



RIDEFINDERS IS
A DIVISION OF GRTC TRANSIT SYSTEM

REQUEST FOR PROPOSALS

Issue Date: **January 5, 2017**

Title: **Creative Services: Television/Radio Commercials**

Issuing and Using Agency: **RideFinders
Attn: Von Tisdale
Executive Director
1013 East Main Street, Richmond, VA 23219**

Proposals for furnishing the services described herein will be received until: **11:00 a.m. local time on January 30, 2017**

All Inquiries For Information Should Be Directed To: ISSUING AGENCY, address listed above at Phone: (804) 643-7433.

Copies of the Request for Proposals documents can be obtained from www.RideFinders.com under the News and Updates section, at RideFinders located at 1013 East Main Street, Richmond, VA 23219 or by emailing cruffin@RideFinders.com with "RFP Documents - Creative Services: Television/Radio Commercials" in the subject line.

IF PROPOSALS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: RIDEFINDERS 1013 EAST MAIN STREET, RICHMOND, VA 23219. The RFP, date and time of proposal submission deadline, as reflected above, must clearly appear on the face of the proposal package.

In Compliance With This Request for Proposals and To All Conditions Imposed Therein and Hereby Incorporated By Reference, the Undersigned Offers and Agrees to Furnish the Goods/Services Described Herein in Accordance with the Attached Signed Proposal or as Mutually Agreed Upon by Subsequent Negotiation.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Zip Code: _____ Name: _____
(Please Print)

Telephone: () _____ Title: _____

Fax Number: () _____ FEI/FIN Number: _____

E-Mail Address: _____

DISADVANTAGED BUSINESS ENTERPRISE: () YES () NO

THIS SOLICITATION CONTAINS 33 PAGES

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DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of RideFinders' determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by RideFinders during the Solicitation period and prior to contract award.

Administrative Change: Documentation provided by RideFinders to Contractor, which reflects internal RIDEFINDERS procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal, the supplemental information, and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Proposer or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Buyer: Individual designated by RideFinders to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by RideFinders, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between RideFinders and the Contractor for completion of the Work under the Contract.

Contract Administrator: The individual designated by RideFinders to administer the Contract and be the Contractor's primary point of contact. The Contract administrator will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with RideFinders for the performance of Services or Work under the Contract.

Cost Analysis: The review, evaluation and verification of cost data and the evaluation of the specific elements of costs and profit. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Day: Calendar Day.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to RideFinders.

DOT: Department of Transportation.

Final Acceptance: The point when RideFinders acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by RideFinders to manage the project on a daily basis and who may represent RideFinders for Contract administration. This Contract may be part of a larger RideFinders project.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Proposers for information and reference in preparing bids but not as part of this Contract.

RFP or Solicitation: Request for proposals. Also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract contained within the Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or RideFinders, as applicable, and means that the Contractor or RideFinders, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information that is submitted to the Contract Administrator in accordance with the Scope of Work/Specifications.

SWaM: Small, Woman- and Minority-owned Business

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

SECTION 1— INSTRUCTIONS TO PROPOSERS

1-1 Introduction

RideFinders, a division of GRTC Transit System, is the Central Virginia regional non-profit ridesharing and transportation demand management (TDM) agency that works to move more commuters in fewer vehicles throughout the Central Virginia region to protect air quality and increase the efficiency of the region's transportation network through the promotion of carpooling, vanpooling, riding transit, biking, walking, teleworking, the Emergency Ride Home (ERH) program and various employer services.

RideFinders' efforts help increase the efficiency of our transportation infrastructure, improve the air we breathe, enhance quality of life, and sustain a healthy economy.

1-2 Purpose

RideFinders is seeking competent, experienced production team and/or creative agency to create a television and radio advertising campaign for RideFinders with a focus brand building by incorporating RideFinders key programs and services through a spirit of creativity and innovation in the final productions to begin airing late April 2017 through October 2017.

The aim of the television and radio advertising campaign is to increase awareness of RideFinders among area commuters as well as create more public engagement and awareness by promoting social media and website platforms.

1-3 Proposal Submission

In order to be considered for selection, Proposers must submit a complete sealed written response to this RFP. One original of each proposal and one copy must be submitted to RideFinders in addition to one electronic version on a compact disc (CD) or USB flash drive. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. The package containing the proposal must be clearly marked with the words "Proposal for Creative Services: Television/Radio Commercials" and the time and date proposals are due.

If no proposal is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the RideFinders advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to notify RideFinders that future solicitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by this solicitation.

1-4 Postponement or Cancellation of Request for Proposals

RideFinders reserves the right to cancel the RFP at any time or change the date and time for submitting proposals by announcing same prior to the date and time established for proposal submittal.

1-5 Proposal Signature

Each proposal shall include the RFP Cover Page signed by a person authorized to bind the proposing firm to the terms of the Contract. Proposals signed by an agent are to be accompanied by evidence of that person's authority, unless such evidence has been previously furnished to RideFinders.

1-6 Addenda

Receipt and review of Addenda by each proposer must be acknowledged on the Addendum Page (Attachment C). All addenda must be signed and returned with each proposers bid.

1-7 Proposed Procurement Schedule

The dates provided below are target dates for the events to occur. RideFinders reserves the right to change these dates at any time.

Request for Proposals Available	January 5, 2017
Deadline for requests for clarification/changes to the RFP and requests for approved equals:	January 17, 2017
Deadline for addenda and responses to approved equal requests:	January 23, 2017
Proposals Due by 11:00 am local time	January 30, 2017
Evaluation of Proposals by selection committee and possible interviews:	January 31 - February 7, 2017
Contract Negotiations	February 8 – 13, 2017
Notice of Award	February 17, 2017
Contract Effective Date	February 24, 2017

1-8 Pre-Proposal Conference

No pre-proposal meeting will be conducted for this procurement.

1-9 Inquiries

The proposer is required to show on all correspondence with RideFinders the following: "Proposal for Creative Services: Television/Radio Commercials." Any communication with RideFinders should be written and directed to: Cherika Ruffin, Program Manager, RideFinders, 1013 East Main Street, Richmond, VA 23219. Written communication may also be forwarded via facsimile to (804) 649-2513 or email to cruffin@ridefinders.com. Correspondence will not be accepted by any other party. Contact with any other person may result in the Proposer being disqualified from consideration.

1-10 Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date set to receive proposals) for a reply to reach proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by RideFinders before the award of the Contract will not be binding upon RideFinders.

1-11 Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection.

If potential proposers believe that their product is equal to the product specified, they must submit a written request to RideFinders on the provided form (Attachment D) and this request will be approved or rejected by RideFinders at least seven (7) calendar days prior to due date of proposals. Requests for approved equals and clarification of specifications must be received by RideFinders in writing a minimum of fifteen (15) days before the proposal opening to allow analysis of the request.

Any request for an approved equal must be fully supported with catalog information, specifications and illustrations, or other pertinent information, as evidence that the substitute offered is equal to or better

than the specification. Where an approved equal is requested, the Proposer must demonstrate the equality of this product to RideFinders to determine whether the Proposer's product is or is not equal to that specified

1-12 Examination of RFP and Contract Documents

Proposers are expected to examine the scope of services required, specifications, schedules, all instructions, and form agreement. Failure to do so will be at the proposer's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services, which the vendor proposes to furnish, must be high quality in all respects. No advantage will be taken by Contractor or vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the provision of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the requirements and understand them.

The submission of a proposal shall constitute an acknowledgment upon which RideFinders may rely that the Proposer has thoroughly examined and is familiar with the solicitation and form agreement, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

1-13 Cost of Proposals

RideFinders is not liable for any costs incurred by Proposers in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

1-14 Samples

Samples of items when called for must be furnished free of expense. Samples must be labeled with the Proposer's name, manufacturer's brand name and number, proposal number, and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after proposal opening date. If instructions are not received within this time, the commodities shall be disposed of by RideFinders.

1-15 Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received at RideFinders office designated in the solicitation after the exact time specified for proposal receipt will not be considered.

1-16 Errors and Administrative Corrections

RideFinders will not be responsible for any errors in proposals. Proposers will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers. RideFinders reserves the right to request an extension of the proposal period from a Proposer or Proposers.

RideFinders reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the proposer must be initialed by the person signing the proposal.

1-17 Compliance with RFP Terms and Attachments

RideFinders intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers shall submit proposals which respond to the requirements of the RFP. An exception is not a response to a RFP requirement. If an exception is taken, a "Notice of Exception" must be submitted with the proposal. The "Notice of Exception" must identify the specific point or points of exception and provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

RideFinders may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Proposer if RideFinders determines that a Contract in the best interest of RideFinders may be achieved. The Notice of Exception will be used as part of RideFinders' evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the form agreement will not be considered after conclusion of the bid process and the award of a contract. Failure to submit a marked-up copy of the form agreement with a bid proposal will be interpreted by RIDEFINDERS as the proposer's acceptance of the form agreement provided herein.

1-18 Proposal Requirements

Proposals shall fully explain their ability to fulfill all requirements described in RideFinders' Statement of Work. They must contain the following items and follow the exact sequence outlined below:

A. Cover Letter, providing the following information:

1. Identification of the proposer(s), including name, address and telephone number of the appropriate contact person at each firm.
2. Proposed working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
3. Signature of a person authorized to bind the proposing firm to the terms of the proposal.

B. RFP Cover Page and Attachments A-I

C. Notice of Exception (if applicable)

D. Service Description: Describe the overall services your agency intends to provide.

E. Organizational Background: Describe your agency's history, services provided, administrative structure, and experience providing similar services. Attach an organizational chart. Include detailed and relevant information that fully demonstrates that the proposer meets the criteria of experience set forth in the following section. Include a narrative description of the proposed offer and a list of services to be rendered. Include material to establish the qualifications of the Proposer to satisfactorily provide the required work.

Identify subcontractors, if any, by company name, address, contact person, telephone number, and function. Provide the same information for each subcontractor as requested above.

Identify any real or perceived conflicts with projects requiring similar advocacy.

- F. Experience Requirements: Proposals should contain information reflecting but not limited to:
- a. Regular and continuous engagement in the business of providing labor relations consulting services for at least five (5) years prior to the date of this RFP issue;
 - b. Knowledge of and experience in current employer-employee relations practices, trends and major problems, principles of labor negotiations, applicable federal and state laws, public sector labor practices, structure and operation of local government, and employee benefit and retirement programs.
 - c. High level skill and demonstrated experience in (1) standard principles of the collective bargaining process in the public sector, (2) serving as negotiator for labor negotiations and settlements, (3) establishing cooperative labor-management relationships, (4) working cooperatively and discreetly with elected and appointed officials and staff, (5) dispute resolution, and (6) written and oral communication including the development of contract language.
- G. Staffing: List the staff anticipated to perform the services including disciplines and degrees, as appropriate. Indicate the qualifications, training and experience of each team member, and provide a list of similar services performed during the past year by the proposed staff, with the name of the cities, counties and other government agencies, and or business entities, and a brief description of the scope of work.
- H. References: Provide a sample list of similar projects that you have undertaken (including current status of the project) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the person(s) at the purchaser's organization who is the most knowledgeable about the work performed.
- I. Pricing Plan
- Proposers shall identify all staff positions by person and actual hourly rates in Attachment B – Price Proposal for the potential services described in the Scope of Work. Final pricing/rates will be addressed in the negotiation phase. Transportation cost, travel, and per diem rates must not be included in determining hourly rates.

1-19 Collusion

The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer, and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit, or cost element of any proposal price (Attachment G). Failure to submit the signed affidavit at the time of proposal opening shall be grounds for disqualification of the proposer's offer.

If RideFinders determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. RideFinders' determination shall be final.

1-20 Pricing, Taxes and Effective Date

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of RideFinders. Any items omitted, which are clearly necessary for the provision of service, will be considered a portion of such specifications, although not directly specified.

Price proposals shall include all applicable freight charges, FOB to the designated delivery points.

RideFinders is exempt from payment of Federal, Excise and Transportation Tax, and Virginia Sales, Excise and Use Tax. Proposers will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

The price quoted by the proposing firms will not change for a period of ninety (90) days, beginning from the date the proposal is opened.

1-21 Rejection of Proposals

RideFinders reserves the right to reject any or all proposals and waive any minor informalities or irregularities.

1-22 Exclusionary or Discriminatory Specifications

RideFinders agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. RideFinders further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

1-23 Protest Procedures

Any protest or objection to the Conditions and Specifications will be submitted for resolution to RideFinders Executive Director. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by RideFinders if it is insufficiently supported or if it is not received within the specified time limits.

All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to RideFinders Executive Director no later than seven (7) calendar days prior to the specified proposal opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to RideFinders Executive Director within five (5) business days after notification of Contract award. All protests will be considered by the Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Chief Executive Officer, Chief Operating Officer, and the Legal Counsel for RideFinders. No further appeals will be considered by RideFinders. The proposer may file a protest with FTA provided that the proposal complies fully with the requirements of FTA Circular 4220.1F.

A. Protest Bond

Any proposer wishing to protest the awarding of a contract by RideFinders to the apparent most responsive and responsible proposer will be required to furnish, at its own expense, a protest bond in the amount of one-half of one percent (.5%) of the total bid before RideFinders will consider the protest. This protest bond will serve as a guarantee by the proposer of the validity and accuracy of the protest. Failure to provide this bond may result in RideFinders denying the proposer's protest. If the Protest Review Board denies the proposer's protest, the bond will be used by RideFinders to recover the costs and damages incurred because of the protest and the resulting delay in the provision of services. The bond will be either a cashier's check or certified check made payable to RideFinders

B. Review Process

Except as otherwise provided in this Contract, any Protest concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by a Protest Board comprised of RideFinders Executive Director, GRTC's Chief Executive Officer, Chief Operating Officer, and Legal Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be

afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a Protest hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.

This clause does not preclude consideration of law questions in connection with decisions provided for in this clause, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

1-24 Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, RideFinders may consider proposal alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in RideFinders' best interests. Proposal alternatives must be clearly identified.

1-25 Disadvantaged Business Enterprises (DBE) & Small, Women, and Minority Businesses (SWAM)

It is the policy of RideFinders that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of federally funded contracts. Also RideFinders encourages the utilization of Small, Women, and Minority (SWAM) Businesses to participate.

A list of certified DBE and SWAM firms are maintained on the Virginia Department of Minority Business Enterprise's (DMBE) website at www.dmbc.virginia.gov under the DBE and SWAM Vendor Links.

Proposers are encouraged to take all necessary and reasonable steps to ensure that DBE firms have a maximum opportunity to compete for and perform services on the contract. If the proposer intends to subcontract a portion of the services on the project, the proposer is encouraged to seek out and consider DBE firms as potential subconsultants.

No DBE goal was established for this solicitation. Any DBE participation on the contract will be counted as race-neutral DBE participation.

SECTION 2 – PROPOSAL EVALUATION & CONTRACT AWARD

2-1 General

Any contract resulting from this solicitation will be between RideFinders and the Contractor responsible for providing the goods and/or performing the services described herein. RideFinders is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Statement of Work have not been written with this intent.

RideFinders shall employ the competitive negotiation purchase method in making the award for this procurement. Technical information and price information will be evaluated concurrently.

Offerors will be required to submit supporting documentation on the technical aspects and cost. The Evaluation Committee may elect to interview proposers in order to clarify their proposals and/or for the Proposers to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. RideFinders expects all offerors to fully cooperate with its evaluation process.

2-2 Eligibility for Award

In order to be eligible for award, proposers must be responsive and responsible.

- A. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.

- B. Responsible proposers are those prospective Contractors who, at a minimum, must:
1. Have adequate financial resources, as required during performance of the Contract.
 2. Are able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
 3. Have a satisfactory record of past performance.
 4. Have necessary technical capability to perform.
 5. Certify that they are not on the U.S. Comptroller General's list of ineligible Contractors.
 6. Are qualified as a regular provider of the services being offered.
 7. Allow RideFinders or designated third party to conduct a Pre-Award Audit to verify accuracy of Buy-America certification in accordance with 49 CFR 663.
 8. Are otherwise qualified and eligible to receive an award under applicable laws and regulations.

2-3 Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each proposer will be ranked in numerical sequence, from the highest to the lowest score. RideFinders may then select the proposal that is considered to be the most advantageous to RideFinders.

2-4 Scoring and Evaluation Criteria

The statement of work, as amended through the request for approved equal or exception process, and any addenda thereto, set forth the minimum requirements of the components, warranty, service, support, and other deliverables RideFinders requires through this procurement.

The award of this contract shall be made to the offeror whose proposal, in the opinion of RideFinders, best meets the established criteria listed herein. Proposer's level of response to requested information will be considered throughout the scoring process. The evaluation criteria and corresponding weight of each are listed as follows:

- A. Service Description (15%)
- B. Organizational Background (10%)
- C. Experience Requirements (20%)
- D. Staffing (20%)
- F. References (15%)
- G. Pricing Plan (20%)

2-5 Competitive Range

The competitive range is determined through a preliminary evaluation of proposals, which applies the evaluation criteria as set forth above. The groups remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer, or negotiations.

2-6 Negotiations

RideFinders may undertake concurrent negotiations with proposers determined to be within a

competitive range. RideFinders does, however, reserve the right to award a contract based on the original proposal without any negotiations. The decision to award without negotiation may be made by RideFinders if, in the sole opinion of RideFinders, preliminary evaluation of the proposals received indicates that the best achievable and technically acceptable proposal has been received.

Concurrent negotiations with all proposers whose proposals are within the competitive range may be conducted by RideFinders. Negotiations may be entered with one or more proposers to finalize contract terms and conditions. In the event negotiations are not successful, RideFinders may initiate negotiations with the next ranking proposer or reject proposals.

Negotiation of a Contract will be in conformance with all applicable federal, state, and local laws, regulations, rules, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract.

Upon completion of negotiations, the proposal that best meets the requirements of the RFP and ranks the highest evaluation score earned by its proposal based on the evaluation criteria shall be recommended to RideFinders' Board of Directors as the successful proposer for award.

2-7 Cost or Price Analysis

RideFinders reserves the right to conduct a cost or price analysis for any purchase. RideFinders may be required to perform a cost analysis when competition is lacking for any purchase. Sole source procurements which result in a single proposal being received will be subject to a cost analysis which will include the appropriate verification of cost data, the evaluation of specific elements of costs and the projection of data to determine the effect on proposal prices. RideFinders may require a Pre-Award Audit and potential Contractors shall be prepared to submit data relevant to the proposed work which will allow RideFinders to sufficiently determine that the proposed price is fair, reasonable, and in accordance with Federal, State and local regulations. Procurements resulting in a single proposal will be treated as a negotiated procurement and RideFinders reserves the right to negotiate with the single proposer to achieve a fair and reasonable price. If a negotiated price cannot be agreed upon by both parties, RideFinders reserves the right to reject the single proposal. Contract change orders or modifications will be subject to a cost analysis.

If only one proposal is received in response to the RFP, a detailed cost proposal and analysis of three (3) contracts, if available, awarded to the proposer within the past two (2) years may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

2-8 Contract Award

Contract award, if any, will be made by RideFinders to the responsible Proposer whose proposal best meets the requirements of the RFP, and will be the most advantageous to RideFinders with respect to operational plan, quality, and other factors as evaluated by RideFinders. RideFinders shall have no obligations until a Contract is signed between the Proposer and RideFinders.

2-9 Term

1. This Agreement shall be effective as of the Effective Date and, unless earlier terminated or cancelled, shall continue in effect for three Contract Years thereafter (the "Initial Term").
2. At the end of the Initial Term, this Agreement shall expire unless RideFinders, in its sole discretion, provides written notice to Contractor of its intent to renew this Agreement for an additional period of one Contract Year[s] (a "Renewal Term"). At the end of the first Renewal Term, this Agreement shall expire unless RideFinders, in its sole discretion, provides notice to Contractor of its intention to continue this Agreement for an additional Renewal Term.
3. RideFinders S may elect to renew this Agreement for one Renewal Term following the first Renewal Term. For the avoidance of doubt, in no event shall the Term hereof exceed five Contract Years.

4. RideFinders' notice(s) of its intention to continue this Agreement may be provided to Contractor at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable.

2-10 Termination and Cancellation

1. RIDEFINDERS Rights of Termination

RideFinders may terminate this Agreement at its sole discretion and for any or no reason upon 30 days' prior written notice to Contractor. The parties understand and agree that RideFinders' ability to make payments under this Agreement is subject to and dependent upon financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond, Virginia. The parties further understand and agree that if any of these governmental entities withdraws, reduces, or limits expected or actual funding to any extent, RideFinders may, upon written notice to Contractor, immediately terminate this Agreement in whole or in part.

2. Right to Cancel for Default

Either party may cancel this Agreement effective immediately upon written notice to the other in the case of the bankruptcy, insolvency or appointment of custodian, receiver, trustee or liquidator of the other party, or a breach by the other party of any of the terms and conditions of this Agreement, without prejudice to any other rights or remedies the non-breaching party may have, provided the breaching party fails to remedy such breach within 30 days of receiving notice of such breach.

In the event either party shall engage the services of an attorney or other professional due to the default of the other party, the defaulting (non-prevailing) party shall pay all legal costs and fees, including reasonable attorney fees, incurred by the non-defaulting (prevailing) party in enforcing its rights.

3. Effect of Termination or Cancellation

When Contractor receives notice of termination or cancellation, it shall (a) discontinue its performance of the Services in accordance with RideFinders' instructions, (b) not place further orders or enter into further subcontracts relating to the terminated Services, (c) to the extent possible, terminate all existing orders with its suppliers and any subcontractors, and (d) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the consent of the RideFinders' Contract Administrator or other expressly designated representative.

After termination or cancellation, RideFinders shall have no further liability other than to pay for Services performed and conforming Goods delivered prior to the effective date of termination or cancellation.

Neither termination nor cancellation shall affect any rights either party may have with respect to any Goods delivered or Services performed prior to termination or cancellation, any pending dispute, or any rights either party may have with respect to any breach occurring prior to termination or cancellation.

2-11 Additional Terms

This will be a Requirements contract with fixed hourly rates. The consideration for Purchase Orders will be paid on a fixed billable rate basis using loaded hourly bill rates as shown in Attachment B. The fully loaded hourly bill rates will remain constant for the first three years of the contract. Fees for specific task assignments shall be in accordance with the Fee Proposal for the approved individuals assigned to the task. All purchase orders will be issued on a fixed price basis. All Purchase Orders will have a maximum cost.

- A. Work Orders – Work associated with this contract must be conducted within an approved scope of work for which a purchase order will be issued and authorized by the RideFinders Executive Director. No work is authorized to begin until a purchase order has been issued. The Proposer and RideFinders are expected to negotiate the scope, budget, schedule and deliverables for each task and the manner in which payment will be made. The Proposer is fully expected to strictly adhere to

the mutually agreed upon levels of effort and costs and complete the scope of work within the agreed upon budget and schedule. The Proposer will not be compensated for unauthorized work performed outside the approved scope of work.

- a. Fully loaded fixed hourly rates proposed and accepted via the Proposer initial response to the RFP and included in any negotiated Proposer responses may be used in individual work orders; however, the total quantity of hours, and the related project work plans for any work efforts may be subject to negotiations.
- b. Once fixed price work order project plans are approved by RideFinders, a work order may be issued to the selected Proposer specifying the maximum hours allowed.

2-12 Public Disclosure of Proposals

RideFinders is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to RideFinders will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Virginia FOIA. It is RideFinders' sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.

All data, documentation and innovations developed as a result of these contractual services shall become the property of RideFinders.

2-13 Conflicts of Interest and Non-Competitive Practices

- A. Conflict of Interest – Contractor, by submitting a proposal to RideFinders to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, is shall immediately disclose such interest to RideFinders and take action immediately to eliminate the conflict or to withdraw from this Contract, as RideFinders may require.
- B. Contingent Fees and Gratuities – Contractor, by submitting a proposal to RideFinders to perform or provide work, services, or materials, has thereby covenanted:

No person or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and

No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of RideFinders or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SECTION 3 – SCOPE OF WORK

RideFinders is seeking competent, experienced production team and/or creative agency to create a television and radio advertising campaign for RideFinders with a focus brand building by incorporating

RideFinders key programs and services through a spirit of creativity and innovation in the final productions to begin airing late April 2017 through October 2017.

The goals of the television and radio advertising campaign is to increase awareness and credibility of RideFinders among area commuters as well as create more public engagement and awareness by promoting social media and website platforms.

The primary scope of work for the selected agency includes the following creative services, but not limited to:

- Provide direct, personal services necessary to work with and assist RideFinders to create, produce, and place effective television and radio commercials with the stated goals in mind.
- Provide a full range of creative services from brainstorming to writing to producing quality work and then placing the finished product into the proper media channels.
- The development and production of commercial(s) in a :60 format and :30 (cut downs of :60s) television spots, including assisting with finding locations for shooting, music selection, video production, casting talent (actors/actresses), editing, post production and final mix.
- The production of radio spot(s) using audio and messaging that correspond to television commercial(s) and any necessary non-union voice over talent.
- Hire a photographer to capture high resolution photographs during commercial production to be used in print, web or other media platforms.
- Creating hard copy or digital media as needed for distribution to TV and radio outlets.
- Converting spot creative into web ready format and providing a DVD and digital copies of creative to RideFinders.
- Demonstrate depth, breadth and a recognized history of expertise in creating successful television and radio commercials that meet the goals established.
- Bring a spirit of creativity and innovation to all phases, including media buying to this project.

ATTACHMENT A: VENDOR CHECKLIST
 (to verify that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive.

RIDEFINDERS	Vendor	
	<u>Check-Off</u>	<u>Check-Off</u>
Cover Letter	_____	_____
RFP Cover Page	_____	_____
Attachment A Vendor Checklist	_____	_____
Attachment B Proposal Affidavit / Fee Proposal	_____	_____
Attachment C Addendum Page	_____	_____
Attachment D Request for Clarification/Approved Equal	_____	_____
Attachment E Ineligible Proposers Certification (prime contractor)	_____	_____
Attachment F Ineligible Proposers Certification (subcontractors)	_____	_____
Attachment G Non-Collusion Affidavit	_____	_____
Attachment H Federal Lobbying Certification	_____	_____
Attachment I Firm Data Sheet	_____	_____
Notice of Exception	_____	_____
Service Description	_____	_____
Organizational Background	_____	_____
Experience Requirements	_____	_____
Staffing	_____	_____
References	_____	_____
Pricing Plan	_____	_____

ATTACHMENT B: PROPOSAL AFFIDAVIT FOR:

The undersigned hereby declares that he/she has carefully read and examined the Advertisement, the Statement of Work, Form Agreement, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of services specified at the fee stated on the following page.

SIGNED: _____

TITLE: _____

FIRM NAME: _____

Subscribed and sworn to before me this __ day of _____, 20____
Notary Public

My Commission Expires: _____

FEE PROPOSAL FOR CREATIVE SERVICES: TELEVISION/RADIO COMMERCIALS

FORMAT

(to be submitted for each company proposed on the project)

Position Title or Discipline	Hourly Rate

Reimbursement for travel (mileage, meals or lodging) is not allowed, unless approved in writing, in advance, as part of an approved Work Order.

ATTACHMENT C: ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Documents.

(Give number and date of each)

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Addendum Number _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this Request for Proposal, which will require rejection of the proposal.

Signature

Title

ATTACHMENT D: REQUEST FOR CLARIFICATION / APPROVED EQUAL

DATE: _____

PROPOSER: _____

SECTION: _____ PAGE: _____

Proposer's REQUEST:

RIDEFINDERS RESPONSE:

APPROVED

DENIED

COMMENTS:

SIGNATURE _____

DATE _____

**ATTACHMENT E: INELIGIBLE PROPOSERS CERTIFICATION
(Prime Contractor)**

The Consultant _____ certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

Consultant (Name) _____ certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

DATE: _____

**ATTACHMENT F: INELIGIBLE PROPOSERS CERTIFICATION
(Subcontractors)**

The Lower Tier Participant (Applicant for a third party subcontract), _____, certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

Where the Lower Tier Participant (Applicant for a third party subcontract) is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this proposal.

The Lower Tier Participant (Applicant for a third party subcontract) certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET Seq. are applicable thereto.

AUTHORIZED OFFICIAL: _____

SIGNATURE: _____

DATE: _____

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

Affidavit of Non-Collusion

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner in the bid (if the Proposer is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached bid(s) has been arrived at by the Proposer independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

Signed

Firm Name

Subscribed and sworn to before me this __ day of _____, 20

Notary Public

My Commission expires _____, 20

Proposer's E.I. Number _____(number used on Employer's Quarterly Federal Tax Return)

ATTACHMENT H: FEDERAL LOBBYING CERTIFICATION

The undersigned certifies to the best of his/her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of ANY federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with THIS federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Company Official)

(Date)

(Official's Title)

ATTACHMENT I: FIRM DATA SHEET

The prime consultant is responsible for submitting the information requested below on all firms on the project team, both prime and all subconsultants. All firms are to be reported on one combined sheet unless the number of firms requires the use of an additional sheet. Failure to submit complete data will result in the Expression of Interest not being considered.

Firm's Name and Address	DBE Status*	Firm's Age	Firm's Annual Gross Receipts

* Y = DBE Firm Certified by VDOT
 N = DBE Firm Not Certified by VDOT

NA = Firm Not Claiming DBE Status
 IP = Certification w/VDOT In-Process

ATTACHMENT J: Federal Transit Administration (FTA) Requirements

Applicability and Federal Grant Contract

This Agreement between Contractor and RideFinders is subject to financial assistance provided by the U.S. Department of Transportation, the Virginia Department of Rail and Public Transportation, and the City of Richmond. Contractor is required to comply with all terms and conditions prescribed in third party contracts in the grant contract between the U.S. Department of Transportation and RideFinders.

New federal, state, and local laws, regulations, ordinances, rules, policies, and administrative practices may be established after the date this Agreement is established and may apply to this Agreement. To achieve compliance with changing requirements, Contractor agrees to accept all changed requirements that apply to this Agreement and require subcontractors to comply with revised requirements as well. Changed requirements will be implemented through the Change Order procedures of the Cover Agreement.

Interest of Members or Delegates of Congress

In accordance with 41 U.S.C. Section 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of its performance under this Agreement or any benefit derived therefrom.

No Federal Government Obligations to Third Parties

Contractor agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party Contractor, or any person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to any party, including any subrecipient or any third party Contractor.

False or Fraudulent Statements or Claims

The Contractor acknowledges and agrees as follows:

The Contractor recognizes that the requirements of the Program Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Agreement. Accordingly, by signing the contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make pertaining to the contract. In addition to other penalties that may apply, the Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. section 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5307 (n) (1), to the extent the Federal Government deems appropriate.

Access to Records

In addition to the requirements of the Cover Agreement, in accordance with 49 U.S.C. Section 5325(a) the Contractor agrees to provide RideFinders, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or their duly authorized representatives with access to all books, documents, papers and records of the Contractor which are directly pertinent to

this contract for the purposes of making audits, examinations, excerpts and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until RideFinders, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (14) dated October, 2007) between RideFinders and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Equal Employment Opportunity

In connection with this project, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. The Contractor will take affirmative action to insure that qualified and approved applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor will also notify any and all subcontractors or suppliers of its obligations under this contract related to this provision.

Civil Rights Requirements

Nondiscrimination in Federal Transit Programs – Contractor agrees to comply, and assures the compliance of each subcontractor, with the provisions of 49 U.S.C. section 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

Nondiscrimination – Title VI of the Civil Rights Act – Contractor agrees to comply, and assures the compliance of each subcontractor, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of Civil Rights Act," and 49 CFR Part 21, and any implementing requirements FTA may issue.

Equal Employment Opportunity - The Contractor agrees to comply, and assures the compliance of each subcontractor, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. Those equal employment opportunity requirements include, but are not limited to, those listed in the Master Agreement (Form FTA MA (14) dated October, 2007) Section 12c(1) between RIDEFINDERS and FTA.

Access Requirements for Persons with Disabilities – The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, Contractor agrees to comply with all applicable requirements of those regulations and any subsequent amendments listed in the Master Agreement (Form FTA MA (14) dated October, 2007) Section 12g between RideFinders and FTA.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises (DBEs)

It is the policy of RideFinders that DBEs as defined in 49 CFR Part 26 shall have a level playing field to compete fairly for DOT-assisted contracts. Contractor shall take all necessary and reasonable steps to ensure that DBEs have a level playing field to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If Contractor intends to subcontract a portion of the Services on the project, Contractor is encouraged to contact DBEs to solicit their interest, capability and qualifications.

It is the policy of RideFinders to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Therefore, RideFinders encourages Contractor to use DBE financial institutions whenever possible.

Contract Assurance

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as RideFinders deems appropriate.

Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from RideFinders. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced timeframe may occur only for good cause following written approval of RideFinders. This clause applies to both DBE and non-DBE subcontractors.

If the prime Contractor fails to pay the subcontractor within thirty days, the prime Contractor must notify RideFinders and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after thirty days following receipt by the Contractor of payment from

RideFinders for work performed by the subcontractor under that contract, except for amounts withheld as allowed in paragraph A of this section. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month, except for the amounts withheld. Notification of failure by the Contractor to make prompt payment to the subcontractor hereinbefore provided will result in notification to the Contractor's bonding company by RideFinders.

Should either the prime Contractor or subcontractor advise RideFinders of a payment issue involving a DBE Contractor, the DBELO officer shall be notified so as to investigate, as appropriate.

Energy Conservation

Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Subsection 6321 *et seq.*

Clean Air

The Contractor agrees to comply with all applicable regulations, standards or orders implementing the Clean Air Act, as amended, 42 U.S.C. Subsection 7401 *et seq.* In addition:

The Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51 Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor further agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the description of the design concept and scope to the Project described in the SIP.

U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

Contractor agrees to comply with the notification of violating facilities requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

The Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from Project implementation activity of any subcontractor or itself to FTA and the appropriate U.S. EPA office.

Clean Water

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Subsection 1251 *et seq.* In addition:

The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. Subsection 300f *et seq.*

The Contractor agrees to comply with the notification of violating facilities requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

The Contractor agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from Project implementation activity of any subcontractor or itself to FTA and the appropriate U.S. EPA office.

Preference for Recycled Products

To the extent applicable, the Contractor agrees to comply with U.S. Environmental Protection Agency (U.S. EPA) "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

Debarment, Suspension and Other Responsibility Matters

Contractor agrees to comply, and assures the compliance of all subcontractors, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 CFR Part 29.

By signing this Agreement, Contractor provides a signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered transactions.

The signed certification is a material representation of fact upon which reliance was placed when RideFinders determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RideFinders may terminate this transaction for cause of default.

The Contractor shall provide immediate written notice to RideFinders if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

By signing this Agreement, the Contractor further certifies that all subcontractors are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

The Contractor further agrees that it and its subcontractors will provide immediate written notice if at any time the Contractor learns that their subcontractor's certification was erroneous when submitted or has become erroneous because of changed circumstances.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under Paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RideFinders may terminate this transaction for cause or default.

Lobbying Activities

The Contractor agrees that it will not use Federal assistance funds to support lobbying.

Contractor agrees to comply, and assure the compliance of subcontractors, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352.

Contractor agrees to comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

No appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any employee of any agency, member of congress, or an officer or employee of congress in connection with any of the following covered federal actions: the awarding of federal grants; the making of any federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

The Contractor agrees that it has reviewed the above regulations and submitted with its proposal a certification of compliance with federal lobbying regulations. Pursuant to federal regulations, the Contractor is required to have all subcontractors providing more than \$100,000 in services to also complete this certification.

Disputes, Breaches, Defaults, or Other Litigation

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the project. Accordingly:

Notification to FTA – RideFinders shall notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the project or the Federal Government's administration or enforcement of Federal laws or regulations. If RideFinders seeks to name the Federal Government as a party to litigation for any reason, in any forum, RideFinders shall inform FTA before doing so.

Federal Interest in Recovery – The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the project, of proceeds derived from any third party recovery, except that RideFinders may return any liquidated damages recovered to its project account in lieu of returning the Federal share to the Government.

Enforcement – RideFinders agrees to pursue all legal rights provided within any third party contract.

FTA Concurrence – FTA reserves the right to concur in any compromise or settlement of any claim involving the project and RideFinders.

Alternative Dispute Resolution – FTA encourages RideFinders to use alternative dispute resolution procedures, as may be appropriate.

Prevention of Substance Abuse by Safety Sensitive Employees

Drug Abuse – To the extent that the Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the Project, the Contractor agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. subsection 712 *et seq.*

Alcohol Abuse – To the extent that the Contractor, any subcontractor at any tier, or their employees, perform a safety sensitive function under the Project, the Contractor agrees to comply with, and assures the compliance of each affected subcontractor at any tier, and their employees with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any RideFinders requests which would cause RideFinders to be in violation of the FTA terms and conditions.