



**POTOMAC &
RAPPAHANNOCK**
TRANSPORTATION
COMMISSION

**RFQ #23-24
PRTC Legislative Services
SUBMISSION PACKAGE**



December 2, 2022

Dear Perspective Firm:

Re: **RFQ #23-24 – PRTC Legislative Services**

You are invited to submit a quote to provide legislative services required to assist the Potomac and Rappahannock Transportation Commission (PRTC) in its efforts to achieve specific state legislative objectives as identified by PRTC's Executive Director, and the PRTC Board of Commissioners. The period of performance would be for six (6) months starting Dec. 2022 through June 30, 2023. The selected firm shall be responsible for the following tasks:

- Serve as an advocate for the legislative agenda of PRTC within the state of Virginia and provide consultation to PRTC on Government Affairs Strategies
- Monitor, track and inform PRTC of legislative, executive, and regulatory activities of importance at the Virginia General Assembly, Commonwealth Transportation Board and state agencies such as the Virginia Department of Rail and Public Transportation (DRPT) and the Commonwealth Transportation Board (CTB) that may impact PRTC
- Inform the Executive Director of opportunities for involvement in any identified areas of interest or risk; tracking known efforts of other agency efforts that may pose risk to PRTC's bus services; recommending and coordinating key meetings with elected officials; helping with preparation of any legislative letters and testimony
- Provide PRTC with regular updates of legislative measure during the legislative session, to include written reports before session, at crossover, and after the conclusion of session. Additional communication on indicated bills of interest to be provided on a more frequent or as-needed basis
- Network with other pertinent organizations and coalitions, i.e., VTA, CTAV
- Attend PRTC Commission meetings located at PRTC Offices located at 14700 Potomac Mills Road, Woodbridge, VA 22192 or at 8740 Doane Drive, Manassas, VA 20109 or other organizational meetings when requested

The following items are included in the Request for Quotes Submission Package. Your cover letter along with Attachments A through C must be sent to **Cynthia Porter-Johnson by Mon., Dec. 12, 2022, no later than 12:00 p.m.** E-mailed quote packages will be accepted at cporter-johnson@omniride.com.

- Attachment A – Solicitation Submission Form
- Attachment B – Qualifications and References
- Attachment C – Quote Form
- Attachment D – Sample Purchase Order (PO) Terms and Conditions

Sincerely,

DocuSigned by:

Cynthia Porter-Johnson

213EA5C0876A4A6
Cynthia Porter Johnson,
Manager of Grants and Procurement

ATTACHMENT A RFQ SUBMISSION FORM

Quotes Due: **December 12, 2022**

Name of RFQ: **PRTC Legislative Services**
RFQ Number: **RFQ #23-24**

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

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

Indicate Which Apply:

Corporation. Partnership Sole Proprietorship Small Business

Disadvantaged Business Enterprise (DBE) Certified by: _____

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

Annual gross _____ Less than _____ \$500,000 _____ \$1,000,000 _____ \$4,000,000 _____ more than
Receipts: _____ \$500,000 to \$1,000,000 _____ to \$4,000,000 _____ to \$7,000,000 _____ \$7,000,000

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

SECTION II - CONFLICTS OF INTEREST

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

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

SECTION III - COLLUSION

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

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

ATTACHMENT A (continued)
RFQ SUBMISSION FORM

Signature _____ Date _____

Name (Printed) _____ Title _____

BIDDER MUST RETURN THIS COMPLETED FORM WITH QUOTE SUBMISSION

ATTACHMENT B REFERENCES

Describe previous work experience for at least three engagements that are similar in service type, size, scope, and/or complexity in the past five years. Information shall include, but is not limited to, the following.

Client Company's Name _____

Contact Name _____ Telephone Number _____

Fax Number _____

Address _____

Type of business, if not public transportation _____

Detailed scope of services

Beginning and ending dates _____

Contract value \$ _____

Other information:

ATTACHMENT C

Legislative Services

Quote Form

QUOTE				
		A	B	C
ITEM	DESCRIPTION	QTY (Months)	UNIT PRICE (Per Month)	(A x B) TOTAL COST
1	Legislative Services for PRTC	6	\$ _____	\$ _____

Submitted by:

Company/Firm

Name Printed

Signature

ATTACHMENT D

Potomac and Rappahannock Transportation Commission

PURCHASE TERMS AND CONDITIONS

1. Point of Destination - All goods shipped to the Potomac and Rappahannock Transportation Commission (PRTC) must be shipped F.O.B. destination inside delivery, unless otherwise specified, with transportation charges prepaid.
2. Time of Essence - Time shall be of the essence to this Purchase Order, except where it is herein specifically provided to the contrary.
3. Licenses/Permits Requirement - The Contractor shall comply with any Federal, state, and municipal laws, codes and regulations applicable to this purchase.
4. Immigration Reform and Control Act of 1986 - By accepting this Purchase Order, vendor 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.
5. Insurance - The Contractor shall maintain insurance acceptable to PRTC in full force and in effect throughout the performance period of the Purchase Order. Proof of insurance shall be provided to PRTC upon request.
6. Packing Slips or Delivery Tickets - All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
 - a. Purchase Order Number
 - b. Description of Goods and Services
 - c. Quantity Ordered
 - d. Quantity Shipped
 - e. Quantity Back Ordered
 - f. Name of Contractor Responsibility will not be accepted for any goods delivered unless covered by signed Purchase Order.
7. Inspection and Acceptance - Goods or services provided under this Purchase Order shall be subject to inspection upon receipt of goods and completion of services. In the event of rejection of goods or services the Contractor shall immediately correct the deficiencies and resubmit the deliverables. Goods rejected shall remain the property of the Contractor.
8. Warranties - The Contractor warrants that (1) the goods and services provided to PRTC pursuant to this agreement are fit and sufficient for the purpose intended; (2) the goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship; and (3) that goods and services provided to PRTC conform to the standards required by this Purchase Order. Unless otherwise stated, manufacturer standard warranty also applies.
9. Payment/Billing PRTC will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after satisfactory delivery of goods or acceptance of services and after receipt of an acceptable invoice. All invoices must reference the Purchase Order number. Contractor's invoice shall be forwarded to the address shown in the "Bill To" section on the Purchase Order.
10. Payments to Subcontractors - In the event that the Contractor utilizes a subcontractor for any portion of the work under this Purchase Order, the Contractor hereby agrees to: A. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by PRTC for work performed by a subcontractor under the Purchase Order. a. Pay a subcontractor for the proportionate share of the total payment received from PRTC attributable to the work performed by that subcontractor under the Purchase Order; or b. Notify PRTC and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. B. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from PRTC for work performed by a subcontractor under the Purchase Order, except for amounts withheld under Subsection A. b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed as an obligation by PRTC. A Purchase Order modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge. C. Unless otherwise provided under the terms of this Purchase Order, interest shall accrue at the rate of one percent (1%) per month. D. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection B. and C. of this section with respect to each lower-tier subcontractor.
11. Examination of Records - Purchase Orders exceeding \$5,000: a) the Contractor shall agree that PRTC, or any duly authorized representative, shall, until the expiration of five (5) years following the final payment on the Purchase Order, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the Purchase Order in question; b) the Contractor shall include a similar access, examination and copying requirement to that aforementioned, in any subcontract which is for more than \$10,000; and c) in the event there is litigation or arbitration involving the Purchase Order, rights of access, examination and copying thereunder shall continue until any litigation, appeals, claims or arbitration shall have been finally disposed of.
12. Termination for Convenience of PRTC - The parties agree that PRTC may terminate this Purchase Order or any work or delivery required hereunder, from time to time either in whole or in part, whenever the PRTC Executive Director or his designee shall determine that such termination is in the best interest of PRTC. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the Executive Director or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination. An equitable adjustment in the price shall be made for services completed and unreturnable goods delivered, but no amount shall be allowed for anticipated profit or unperformed services.
13. Termination for Default - Either party may terminate this Purchase Order, without further obligation, for the default of the other party or its agents or employees with respect to any provisions or conditions contained herein.
14. Termination for Non-Appropriation of Funds - If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Purchase Order is entered into, then PRTC may terminate the Purchase Order upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this section, PRTC shall be liable only for payments due through the date of termination.
15. Employment Discrimination for Purchase Orders over \$10,000 A. During the performance of this Purchase Order, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause. b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.B. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
16. Drug-free Workplace to be Maintained by Contractor for Purchase Orders over \$10,000 During the performance of this Purchase Order, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Purchase Order awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Purchase Order.
17. Claims/Disputes - In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Purchase Order. Section 2.2-4365, VA Code Ann., is not applicable to this Purchase Order, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Purchase Order be filed after the submission of the request for Final Payment by the Contractor. Claims by the Contractor with respect to this Purchase Order shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within thirty (30) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regard to the claim with the Executive Director of PRTC within thirty (30) days of the decision of the Contract Administrator. The Executive Director of PRTC shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within thirty (30) days of the receipt of the claim from the Contractor. The decision of the Executive Director of PRTC shall be final and binding. Should any decision-maker designated under this procedure fail to make a decision within the time-period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Purchase Order. In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Commission arising out of this Purchase Order.
18. Hold Harmless - The Contractor hereby agrees to indemnify and hold harmless PRTC, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with work under this Purchase Order. It is understood and agreed that the Contractor is at all times herein acting as an independent contractor.
19. PRTC does not discriminate against faith-based organizations in procuring goods or services.
20. Governing Law and Choice of Forum This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.
21. This Purchase Order is issued in accordance with the Virginia Public Procurement Act and PRTC Purchasing Regulations.