineraries, and executing campaigns.
- Possess knowledge of influencer marketing.
- Executive contracts for all influencer activities.

2 Plan/Schedule

The following is a sample schedule of our annual marketing initiatives. During the course of the year, we welcome new ideas from the Marketing Consultant. The below is subject to change.

Discovery- July 1 – September 2 (Year 1)

- Plan and budget for the year
 - Familiarization with account
 - Utilize available market research for annual strategic plan
- Amtrak Virginia website
 - Audit content on Amtrak Virginia sitelet
 - Prepare fall-themed content for Amtrak Virginia sitelet
- Paid Media Campaigns
 - Un-pause Summer Paid Media Campaign (bridge until fall campaign)
 - Monthly paid media performance recaps
 - Build out fall campaign
 - Virginia Tourism Guide ad design and placement
 - Design and print fall-themed poster for Amtrak Virginia stations
- Manage social channels – Facebook, Instagram, LinkedIn
 - August social media calendar
 - September social media calendar
 - Monthly social media performance recaps
- Sponsorships
 - College sports sponsorships
- Amtrak Guest Rewards
 - Content for August Amtrak e-statement
 - Content for September Amtrak e-statement

Fall Seasonal Promotions- September 3-November 16

- Paid Media Campaigns
 - Deploy Fall Paid Media Campaign- September 3
 - Monthly paid media performance recaps
 - Build out holiday campaign
 - Design and print holiday-themed posters for Amtrak Virginia stations. 22X28.
- Fall newsletter- deploy September 3.
- Manage social channels
 - October Social Media calendar
 - November Social Media calendar
 - Fall social media influencer
 - Monthly social media performance recaps
- Sponsorships
 - Richmond Folk Festival sponsorship
 - VA1 conference sponsorship
- Amtrak Guest Rewards
 - Content for October Amtrak e-statement
 - Content for November Amtrak e-statement
- Amtrak Virginia Sitelet

- Prepare holiday-themed content for Amtrak Virginia sitelet (hero image, fall attractions)

Holiday Seasonal Promotions- November 17-January 1

- Paid Media Campaign
 - Launch Holiday campaign on November 17
 - Focus: holiday travel, connecting with family, shopping trips to NYC, holiday festivities. Leverage customer attention to stimulate repeat business during low demand season. Gift cards present the opportunity to boost revenues beyond ticket sales at a time when passengers may have a higher willingness to spend. An “awareness spend” on the marketing side – advertising low fares in January and February during November/December.
 - Monthly paid media performance recaps
 - Build out winter campaign
 - Design and print winter-themed poster for Amtrak Virginia stations
- Social Media
 - December social media calendar
 - January social media calendar
 - Actively manage social media accounts
 - Monthly social media performance recaps
- Sponsorships
 - Santa Train- December 8 (Staples Mill to Main Street Station)
- Holiday news solo email – flash sales, holiday travel, Santa Train. Deployed early December
- Amtrak Guest Rewards
 - Content for December Amtrak e-statement
 - Content for January Amtrak e-statement
- Amtrak Virginia Sitelet
 - Prepare winter-themed content for Amtrak Virginia sitelet (hero image, fall attractions)

Winter Seasonal Promotions- Mid January-March 1

- Paid Media Campaign
 - Launch winter campaign mid-January
 - Focus: on visiting friends and family, everyday travel, low fares, connection, overcoming the winter blues.
 - Focus on spreading awareness of already low prices, utilizing existing programs (Share Fares, Virginia Anytime, Child’s Discount) – keeping marketing spend low, highlighting existing offers.
 - Attract riders with attractive pricing without diluting existing ridership and revenue.
 - Monthly paid media performance recaps
 - Build out spring campaign
 - Design and print spring-themed poster for Amtrak Virginia stations
- Social Media
 - February social media calendar
 - March social media calendar
 - Actively manage social media accounts

- Monthly social media performance recaps
- Winter Newsletter- deploy early January
- Sponsorships
 - Wine Expo of Virginia sponsorship
- Amtrak Guest Rewards
 - Content for February e-statement
 - Content for March e-statement
 - Content for April e-statement
- Prepare spring-themed content for Amtrak Virginia sitelet (hero image, fall attractions)

Spring Seasonal Promotions- March 4- June 10

- Paid Media Campaign
 - Launch Spring Campaign- March 4
 - Focus: Promote spring travel, spring break, college spring breaks, and prep for summer vacations
 - Monthly paid media performance recaps
 - Build out summer campaign
 - Design and print Summer-themed poster for Amtrak Virginia stations
- Spring Newsletter- Deploy March 4
- Social Media
 - Spring social media influencer to promote spring travel
 - April social media calendar
 - May social media calendar
 - June social media calendar
 - July social calendar
 - Actively manage social media accounts
 - Monthly social media performance recaps
- Sponsorships
 - Ashland Train Day
 - Marine Corps Historic Half Marathon
- Amtrak Virginia Sitelet
 - Prepare summer-themed content for Amtrak Virginia sitelet (hero image, fall attractions)
- Amtrak Guest Rewards
 - Content for May Amtrak e-statement
 - Content for June Amtrak e-statement
 - Content for July Amtrak e-statement

Summer Seasonal Promotions- June 10-September 1

- Paid Media Campaign
 - Launch summer campaign- June 10
 - Pause campaign activity June 30 for end of fiscal year reporting
 - Focus: summer travel, warm weather getaways, college visits,
 - Resume paid media campaign- July 1
 - Monthly paid media performance recap
 - Build out fall campaign
 - Virginia Tourism Guide ad design and placement
 - Design and print fall-themed poster for Amtrak Virginia stations

- Social Media
 - August social media calendar
 - September social media calendar
 - Summer social media influencer
 - Monthly social media performance recap
- Summer newsletter- deploy June 10
- Sponsorships
 - College sports sponsorships
- Amtrak Guest Rewards
 - Content for August Amtrak e-statement
 - Content for September Amtrak e-statement
- Amtrak Sitelet
 - Update summer content for Amtrak Virginia sitelet

EXHIBIT 2
GENERAL TERMS AND CONDITIONS
(FORM PD 100)

[attached]

GENERAL TERMS AND CONDITIONS

The following general terms and conditions shall govern the RFP and any contract that is awarded in connection with the RFP. Each of VPRA and Consultant are referred to herein, individually, as a "Party" and, collectively, as the "Parties." Capitalized terms shall have the meaning set forth herein or elsewhere in the RFP Documents and/or Contract Documents. Terms required by state law or policy are not subject to negotiation or modification.

1. NATURE OF RELATIONSHIP

Consultant shall be acting as an independent contractor. Neither Consultant nor employees of Consultant are employees of VPRA under the meaning or application of any federal or state unemployment or insurance laws or workers' compensation laws, or otherwise. Consultant shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Consultant in the performance of this Contract. Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of VPRA, and Consultant shall have no authority to represent itself as an agent, employee, or in any other capacity of VPRA. Any Consultant employee who is assigned a VPRA email account shall identify the name of the firm under which they are employed in the signature block and shall clearly indicate that they are not employees of VPRA. In addition, while attending any meetings for assignments under this Contract, Consultant employee(s) shall introduce themselves as a Consultant to VPRA while also noting the name of the company they are employed with. For the avoidance of doubt, in no instance, shall Consultant employee(s) identify themselves as employees of VPRA.

2. STANDARD OF CARE

Consultant shall perform all services under this Contract in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline and, in the case of projects using federal funds, consistent with the standards of the federal funding partner (e.g., Federal Railroad Administration (FRA), Federal Transit Administration (FTA), etc.). Consultant warrants and represents that it is skilled in the professional calling necessary to perform the Contract services and that all employees and subconsultants, if any, shall have sufficient skill and experience to perform the services assigned to them. By delivery of completed Work, Consultant certifies that the Work conforms to the requirements of this Contract; all applicable federal, state and local laws; and the professional standard of care. All services shall be subject to the approval of VPRA through its designated representatives.

3. CONSULTANT'S MANAGEMENT OF THE WORK

Consultant shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that it may utilize with the prior written consent of VPRA, using its best skill and attention. Subcontractors who perform Work under this Contract shall be responsible to the Consultant, and Consultant agrees that it is as fully responsible for the acts and omissions of its subcontractors as it is for the acts and omissions of its own employees. The control and supervision of all phases of the services provided by Consultant shall be under the direction of a Project/Contracts Manager. The Project/Contracts Manager shall manage the services provided under this Contract until all services have been completed and shall keep VPRA informed on a regular basis regarding the status and progress of the Contract services.

4. QUALIFICATIONS OF STAFF

A competent staff, adequate in number and experience to perform the described services in the prescribed time, shall be assigned at all times. Job duties and responsibilities of key personnel shall not be delegated to others for the duration of the Contract. If the services covered by this Contract include the practice of architecture, professional engineering, land surveying or certified landscape architecture, Consultant or subcontractor shall have in responsible charge at each place of business a full-time resident Virginia licensed architect, professional engineer, land surveyor or certified landscape architect exercising supervision and control of the services of each profession being practiced. Any personnel or subconsultant,

if any, who fail or refuse to perform the Contract services in a manner acceptable to VPRA, or who are determined by VPRA, in its sole discretion, to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of VPRA. Consultant warrants that it will continuously furnish the necessary personnel to complete the services on a timely basis as contemplated by the Contract.

5. CHANGES IN STAFF

Consultant shall not change or substitute any key personnel including those identified in Consultant's proposal except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved by VPRA. Unauthorized changes to Consultant's team at any time during the Contract may result in termination of services. If extenuating circumstances as listed above require a change, the Consultant shall submit in writing to VPRA's Project Manager, who, in his/her sole discretion, will determine whether to authorize a change, with it being understood and agreed that Consultant will provide VPRA at least thirty (30) days written notice of any request wherever practical. VPRA will have the right to review the qualifications of each individual proposed as a replacement and to approve or disapprove such individual prior to the commencement of any work by such individual. The individual proposed as a replacement shall be equally or more qualified than the key personnel that is being replaced. Consultant acknowledges that the discretionary reassignment of a key personnel to another project of Consultant is not considered extenuating circumstance and will not be permitted.

6. INSURANCE

Consultant shall furnish VPRA with certificates evidencing insurance as specified in the Insurance Requirements provision within RFP Documents on or before the Effective Date of the Contract and prior to beginning any work on the Project. Consultant agrees to maintain all required insurance coverages throughout the life of this Contract and to furnish certificates of coverage upon each renewal. In the event of a non-renewal or cancellation of such required insurance coverage, thirty (30) days written notice must be given to VPRA prior to such non-renewal or cancellation. Should a claim or other legal action be filed against VPRA, and if VPRA in its good faith opinion, believes it may have coverage under any of the insurance required herein, then VPRA has the right to demand, and to receive within a reasonable time period, copies of the insurance policies related to such required insurance without regard to whether Consultant has agreed to fully defend, hold harmless, and indemnify VPRA against any such claim or other legal action. In the event Consultant hires other persons or firms to perform some of the work related to this Contract, Consultant shall ensure, and certify to VPRA in writing that: (i) the acts or omissions of such persons or firms are covered under the above-referenced liability insurance; or (ii) such firms maintain insurance equal to or better than, and subject to the same limits, terms and conditions as, the insurance required of Consultant under this Contract (except for firms which, by the nature of their work, are not be required to carry professional liability insurance); and in either instance, Consultant shall provide, or cause to be provided, evidence of such insurance coverage, reasonably acceptable to VPRA.

7. OPERATING AUTHORITY AND CREDENTIALS OF VEHICLES

Wherever and whenever during the course of performing any Work under this Contract, Consultant will ensure that all vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the *Code of Virginia*.

8. DELIVERABLES

Consultant shall deliver to VPRA the studies, plans, reports, specifications, or other documents and/or materials as are identified in the Scope of Work and as may be more particularly described in any Work Plan or Task Order (the "Deliverables"); and Consultant shall, upon completion of the Work, submit to VPRA all information developed in the course of the Consultant's services. Where applicable, Consultant shall endorse, as required by law, plans and reports prepared under this Contract, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the Commonwealth of Virginia. Consultant shall, upon request by VPRA and upon completion or termination of this Contract, deliver to VPRA all material furnished to Consultant by VPRA. Except as provided for herein or otherwise agreed in writing by the Parties, each and every report, draft, work product, map, record, and other

document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Contract shall be the exclusive property of VPRA.

9. CORRECTION OF ERRORS

Consultant shall check for accuracy any reports, and the design, drafting and details of final plans prior to submission. Consultant will be required, without additional compensation, to correct any errors, including but not limited to omissions, discrepancies and ambiguities, in any services performed in fulfillment of the obligations of this Contract, and shall also reimburse VPRA for any costs incurred. Acceptance of the plans or reports by VPRA shall not relieve Consultant of the responsibility of subsequent correction of errors. Costs incurred by the Consultant in correcting errors in the plans or reports and reimbursing VPRA for costs incurred by VPRA as a result of such error shall be maintained in a separate account. Such account shall be clearly coded and identified, and shall be subject to audit by VPRA. Such costs shall not be billed to VPRA as a direct charge or an overhead item.

10. CHANGES TO THE CONTRACT

VPRA may, at any time, by written order, make any changes in this Contract which either increase or decrease the services hereunder. If such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable increase or decrease in consideration may be made and this Contract shall be modified in writing between VPRA and Consultant. Such written Contract modification shall set forth the proposed changes in services, extension of time for completion and adjustment of the compensation, including net fee, to be paid to Consultant, if any. If the Parties fail to agree upon the adjustment to be made, the Dispute shall be determined as provided in this Contract, but nothing in this section shall excuse Consultant from promptly and diligently proceeding with the prosecution of the services so changed.

11. CONTINGENCY FUND

On Contracts containing a contingency fund, the contingency fund shall not be used without written permission of VPRA. The additional services compensated by application of the contingency fund shall not begin until an agreement has been reached between the Parties with regarding the man-hours and costs required to perform such additional services. If any such additional services are provided prior to an agreement being reached between the parties regarding man-hours and costs, only those man-hours and costs determined to be necessary and reasonable by VPRA will be reimbursed.

12. INVOICING; PERIODIC PAYMENTS

Invoices for services rendered or scheduled shall be submitted by Consultant directly to accountspayable@vpva.virginia.gov. In the event Consultant is unable to email, invoices shall be mailed to 919 E. Main Street, 24th Floor, Richmond, VA 23219, Attn: Accounts Payable Department. Periodic payment of Consultant's invoices will be made within thirty (30) days of receipt by VPRA, subject to adjustment as set forth herein. All invoices shall show the VPRA Contract number, purchase order number, and federal employer identification number for Consultant's firm. Additionally, Consultant's invoices shall include the name of the person who performed the work, a brief description of the services performed and/or the specific task in the Scope of Work to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. Consultant may submit invoices for progress payments no more than once each month and no less than once each calendar quarter for Work performed during such period. VPRA, in its sole discretion, may reject and refuse payment on any invoice that includes charges for Work performed more than 180 days prior to the invoice date. VPRA reserves the right to audit and refuse to process payment should there be findings associated with excessive hours to perform the required task or an excessive number of persons utilized to complete the necessary task.

13. FINAL ACCEPTANCE AND FINAL PAYMENT

Upon receipt of a written notice from Consultant of completion of the services, VPRA will make a review to determine if all Work specified in the Contract has been satisfactorily completed in accordance with the

Contract Documents and applicable standards. If all services have been satisfactorily completed, VPRA will make final acceptance and provide written notification of same to Consultant. If the review discloses that any services, in whole or in part, are not in conformance with the Contract Documents and applicable standards, Consultant shall immediately correct the deficiency. Upon notification of completion or correction of the Work by Consultant, another review will be made that will constitute the final review. In such event, provided the services are in conformance with the Contract Documents and applicable standards, VPRA will make the final acceptance and provide notification to Consultant.

When final acceptance has been duly made by VPRA, Consultant shall submit a final estimate invoice. Upon review and approval of the final estimate invoice by VPRA, Consultant will be paid the entire sum due after previous payments are deducted and other amounts are retained or deducted under the provisions of the Contract. Final payment will become due and the final estimate paid within thirty (30) calendar days after approval of the final estimate invoice. VPRA will notify Consultant in writing when the final payment is made. Payments shall be subject to correction at the time of the final audit.

14. SET-OFF RIGHTS

VPRA shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, VPRA's option to withhold for the purposes of set-off any moneys due to Consultant under this Contract up to any amounts due and owing to VPRA with regard to this Contract, plus any amounts due and owing to the Commonwealth for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

15. AVAILABILITY OF FUNDS; APPROPRIATION

This Contract is contingent upon and subject to the availability and appropriation of sufficient state and/or federal funds. A failure by the Parties to perform any condition on its part to be performed under this Contract as a result of the failure of the General Assembly to appropriate sufficient funds, or the applicable oversight board or funding partner (e.g., FRA, FTA, etc.) to allocate sufficient funds, shall not in any manner constitute a breach or default by the Parties.

16. PROMPT PAYMENT OF SUBCONTRACTORS

Consultant is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) calendar days after Consultant's receipt of payment for that work from VPRA. VPRA does not require retainage to be withheld by Consultant on any subcontracts. If Consultant elects to withhold retainage on subcontracts, Consultant agrees to pay subcontractors all undisputed retainage payments within thirty (30) calendar days of completion of the work, regardless of whether Consultant has received any retainage payment from VPRA. VPRA will notify Consultant and the subcontractor in writing when the services have been satisfactorily accepted. If retainage is not promptly paid, Consultant shall notify VPRA and the subcontractor in writing as to the reasons for not making payment. Consultant shall keep all property of VPRA and such property belonging to any third party which is managed, leased or operated by VPRA, free from all liens arising from services to be furnished in connection with this Contract. VPRA may, as a condition of final payment, require Consultant to submit an affidavit stating that all subcontractors and suppliers, if any, have been paid in full for any goods and/or services provided in connection with this Contract.

17. TAX EXEMPT STATUS

VPRA is exempt from state sales and use tax and federal excise tax. Consultant shall not include in the invoice any taxes imposed by any taxing authority of the state in which the Project is located, or any political subdivision thereof, upon the sale or use of the Work covered by this Contract. Any such sales or use tax, if applicable, shall be paid by Consultant. Consultant shall prepay all freight and transportation charges to the F.O.B point of delivery and such freight charges shall be stated separately, as requested from the sales price of material, so as not to impose any tax upon VPRA. Tax exemption certification shall be furnished to Consultant upon request.

18. SUSPENSION OF WORK

VPRA may, at its sole discretion, suspend any of the Work when determined to be in its best interest to do so. After receiving a suspension notice, Consultant must comply with the notice and cease performance of all Work under the Contract. Suspension of work will not entitle Consultant to any additional compensation. Consultant shall not resume Work unless and until so authorized by VPRA.

19. TERMINATION

19.1 Termination for Convenience

VPRA may cancel this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant. Reasons for such termination shall be left to the sole discretion of VPRA. Upon termination, Consultant will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed up to and including the effective date of termination.

19.2 Termination for Insufficient Funding

VPRA may immediately terminate this contract if the General Assembly fails to appropriate, or the applicable oversight board (i.e., the VPRA board of directors and/or the Commonwealth Transportation Board, depending on the funding source) fails to allocate, sufficient funds to continue the services, or if VPRA fails to receive funding anticipated from any other funding source. VPRA is not obligated to pay for any services that are provided after notice and effective date of termination. However, Consultant will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed up to and including the effective date of termination.

19.3 Termination for Cause

VPRA may, in its sole and absolute discretion, by written notice of default to Consultant, terminate all or any part of this Contract if (a) Consultant fails to perform the Work described herein, within the time specified herein or any extension hereof; (b) Consultant fails to satisfy any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms; (c) Consultant is or becomes insolvent or unable to pay its debts as they become due; (d) any bankruptcy or insolvency proceeding is commenced by or against Consultant; or (e) application is made for appointment of a receiver or custodian for the Consultant or any of Consultant's properties, or for an assignment for the benefit of Consultant's creditors, and in any of these above-described circumstances, does not cure such failure within a period of ten (10) days (or such longer period as VPRA may in its sole discretion authorize in a writing signed by VPRA) after receipt of notice from VPRA specifying such failure. Any termination by VPRA shall be without prejudice to any claims for damages or other rights of VPRA against Consultant. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of VPRA, be turned over to VPRA and become the property of VPRA.

19.4 Termination Necessitated by Standard

Consultant may, at any point, immediately terminate the Contract whenever it determines that the required services would be in violation of law or industry standard. In such instance, Consultant shall provide written notice to VPRA and include the specific law or industry standard that forms the basis for Consultant's determination that it is required to suspend work or terminate the Contract. Upon such termination by Consultant, VPRA shall only be obligated to compensate Consultant for services satisfactorily rendered through the date of termination.

20. EXAMINATION AND AUDIT; RETENTION OF RECORDS

Consultant agrees that VPRA or its designated representative (provided they have executed a

confidentiality/non-disclosure agreement with Consultant) shall have the right to review, photograph, and copy any records and supporting documentation pertaining to performance of this Contract. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of VPRA to audit records and interview staff in any subcontract related to performance of this Contract. It shall be Consultant's responsibility to notify VPRA, in writing, of the completion of that subcontractor's portion of the services so that the records of the subcontractor can be audited within the three (3) year retention period. Failure to do so may result in Consultant's liability for any costs not supported by the proper documentation for the subcontractor's phase of the services. Any overcharges determined as a result of an audit shall be set off against any future invoices of the Consultant, if work is ongoing, or invoiced to Consultant in the event final payment has already been tendered. Invoices for overcharges shall be deemed a debt due VPRA and the Commonwealth and shall be due and payable by Consultant within thirty (30) days of the date of the invoice.

21. DISPUTE RESOLUTION

Upon the occurrence of any Dispute that is not otherwise resolved by the Parties: (a) the Parties must first use all reasonable efforts to resolve the Dispute through a senior representative (b) if the Parties fail to achieve a resolution through a Senior Representative Negotiation, before either Party may institute legal action against the other in connection with the Dispute, the Parties must first attempt to resolve the Dispute by referring the matter to a Mediation. For purposes of this Section 21, "Dispute" shall be defined as "any claim, disagreement or controversy between the Parties concerning their respective rights and obligations under this Contract."

21.1 Senior Representative Negotiations

If either Party notifies the other Party of a Dispute, senior representatives of each Party (with authority to make decisions for the respective Parties) must meet and use all reasonable efforts to resolve the Dispute ("Senior Representative Negotiations"). The Senior Representative Negotiation must commence within thirty (30) days of receipt of notification from a Party initiating a Dispute and will not exceed sixty (60) consecutive days once commenced (or such longer period agreed by the Parties, with such period of negotiation being the "Senior Representative Negotiations Period"). Statements, materials and information prepared for, made or presented at, or otherwise derived from a Senior Representative Negotiation (including any meeting of the senior representatives) are privileged and confidential and may not be used as evidence in any proceedings. If the Senior Representative Negotiation resolves the Dispute, the Parties must record the resolution in writing.

21.2 Mediation

If the Parties are unable to come to a resolution through Senior Representative Negotiations during the Senior Representative Negotiations Period, then either Party may submit such Dispute to mediation proceedings (a "Mediation"). Mediation is intended to assist the Parties in resolving Disputes over the correct interpretation of this Contract.

21.2.1 The mediator must be selected by mutual agreement of the Parties or, if an agreement cannot be reached by the Parties within seven (7) Business Days of submission of the Dispute to Mediation, the mediator will be selected by the American Arbitration Association ("AAA") in accordance with its Commercial Industry Mediation Rules and Procedures then in effect. Any mediator selected by mutual agreement of the Parties or through the AAA selection process must have no current or ongoing relationship with either Party (or an Affiliate of either Party). The Parties agree that only one (1) mediator shall be selected as the AAA mediator.

21.2.2 Each Mediation must: (a) be administered in accordance with AAA's Commercial Industry Mediation Rules and Procedures then in effect; (b) be held in Richmond,

Virginia, unless the Parties mutually agree, in writing, to the Mediation being held in a different location; (c) be concluded within sixty (60) days of the date of selection of the mediator, or within such other time period as may be agreed by the Parties (acting reasonably having regard to the nature of the Dispute). The Parties shall share the mediator's fee and any filing or administrative fees equally. No mediator will be empowered to render a binding decision as to any Dispute. Any Mediation will be nonbinding.

22. FORUM AND VENUE

Any and all Disputes arising out of or in connection with this Contract, or any performances made hereunder that are not otherwise resolved through Senior Representative Negotiations or Mediation, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the City of Richmond, Virginia or the United States District Court for the Eastern District of Virginia, Richmond Division. The Consultant accepts the personal jurisdiction of such court and waives all jurisdiction and venue-related defenses to the maintenance of such actions.

23. GOVERNING LAW

The validity, performance, and construction of the solicitation and this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to its choice of law provisions. No doctrine of choice of law shall be used to apply any law other than that of the Commonwealth of Virginia, and no defense, counterclaim or right of set-off given or allowed by the laws of any other state or jurisdiction, or arising out of the enactment, modification or repeal of any law, regulation, ordinance or decree of any foreign jurisdiction, be interposed in any action hereon.

24. NOTICES

Any notice required pursuant to the Contract shall be in writing and sent by registered or certified mail, return receipt requested, or by courier, express or overnight delivery, and by confirmed e-mail at the addresses of the Point of Contact designated by the Parties. In the event of notice to VPRA, a copy shall also be contemporaneously transmitted to its General Counsel. The date such notice shall be deemed to have been given shall be the Business Day of receipt if received during business hours, the first Business Day after the Business Day of receipt if received after business hours on the preceding Business Day, the first Business Day after the date sent by courier, express or overnight ("next day delivery") service, or the third Business Day after the date of the postmark on the envelope if mailed, whichever occurs first. As used herein, "Business Day" shall mean that day that is neither a Saturday, a Sunday nor a day observed as a legal holiday by the Commonwealth of Virginia or the United States Government.

25. COMPLIANCE WITH ALL LAWS AND REGULATIONS

Consultant shall comply with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules, and regulations, as well as any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in the Contract. Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations, and all orders, decrees, and guidance of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on this Contract, or which in any way affect the conduct of the services provided by Consultant. If any discrepancy or inconsistency is discovered between this Contract and any such law, ordinance, regulation, order, or decree, Consultant shall immediately report the same to VPRA in writing. To the extent required for the Work, Consultant shall secure and obtain any and all permits, licenses, and consents as may be necessary.

26. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code Virginia* or as otherwise required by law. Any business entity described above that enters

into a contract with VPRA shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provision of this section.

27. NON-DISCRIMINATION PROVISION

The Consultant shall comply with the provisions of the Virginians with Disabilities Act, Sections 51.5-40 through 51.5-46 of the Code of Virginia (1950); Further, pursuant to Va. Code § 2.2-4201, in every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of the Contract, Consultant agrees as follows:

1. Consultant 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. Consultant, in all solicitations or advertisements for employees placed by or on behalf of Consultant, will state that Consultant is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
3. If Consultant employs more than five employees, Consultant shall (i) provide annual training on Consultant's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post Consultant's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that Consultant owns or leases for business purposes and (b) Consultant's employee handbook.
4. The requirements of these provisions A. and B. are a material part of the Contract. If Consultant violates one of these provisions, VPRA may terminate the affected part of the Contract for breach, or at its option, the whole Contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

B. Consultant will include the provisions of subdivisions 1-3 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or supplier.

28. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this Contract, Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

29. DRUG FREE WORKPLACE

Consultant acknowledges and certifies that they understand that the following acts by Consultant, its employees, and/or agents performing services on state property are prohibited: The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes). Consultant further acknowledges and certifies that they understand that a violation of these prohibitions constitutes breach of contract and may result in default action being taken by VPRA in addition to any criminal penalties that may result from such conduct. During the performance of this Contract, Consultant agrees to provide a drug-free workplace for Consultant's employees.

30. OCCUPATIONAL SAFETY AND HEALTH STANDARDS

Consultant shall not require any individual employed in the performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under the Occupational Safety and Health Standards promulgated by the United States Secretary of Labor. This provision shall be made a condition of any subcontract entered into pursuant to this Contract. In addition, Consultant shall abide by the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia (1950), as amended, and will fulfill the duties imposed under Section 40.1-51.1 of the Code of Virginia. Any violation of the aforementioned requirements or duties which is brought to the attention of Consultant by any person shall be immediately abated.

31. CRITICAL INFRASTRUCTURE INFORMATION/SENSITIVE SECURITY INFORMATION (CII/SSI)

The required services may involve the handling of Critical Infrastructure Information/Sensitive Security Information (CII/SSI) material. Firm(s) handling CII/SSI material will be required to sign non-disclosure agreements. Individuals with the firm(s) that handle CII/SSI material will be required to sign non-disclosure agreements. Once negotiations have been completed and prior to executing a contract, personnel handling CII/SSI material, visiting Critical Infrastructure (CI) facilities or performing bridge/tunnel inspections may be required to pass a fingerprint-based Criminal History Background Check (CHBC). An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the selection and offerors will be allowed to replace those individuals. However, if key personnel fail the fingerprint-based CHBC, the selection may be cancelled and negotiations begun with the next ranked offeror. VPRA reserves the right to conduct fingerprint-based CHBC on all employees of Consultant, on any employees of sub-consultants or on any proposed replacements during the term of the Contract who will be involved in this Project. All costs associated with the fingerprint-based CHBC are the responsibility of Consultant. A VPRA issued photo-identification badge is required for each employee of Consultant or any sub-consultant who will need access to VPRA CI facilities or who will be performing bridge/tunnel inspections. Based upon the results of the fingerprint-based CHBC, VPRA reserves the right to deny issuance of a VPRA security clearance or a VPRA issued photo-identification badge.

32. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

Consultant assures that information and data obtained as to personal facts and circumstances related to VPRA will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without VPRA's written consent and only in accordance with federal law or the Code of Virginia. Consultants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VPRA of any breach or suspected breach in the security of such information. Consultant shall allow VPRA to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Consultants, subconsultants and their respective employees working on this Contract may be required to sign a confidentiality statement.

33. INTELLECTUAL PROPERTY RIGHTS

33.1 Rights, Generally

All rights in intellectual property developed or created pursuant to this Contract shall be the sole property of VPRA and deemed part of the Contract Deliverables. For purposes of this Contract, "Intellectual property" includes all inventions subject to the U.S. Patent System (including but not limited to new processes, materials, compounds and chemicals), and all creations subject to the U.S. Copyright Act of 1976 (including but not limited to printed material, software, drawings, blueprints, and compilations such as electronic databases). All copyrightable material created pursuant to this Contract shall be considered work made for hire and shall be considered part of the Contract Deliverables. Neither Party intends any copyrightable material created pursuant to this Contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If the whole or any part of any such copyrightable material cannot be deemed work made for hire or is deemed a joint work, Consultant agrees to assign, and does hereby irrevocably

assign, its entire copyright interest therein to VPRA and shall execute and deliver such further documents as VPRA may reasonably request for the purpose of acknowledging or implementing such assignment. Consultant warrants that no individual, other than regular employees of Consultant or VPRA working within the scope of their employment, shall participate in the creation of any intellectual property pursuant to this Contract unless such individual and his or her employer, if any, have signed an intellectual property agreement satisfactory to VPRA.

33.2 Exceptions and Exclusions

Notwithstanding the foregoing, Consultant shall retain all right, title and interest in and to any intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract, created, acquired, or licensed separately from the Contract, or created in performance of the Contract but not identified as a Contract Deliverable, including any modifications, enhancements, improvements, or derivative works thereof (collectively referred to herein as, "Consultant Property"). To the extent that Consultant Property is contained in any of the Contract Deliverables, upon full and final payment, Consultant grants VPRA, under Consultant's intellectual property rights in such Consultant Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such Consultant Property solely in connection with VPRA's use of the Deliverables. Further, VPRA agrees that nothing in this Contract shall prevent Consultant from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of services and that are not unique to VPRA (collectively, "Residual Knowledge") to perform similar services and develop similar work product, results, or technology as that performed or developed under the Contract. Consultant reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in this Contract.

34. COVENANT REGARDING BROKERAGE

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than subconsultants identified in this Contract or a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VPRA shall have the right to void this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

35. TESTIMONY

In the event that the testimony of Consultant is required in any legal proceeding in connection with claims brought against or prosecuted by VPRA, Consultant agrees to appear as a witness on behalf of VPRA. Payment for appearance will be based on the approved current hourly salary rate and daily per diem rate for each eight-hour day's preparation for, or attendance in, court and one-fourth of this sum for each two hours or fraction thereof.

36. CONFIDENTIAL RELATIONSHIP; PUBLICITY

Consultant shall keep in strictest confidence, and treat as proprietary all information that may be acquired in connection with, or as a result of, this Contract. During the term of the Contract and at all times thereafter, Consultant shall not, without the prior written consent of VPRA, publish, communicate, divulge, or use (except in the performance of the Contract itself) any such information unless it is in the public domain. Except as required by any applicable law, regulation or judicial process, Consultant shall not release any information concerning the Contract or disclose or use VPRA's name for purposes of advertising or soliciting business, including, but not limited to, press releases, social media posts, brochures, photographs, or verbal announcements without the prior written permission of VPRA.

37. STRICT LOYALTY

Consultant acknowledges its duty of loyalty to VPRA and covenants to conduct itself in accordance with such duty. Consultant and its employees shall avoid all circumstances and actions that would place Consultant in a position of divided loyalty with respect to the obligations undertaken under this Contract.

38. INDEMNIFICATION

Subject to state law or regulation (inclusive of Va. Code § 11-4.4, whenever applicable), Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless the Commonwealth of Virginia, VPRA, CSX Transportation, Inc., Norfolk Southern Railway Company, and National Railroad Passenger Corporation, together with their officers, employees, and affiliates (collectively, the "VPRA Indemnitees") from suits, claims, actions, damages and costs, of every name and description arising from the Work under this Contract. This obligation shall include the cost of attorneys' fees, disbursements, costs and other expenses incurred in connection with such suits, actions or proceedings. VPRA may retain such monies from the amount otherwise due Consultant as may be necessary to satisfy any claim for damages recovered against the VPRA Indemnitees relative to the project. Acceptance of the services by VPRA shall not waive any of the rights of VPRA contained in this section nor release or absolve the Consultant from any liability, responsibility or duty contained herein.

39. LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Contract, is limited to the amount of direct damage actually incurred. To the extent permitted by applicable law, neither Party will be liable to the other under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract.

40. FORCE MAJEURE

A Party shall not be in default for any failure to perform any of its obligations under the Contract if such failure arises from any cause that could not have been prevented by means reasonably available to the Party and that was beyond the control of and without the fault or negligence of the Party. Such causes include but are not limited to: acts of God or of the public enemy; acts of Government in either its sovereign, legislative or contractual capacity; fire; flood; landslide; earthquake; epidemic; pandemic; quarantine restrictions; freight embargo; sabotage; or unusually severe weather. The affected Party shall, as soon as reasonably possible, give Notice to the other, including all relevant information that it has available, regarding any such actual event that is impacting or any potential event that threatens to impact the affected Party's performance of its obligations under the Contract.

41. ASSIGNMENT AND SUBCONTRACTING

Any Contract awarded or any interest thereunder shall not be assigned, subcontracted, or transferred, in whole or in part, by Consultant without the prior written consent of VPRA. Consultant shall not assign any monies due or to become due to it, without the prior written consent of VPRA. No assignment shall relieve Consultant from its obligations under the Contract. This Contract shall inure to the benefit of and shall be binding upon the personal representatives and legal successors of the respective Parties hereto. Nothing contained in this Contract is intended or shall be construed to inure to the benefit of any person or entity other than the Parties hereto and their legal successors.

42. DUTY TO COOPERATE ON FUNDING OPPORTUNITIES

VPRA seeks to maximize funding opportunities pertaining to its projects and the Work included in this Contract may become eligible for a grant and subject to certain requirements of a funding sponsor. Consultant agrees to work cooperatively and creatively with VPRA in connection with any grant application

submittals to VPRA's funding partners. Consultant further agrees to fully comply with any terms and conditions required as a result of VPRA's participation in a grant.

43. REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, all rights, powers and privileges conferred hereunder upon the Parties hereto shall be cumulative and in addition to all other rights, powers, and remedies hereunder and those available at law or in equity. All such rights, powers, and remedies may be exercised separately or at once, and no exercise of any right, power or remedy shall be construed to be an election of remedies or shall preclude future exercise of any or all other rights, powers, and remedies granted hereunder or available at law or equity, except as provided herein.

44. NO WAIVER

Except as otherwise expressly provided herein, neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

45. ENTIRE AGREEMENT

This Contract contains the entire agreement of the Parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein or incorporated herein by reference with respect to the subject matter hereof, shall be of any force or effect. Any previous agreements or understandings among the Parties regarding the subject matter hereof are merged into and superseded by this Contract.

46. AMENDMENTS

No amendment to the Contract shall be binding on the Parties hereto unless such amendment is in writing and is executed by an authorized representative of the Party against whom enforcement of such amendment is sought.

47. SOVEREIGN IMMUNITY

VPRA, specifically and the Commonwealth of Virginia generally, neither waive nor abrogate their sovereign immunity, in part or in whole, in any manner, under any theory, hereunder. Notwithstanding the foregoing, VPRA agrees and acknowledges that the Contract constitutes a legal, valid, and binding obligation of VPRA, enforceable against VPRA in accordance with its terms, except as enforceability may be limited or otherwise affected by (i) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (ii) principles of equity, whether considered at law or in equity, and (iii) the sovereign immunity of the Commonwealth of Virginia; provided that sovereign immunity shall not bar an action to enforce a claim based on a breach of this Contract presented in accordance with the law of the Commonwealth of Virginia.

48. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any provision of this Contract void, shall not affect the validity or enforceability of any other provision. Any such provision shall be severed from the Contract and the remainder shall be construed and enforced as if it did not contain it.

END OF DOCUMENT

EXHIBIT 3

Insurance Requirements

[attached]

INSURANCE REQUIREMENTS

Consultant, at its sole expense, shall procure and maintain the types of insurance specified below (or cause others to procure the types and amounts of insurance specified below as appropriate) subject to any conditions noted therein. Consultant shall have its insurance broker or insurance company submit a certificate of insurance giving evidence of the relevant coverage types and amounts set forth below, prior to commencing the corresponding Work under the Contract. All required insurances shall contain a waiver of subrogation provision in favor of the Commonwealth of Virginia, Virginia Passenger Rail Authority, CSX Transportation, Inc., and National Railroad Passenger Corporation.

1. **Workers' Compensation** for all of its employees engaged in the Project as required by Chapter 8 of Title 65.2 of the *Code of Virginia* (1950), as amended.
2. **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.
3. **Commercial General Liability Insurance** including coverage for premises and operations, independent contractors, personal injury, and broad form contractual liability of limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate applicable on a per project basis. Policy must include a CG 24 17 Contractual Liability – Railroads endorsement. The Commonwealth of Virginia, Virginia Passenger Rail Authority, CSX Transportation, Inc., and National Railroad Passenger Corporation are to be named as an additional insured on a primary, non-contributory basis.
4. **Automobile Liability Insurance** with a limit of at least \$1,000,000 combined single limit for bodily injury and property damage covering all owned (if any), non-owned, hired, or borrowed vehicles on site or off. The Commonwealth of Virginia, Virginia Passenger Rail Authority, CSX Transportation, Inc., and National Railroad Passenger Corporation are to be named as an additional insured on a primary, non-contributory basis.
5. **Umbrella/Excess Liability Insurance** in excess of the underlying limits noted above for all the above mentioned policies in the amount of \$5,000,000 per occurrence and in the aggregate. Such policy(ies) shall apply without any gaps in the limits of coverages and be at least as broad as and follow the form of underlying primary coverages required herein. The Commonwealth of Virginia, Virginia Passenger Rail Authority, CSX Transportation, Inc., and National Railroad Passenger Corporation are to be named as an additional insured on a primary, non-contributory basis.
6. **Professional Liability Insurance** covering liability for acts, errors, or omissions arising in connection with professional services, for not less than \$2,000,000 with respect to any one claim and in the aggregate.
7. **Cyber Liability Insurance** with limits not less than \$2,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information,

alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

END OF DOCUMENT

EXHIBIT 4

**CONTRACT FOR CONSULTANT SERVICES
(FORM PD 04)**

[attached]

CONTRACT FOR CONSULTING SERVICES

Contract Id No. [insert number]

This Contract for Consulting Services ("Contract") dated this ____ day of _____, 202__ is made and entered into between the VIRGINIA PASSENGER RAIL AUTHORITY, a political subdivision of the Commonwealth of Virginia ("VPRA") and _____, a [specify entity type (e.g., limited liability company, corporation, etc.)], organized under the laws of [specify state], and authorized to transact business in the Commonwealth of Virginia ("Consultant").

WITNESSETH:

WHEREAS, pursuant to its enabling legislation (Va. Code § 33.2-287 *et seq.*), VPRA is, among other things, expressly authorized to procure goods and services and to make and enter into contracts necessary and or incidental to the performance of its duties;

WHEREAS, in accordance with its Procurement Rules, VPRA issued a solicitation for the above-numbered Contract and received proposals from offerors determined to be responsive and responsible; and

WHEREAS, upon consideration of the evaluation criteria set forth within the RFP Documents (defined below), VPRA has determined that Consultant possesses the requisite skill, experience, ability, background, certification, and knowledge to provide the services described in this Contract and desires to retain Consultant to render services under the terms and conditions set forth in this Contract;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

ARTICLE 1

PROJECT TITLE/DESCRIPTION

The project or program that is the subject this Contract (the "Project" or "Program") is hereby identified as follows:

Project/Program Title: [specify]

General Description of Services: [specify]

ARTICLE 2

SERVICES

Consultant shall furnish services required for the Project as outlined in the Scope of Work negotiated and agreed to by the Parties and as may be more particularly described in any Work Plan and/or Task Order that may be issued under the Contract (the "Work"). All such Work shall be delivered in conformance with the Contract Documents and the requirements set forth in any Work Plan and/or Task Order. VPRA may, in its sole discretion, elect to delete certain tasks/services set forth within the Scope of Work.

No Additional Services shall be rendered by Consultant unless such Additional Services are first approved by written amendment to this Contract. As used herein, "Additional Services," means any work that is determined by VPRA to be necessary for the proper completion of the Project, but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at time for execution of this Contract. Compensation for any authorized Additional Services shall be in accordance with the terms of the agreed Fee Schedule, inclusive of any adjustments made thereto with respect to any Renewal Term.

Consultant acknowledges and agrees that this Contract and the provision of services hereunder are nonexclusive and that VPRA may enter into similar agreements with other entities for the provision of similar services.

ARTICLE 3

TERM; COMMENCEMENT OF WORK

The initial term of this Contract ("Initial Term") shall commence on the date this Contract is fully executed by the parties and shall continue in effect for _____ unless sooner terminated as provided for in this Contract. Where authorized, the Director of Procurement may extend the term of this Contract with the extension (the "Renewal Term") to commence upon the expiration of the Initial Term or any prior Renewal Term.

No Work shall commence until such time as the Director of Procurement or his/her designee has issued a written notice to proceed ("Notice to Proceed") to Consultant. Under no circumstances shall VPRA be liable for any services rendered unless and until the Notice to Proceed has been issued. Consultant must acknowledge receipt of the Notice to Proceed. In its sole discretion, VPRA may elect to issue a "Preliminary" or "Emergency" Notice to Proceed.

ARTICLE 4
PAYMENT OF FEES AND COSTS

Subject to the terms set forth in the Contract Documents, VPRA will compensate the Consultant for the Work in accordance with the Fee Schedule negotiated and agreed to by the parties and made a part of the Contract Documents. For any Renewal Term, the Director of Procurement or designee and Consultant shall negotiate and agree upon any adjustment to the billing rates set forth in the Fee Schedule, prior to commencement of any Renewal Term.

Invoicing and payment will be governed by Article 12 of the General Terms and Conditions (Form PD 100) attached hereto and made a part of the Contract Documents. For the sake of clarity, any payment terms set forth in Consultant's Proposal which in any way deviate from or otherwise conflict with VPRA's General Terms and Conditions (Form PD 100) will be deemed a nullity and of no legal effect.

Reimbursable costs shall include mileage, parking (as needed), and travel [expand to include other direct costs where applicable]. Consultant shall not be reimbursed for any other 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's nearest office.

ARTICLE 5
INSURANCE

Consultant agrees to maintain insurance in accordance with the requirements and specifications set forth in the Insurance Requirements attached hereto and made a part of the Contract Documents, subject to any agreed exceptions and modifications as may be set forth herein. In executing this Contract, Consultant warrants and represents that the certificates of coverage furnished to VPRA remain in full force and effect as of the Effective Date of this Contract.

ARTICLE 6
CONTRACT DOCUMENTS

The following documents, listed in order of priority in case of a conflict between or among them, are incorporated by reference into this Contract as if set forth fully herein and, together with this Contract, comprise the "Contract Documents":

- a. Agreed Exceptions to RFP Documents;
- b. Designation of Confidential/Proprietary Information (Form PD 25) [if applicable];
- c. Scope of Work [Statement of Needs];
- d. Agreed Fee Schedule [designate (Form PD 70) or (Form PD 71)];
- e. General Terms and Conditions (Form PD 100);
- f. Insurance Requirements;
- g. Consultant's Approved Small Business Subcontracting Plan (Form PD 60);
- h. Monthly Small Business Subcontracting Plan (Form PD 61);
- i. Consultant's Proposal dated [redacted];
- j. Request for Proposals [specify RFP no.] dated [specify] (inclusive of all attachments, exhibits, and addendum) (collectively, the "RFP Documents"); and
- k. [list additional materials where applicable].

Capitalized terms shall have the meaning set forth within the Contract Documents, and if not defined therein, the meaning that is generally recognized within industry.

ARTICLE 7 **CONTRACT REPRESENTATIVES**

The respective Points of Contact for the parties and related contact information, including the places for delivery of notice, are as designated below:

For VPRA:

Virginia Passenger Rail Authority
Attn: Haley Glynn, Passenger Rail Marketing Manager
919 East Main Street, Suite 2400
Richmond, VA 23219
Phone: (804) 385-4006
Email: haley.glynn@vpra.virginia.gov

Any notice tendered to VPRA in accordance with the Contract shall also be contemporaneously sent by electronic mail to Michael Westermann, General Counsel at: michael.westermann@vpra.virginia.gov.

For the Consultant:

Company Name:
Address:

Point of Contract:
Phone:
Email:

EACH PARTY SHALL NOTIFY THE OTHER PARTY PROMPTLY OF ANY CHANGES IN THEIR CONTACT INFORMATION. UNLESS AND UNTIL NOTICE OF THE NEW ADDRESS OR POINT OF CONTACT IS GIVEN IN THE MANNER REQUIRED FOR NOTICE, A NOTICE TO SUCH PARTY IS SUFFICIENT IF GIVEN CONSISTENT WITH THE INFORMATION SET FORTH HEREIN.

ARTICLE 8

ADDITIONAL TERMS AND CONDITIONS

Subject to any negotiated exceptions between the parties, this Contract is to be governed by certain standard General Term and Conditions and where applicable, certain Special Terms and Conditions, Special Provisions, and/or Supplemental Specifications. Such additional terms and conditions as applicable to the Contract are identified in Article 6 of the Contract and made a part of the Contract Documents.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES TRUE AND COMPLETE

All representations and warranties of Consultant in this Contract are true, accurate and complete in all material respects as of the Effective Date of this Contract.

ARTICLE 10

COUNTERPARTS/FACSIMILE OR ELECTRONIC EXECUTION

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The facsimile or electronic transmission of the signature of any party executing this Contract on behalf of VPRA or the Consultant to the other party hereto shall constitute an original hereof.

ARTICLE 11

EFFECTIVENESS

This Contract shall be binding and deemed effective when executed by the parties whose signature is provided for on the signature pages hereof (the "Effective Date").

ARTICLE 12
AUTHORITY TO EXECUTE AGREEMENT

Each individual executing this Contract represents that he or she is duly authorized to sign and deliver this Contract on behalf of the party indicated and that this Contract is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates set forth beside their respective signatures.

[SIGNATURES FOLLOW ON SUBSEQUENT PAGE]

For: VIRGINIA PASSENGER RAIL AUTHORITY

By, _____
(signature)

(printed name)

Its, _____
(title)

Dated: _____

For: [specify]

By, _____
(signature)

(printed name)

Its, _____
(title)

Dated: _____

EXHIBIT A

DEFINITIONS

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

A.1 DEFINITIONS

Approved Fee Schedule	The VPRA approved Fully-Loaded Hourly Wage Rates and annual percentage rate increase made a part of the Contract Documents.
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	[insert firm name]
Contract	The written agreement entered into between VPRA and Consultant dated XXX and the Contract Documents as defined in <u>Article 6</u> of the Contract.
Contract Documents	The documents and materials defined in <u>Article 6</u> of the Contract.
Contract Representative	The respective points of contact for the parties as specified in <u>Article 7</u> to the Contract.
Contract Term	The Initial Term and any Renewal 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 as set forth in the Contract Documents.
Key Personnel	The individuals specified in <u>Exhibit D</u> to the Contract.
Notice to Proceed	The written notice issued by VPRA authorizing Consultant to proceed with the Work
Organizational Conflict of Interest Policy	VPRA's policy governing conflicts of interest and which is available at Procurement - VPRA (vapassengerrailauthority.org) .
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 2</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.