

EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(REQUEST FOR PROPOSALS)

1. INTRODUCTION

- a) GRTC is the primary public transportation provider for the Richmond region. The company is a not-for-profit public service corporation jointly owned by the City of Richmond and Chesterfield County. Currently, GRTC operates 34 local routes and 4 express routes (including extended express routes) that provide transit service within the City of Richmond, Henrico County, and a small portion of Chesterfield County – a service area that accounts for nearly 7.5 million passenger rides yearly. In combination with traditional fixed-route service, GRTC also operates a Bus Rapid Transit system, named “Pulse” which launched in June 2018. GRTC provides additional transportation to the service area through ADA paratransit service, and vanpool and carpool development services.
- b) GRTC is seeking proposals from qualified and experienced firms to provide **Architectural and Engineering (A&E) Services**, as described in Exhibit F, Scope of Services, in this solicitation.

This procurement will be conducted in accordance with 40 U.S.C. 1101-1104 (“Brooks Act”) (Public Law 92-582).

2. SOLICITATION SCHEDULE

- a) The following schedule applies to this solicitation:

Solicitation Issued	June 2, 2022
Pre-Proposal Conference	June 16, 2022
Written Questions Due	June 23, 2022, prior to 3:00 p.m.
Response to Written Questions	June 28, 2022
Proposals Due	July 12, 2022, prior to 3:00 p.m.
Oral Discussions (if required)	July 29, 2022 and August 1, 2022
Best and Final Offer Due (if requested)	August 10, 2022
Anticipated Award of Contract	September 20, 2022

- b) GRTC reserves the right to make changes to the above-mentioned schedule. All such changes shall be made by an amendment to the solicitation or a letter to the firms. Firms should frequently check www.ridegrtc.com > About Us > Procurement for information concerning this solicitation, including amendments.
- c) References to time of day shall be prevailing local time, Richmond, Virginia.
- d) The dates and times set for receipt of proposals and best and final offers are firm. Late offers will not be considered, except as described in paragraph 9, below.

3. PRE-SUBMITTAL CONFERENCE

- a) A virtual pre-proposal conference to discuss the requirements of this solicitation shall be held for all interested parties on **June 16, 2022, at 11:00 a.m.** Attendance is highly recommended but is not mandatory.

Interested parties may join the pre-proposal conference as follows:

<https://meetings.ringcentral.com/j/1483558588>

Join from PC, Mac, Linux, iOS or Android:
 For the best audio experience, please use computer audio.

Or iPhone one-tap :

US: +1(312)2630281,,1483558588#
+1(470)8692200,,1483558588# (US East)
+1(646)3573664,,1483558588#
+1(773)2319226,,1483558588# (US North)
+1(469)4450100,,1483558588# (US South)
+1(623)4049000,,1483558588# (US West)
+1(650)2424929,,1483558588#
+1(720)9027700,,1483558588# (US Central)
+1(213)2505700,,1483558588#
+1(346)9804201,,1483558588#

Or Telephone:

For higher quality, dial a number based on your current location.

Dial:

US: +1(312)2630281
+1(470)8692200 (US East)
+1(646)3573664
+1(773)2319226 (US North)
+1(469)4450100 (US South)
+1(623)4049000 (US West)
+1(650)2424929
+1(720)9027700 (US Central)
+1(213)2505700
+1(346)9804201
Meeting ID: 148 355 8588

Questions relating to the Statement of Qualifications and requests for clarification may be submitted in writing by e-mail to tonya.thompson@ridegrtc.com, at least three (3) days in advance of the conference to allow sufficient time for answers to be considered and prepared by for the conference. Questions should be sent to tonya.thompson@ridegrtc.com.

- b) No oral interpretations as to the meaning of the SOQ will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of the SOQ, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of seven (7) 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 SOQ, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the SOQ has been issued, but at least three (3) calendar days prior to the proposal due date. All Addenda will become part of the SOQ and any subsequently awarded Contract. Oral explanations, statements, or instructions given before the award of the Contract will not be binding upon.

4. PREPARATION OF SUBMITTALS

(a) Offerors are expected to examine the Solicitation Instructions and Conditions, Contractual Terms and Conditions, any drawings, specifications, the Scope of Services, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of offers. Failure to do so shall be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. Offerors shall sign and print or type their name on the form provided by for submitting the statement of qualifications and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent of the offeror (other than an officer or a partner of the offeror) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to). Any required signatures may be hand signed or authenticated digital signatures, which must be password-protected, encrypted, and bound.

(c) Following evaluations of the statements of qualifications, pricing for services shall be requested of the highest technically rated offeror and shall be in a format required by.

(d) In the event oral discussions are requested, GRTC will notify the selected offerors as to the time and location for the discussions, as well as the content of the discussions.

5. **CONTENTS OF STATEMENT OF QUALIFICATIONS**

- a) Offerors shall submit an original proposal in two volumes, with original signatures, plus five (5) copies plus one (1) electronic copy on a (USB) thumb Drive in a sealed envelope or carton. Unnecessarily elaborate proposals and/or lengthy presentations are not desired.
- b) Proposals shall be sectionalized as described below. At a minimum, the items described in each section below should be addressed. Proposal sections are as follows:

Volume 1: Proposal/Contract Forms: Exhibits A, B, D-1 and D-2 are included in this solicitation and must be returned with the offeror's proposal in order to be deemed responsive. The offeror shall not re-format these required forms. Any reformatted forms submitted with the proposal may cause the proposal to be deemed non-responsive.

(Tab A) Exhibit A, Schedule.

(Tab B) Exhibit C-1, Exceptions and Assumptions to Solicitation Provisions, Pricing Proposal. The Offeror shall provide all exceptions taken to the pricing portion of the solicitation in this section. If the Offeror does not take exception to the solicitation provisions, an affirmative statement to that effect shall be provided in this section.

(Tab C) Exhibit B, Representations and Certifications

(Tab D) Exhibit D-1 Forms Schedule C of Subcontractor Participation and Intent to Perform as a DBE Contractor/ DBE Subcontractor and Exhibit D-2 Firm Data Sheet

(Tab E) Firm Financial Data. Offeror shall submit the Firm's bank reference, including the name, address and phone number of a contact person, or a letter of reference from the bank where the Firm holds a corporate account. Offeror also shall submit the Firm's most recent financial statement covering the past three years of operation, or the most recent audited annual report.

(Tab F) W-9

(Tab G) Staff Guarantee. The offeror shall submit a letter from the offeror's chief executive officer guaranteeing the key personnel named in the staffing plan will be assigned to the project unless their employment is terminated. If substitutes or "backup" personnel are planned on a contingency basis, such personnel shall also be reflected in the staffing plan.

Volume 2: Technical Proposal: The combined length of the technical proposal should not exceed forty (40) pages in length.

(Tab A) Introduction of the Offeror. Include an introduction of the firm. If a joint venture is proposed, introduce all joint venture members. Discuss primary business experience, the overall mission, length of time in business, ownership, location of offices, telephone numbers and other matters offerors deem pertinent and introductory in nature.

(Tab B) Qualifications of the Firm:

- i. The offeror's experience and history relevant to GRTC 's needs should be discussed, including a description of the offeror's direct experience on at least three (3) projects of similar size, scope and complexity completed in the past five years. Offeror shall provide the name, address and telephone numbers of persons who may be contacted as references. Offeror shall also include dates, locations, character, costs, and project managers for these previous projects. Offerors shall similarly discuss the qualifications of all other firms proposed to be utilized in the performance of the work if joint venture partners are proposed or if subcontractors are to be used for substantial portions of the work.
- ii. The offeror shall send the Past Performance Questionnaire in Exhibit G to at least three (3), but no more than ten (10) current or past customers for which they have provided similar services within the past five (5) years. **Offerors are responsible for completing the information in Section A of the questionnaire prior to mailing the questionnaire to references.** The references are required to submit the questionnaires directly to, not back to the offeror. The offeror is responsible for ensuring the information in Section A is current.
- iii. Offerors shall submit contact names and firm names to which the Past Performance Questionnaires were sent.
- iv. Offerors shall provide a description of any adverse contract issues the firm has experienced over the past five years. The description should summarize the issue; identify what actions the firm took to address the issue; and

detail any lessons learned from the issue. The offeror is encouraged to provide information on problems encountered on any of the contracts and subcontracts identified above and corrective actions taken to resolve these problems. This may include, but is not limited to, a discussion of efforts accomplished by the offeror to resolve problems encountered on present or prior contracts as well as efforts to identify and manage program risk. Merely having problems does not automatically equate to a lower confidence rating, since problems encountered may have been on a more complex program, or an offeror may have subsequently demonstrated the ability to overcome the problems encountered. The offeror is required to clearly demonstrate management actions employed in overcoming problems. Contract issues must also include any Notice to Cure (regardless of if they were rescinded or not), contract cancellations (regardless of whether the contract was cancelled for convenience or for cause), or any letters of concern from clients of the firm related to contract compliance.

(Tab C) Qualifications of Staff: This section shall contain the offeror's staffing plan, and shall identify at a minimum:

- i. the project manager who will be assigned to the project. Discuss the direct qualifications and experience of the project manager as they relate to this project, and include at least one reference with name, address, telephone number and contact person.
- ii. a project organization chart clearly identifying the proposed project manager and key project staff including a description of the qualifications of each staff member
- iii. the methodology that will be used to provide supplementary staff to replace any staff originally assigned to the project.

(Tab D) Work Plan: This section shall contain a description of how the offeror would organize and perform the work. This section should include a description of the firm's technical approach and how the firm proposes to accomplish the tasks described in Exhibit F, the Scope of Services, including but not limited to:

- i. examples of reports and graphs to demonstrate similar and/or relevant work completed, especially as it may relate to the same type of work completed for other transit authorities
- ii. implementation plan
- iii. ability to meet project timelines
- iv. portions of work to be subcontracted and by whom
- v. identification of critical or problem areas; and
- vi. identification of tasks, if any, which must be accomplished by GRTC during contract performance or prior to contract award for the offeror to perform the work.
- vii. Include the approach for individual subtasks that would be required in the proposed potential tasks and the identification and roles of key personnel.

(Tab E) Exhibit C-1 Exception to Solicitation Provisions, Technical Proposal. The Offeror shall provide all exceptions taken to the technical or contractual terms portion of the solicitation in this section. If the Offeror does not take exception to the solicitation provisions, an affirmative statement to that effect shall be provided in this section.

6. EXPLANATION TO OFFERORS

- a) Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and submitted with sufficient time allowed for a reply to reach offerors before the submission of offers. Oral explanations or instructions given before the award of any contract, at any pre-proposal conferences or otherwise, will not be binding on. Any information given to an offeror concerning an interpretation of the solicitation will be furnished to all offerors as an amendment to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed offerors.
- b) The questions shall be submitted in writing no later than **June 23, 2022, by 3:00 p.m.** to allow sufficient time for answers to be considered and prepared by.

7. ACKNOWLEDGMENT OF AMENDMENTS

- a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.

- b) It is the responsibility of the offeror to check www.ridegrtc.com > About Us > Procurement for any amendments to the solicitation. Amendments will not be mailed or emailed.
- c) Offerors shall acknowledge receipt of any amendment to this solicitation: (1) by signing and returning the amendment; or (2) by identifying the amendment number and date in the space provided for this purpose on the Schedule; or (3) by letter. GRTC must receive the acknowledgment by the time and at the place specified for receipt of offers.

8. SUBMISSION OF SUBMITTALS

- a) Offers and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and shall be submitted to the attention of:

Tonya Thompson
Procurement Department
Greater Richmond Transit Company
301 E. Belt Boulevard
Richmond, VA 23224

(To be received) no later than **July 12, 2022, prior to 3:00 p.m.**

- b) The offer shall show the hour and date specified in the solicitation for receipt of offers, the solicitation number, and the offeror's name, address, and telephone number on the face of the envelope or carton.
- c) Offers are time-date stamped when received in GRTC's Lobby. Lobby Hours are Monday – Friday 8am – 4:30 pm. Reminder that on July 12, 2022, **proposals must be date stamped on or before 3:00 pm local time**. All deliveries in GRTC's lobby, and time should be allowed for any processing delays.
- d) Facsimile offers will not be considered unless authorized by the solicitation; however, offers may be modified or withdrawn by written notice any time prior to deadline stipulated for receipt of offers.
- e) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to GRTC. If not destroyed by testing, samples will be returned at the offeror's request and expense, unless otherwise specified in the solicitation.
- f) Each copy of the offer shall include the legal name of the offeror and a statement whether the offeror is a sole proprietorship, a corporation, or any other legal entity. An offer for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.
- g) If this solicitation contains the submission of a past performance questionnaire and the proposal due date is changed, the due date of the past performance questionnaire also will change and become the same as the proposal due date.

9. LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF OFFERS

- a) Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and:
 - i. it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier)
 - ii. it was sent by mail (or facsimile if authorized) and it is determined by GRTC that the late receipt was due solely to mishandling by GRTC after receipt at GRTC 's offices
 - iii. it was sent by U. S. Postal Service Express Next Day Service – Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two (2) working days prior to the date specified for receipt of offers. The term "working days" excludes weekends and U. S. Federal holidays; or
 - iv. it is the only offer received.
- b) Any modification of an offer, except a modification resulting from GRTC's request for a "best and final offer", is subject to the same conditions as in (a) (1) and (a) (2) of this provision.

- c) A modification resulting from GRTC's request for a "best and final offer" received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by GRTC after receipt in GRTC 's offices.
- d) The only acceptable evidence to establish:
 - i. the date of mailing of a late offer or modification sent either by registered or certified mail is the U. S. Postal Service postmark on both the envelope or wrapper and on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the offer, modification, or withdrawal shall be deemed to have been mailed late. The term "postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter machine impression, that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye "postmark" on both the receipt and the envelope or wrapper; and
 - ii. the time of receipt at GRTC is the time-date stamp placed by GRTC on the offer wrapper or other documentary evidence of receipt maintained by GRTC.
 - iii. The date of mailing of a late offer, modification, or withdrawal sent by U. S. Postal Service Express Mail Next Day Service – Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service – Post office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U. S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) (1) of this provision. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's-eye "post-mark" on both the receipt and the envelope or wrapper.
- e) Notwithstanding (a), (b), and (c) of this provision, a late modification of an otherwise successful offer which makes its terms more favorable to GRTC will be considered at any time it is received and may be accepted.
- f) Offers may be withdrawn by written notice received at any time prior to deadline stipulated for receipt of offers. An offer may be withdrawn in person by an offeror or his offeror's authorized representative; provided, the identity of the person requesting the withdrawal is established and the person signs a receipt for the offer prior to proposal closing date.

10. EVALUATION FACTORS

- a) GRTC will make a selection of the most qualified offeror based on how well the offeror's submittal conforms to the solicitation and represents the best value to GRTC. If GRTC does not choose to make a selection based on initial submittals, GRTC may conduct discussions with those offerors it determines to be within the competitive range, and to allow all such offerors to submit Best and Final Offers.
- b) The evaluation factors listed below are in descending order of importance. All proposals shall be evaluated and ranked on the basis of the following factors:
 - (1) The offeror's demonstrated, relevant work experience and capabilities of the offeror as a whole and of the proposed project personnel on projects of a similar size, scope, complexity and nature. The standard will be met when the offeror demonstrates the team's current technical resources, and past performance in successful delivery of the project types and services required in Exhibit F, Scope of Services. Past performance will be evaluated based on the project summaries requested in Volume 2, Technical Proposal, Section 5(b) of this Exhibit C.
 - (2) Methodology and quality of the work plan proposed to meet project objectives. The standard will be met when the offeror's work plan and organization demonstrate understanding of, and response to the project types, scope, services and scheduling requirements in Exhibit F, Scope of Services, and covers as a minimum the elements in Volume 2, Technical Proposal Section 5(b) of this Exhibit C.
 - (3) Capabilities and experience of the offeror and staff. The standard will be met when the offeror demonstrates that it and its sub-consultants have the existing in-house qualified key persons assigned to perform the services required in this contract, and attests that none of these key persons will be replaced for the duration of the project unless replaced with a person of equal or greater qualifications. As a minimum the elements in Volume 2, Technical Proposal Section 5(b) of this Exhibit C.
- c) Each of the evaluation factors will be given one of the following ratings:
 - i. Excellent: Exceeds evaluation standard in a beneficial way to and has a high probability of satisfying the requirements in the scope of services; has no significant weaknesses.

- ii. Acceptable: Meets evaluation standards; has good probability of satisfying the requirements in the scope of services, any weaknesses can be readily corrected.
 - iii. Marginal: Fails to meet evaluation standards; has low probability of satisfying the requirements in the scope of services; has significant deficiencies.
 - iv. Unacceptable: Fails to meet minimum requirements in the scope of services; deficiency requires a major revision to the proposal to make it acceptable.
- d) In establishing the final rating for an offeror, GRTC may take into consideration information provided during oral discussions and any best and final offer.
 - e) Oral discussions may be required; however, the most qualified firm may be selected on the basis of the initial proposal only. If necessary, oral discussions are tentatively scheduled for **July 29, 2022, and August 1, 2022**. Offerors are advised of these dates and should plan accordingly.
 - f) GRTC reserves the right to award the contract based on the initial proposal without further discussions.
 - g) GRTC reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by the firm, and/or to require other evidence of the managerial, financial, or technical capabilities of the firm.
 - h) GRTC will request a price proposal from the most qualified offeror. Pricing shall be in the format required by GRTC.
 - i) After GRTC's review of the price proposal, negotiations may be conducted for the purpose of arriving at a fair and reasonable price.
 - j) If unable to negotiate a mutually agreeable price with the most qualified offeror, negotiations shall be formally ended with that offeror and shall begin negotiations with the next most qualified offeror until a contract is made or the solicitation is cancelled.

11. INDIRECT COST AUDIT

(a) Prime contractors and subcontractors are required to submit an indirect cost rate audit to GRTC. In order to fulfill this requirement, the audit submitted cannot be for a fiscal year which ended more than eighteen (18) months prior to selection as a contractor.

(b) Prospective contractors may submit the required audit information prior to being selected but must submit it after selection and before contract execution. This information is solely for the use of GRTC and will only be released with the approval of the contractor or as required by state or federal statute.

(c) Audits of Architectural and Engineering (A&E) services must be carried out under FAR Part 31 cost principles. The indirect cost rate audit must be performed by an independent Certified Public Accountant licensed to practice in the state where the audit will be performed, an agency of the Federal Government, or a state transportation agency. If the audit is performed by an independent Certified Public Accountant, the contractor or subcontractor must assure that GRTC Procurement office will be given access to the auditor work papers.

(d) For contracts other than A&E contracts, if the third-party contractor or subcontractor does not have an approved Government indirect cost rate agreement, the contract's dollar value should determine how that rate is verified.

(1) Contracts of \$5 Million or less. GRTC will accept the audit recommendations of the contractor's certified public accountant, or indirect cost information in the contractor's annual statement to their stockholders, shareholders, or owners, or examples of acceptance of their rates by other governmental agencies within the last six (6) months.

(2) Contracts Exceeding \$5 Million. If the contract exceeds \$5 million, then the Defense Contract Audit Agency, another Federal cognizant audit agency, or an accounting firm approved by the Federal Government to perform audits for the Federal Government, must verify the contractor's rates.

(e) The audit report can be submitted prior to contract award but must be submitted after selection. The audit report cannot be for a period which ended more than eighteen (18) months prior to selection. Submit the audit report to:

Tonya Thompson at tonya.thompson@ridegrtc.com

The Procurement Department will review the submitted information for completeness and compliance with all regulations and requirements.

12. DISCOUNTS

- a) Prompt payment discounts will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
- b) In connection with any discount offered for prompt payment, time shall be computed from (1) the date of completion of performance of the services or delivery of the supplies to the carrier if acceptance is at the point of origin, or date of delivery at destination or port of embarkation if delivery and acceptance are at either of these points, or (2) the date the correct invoice or voucher is received in the office specified by , if the latter is later than the date of performance or delivery. For the purpose of computing the discount earned, payment shall be considered to have been made on the date of 's check.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- a) It is the policy of GRTC that Disadvantaged Business Enterprise (DBE), as defined in Exhibit D of this solicitation, shall have the maximum opportunity to participate in the performance of any contract awarded as a result of this solicitation. In this regard, all offerors shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.
- b) In accordance with the DBE Program, GRTC has established goals for DBE participation in this solicitation, which the offeror will be expected to meet or exceed and/or demonstrate its good faith efforts to meet these goals if the goals are not met. These goals are **Race Neutral**.
- c) DBE requirements are set forth in Exhibit D of this solicitation. Offerors are advised to carefully review Exhibit D, including the requisite forms attached thereto. Offerors should undertake steps to plan and adequately provide for their compliance with the stated DBE utilization goals well in advance of the date specified for the bid opening or receipt of proposals.
- d) Offerors are advised that the issue of whether or not the offeror has met or exceeded the established goals and/or demonstrated good faith efforts is considered by as a matter of the offeror's responsiveness. GRTC will consider for award only those offerors which have met these requirements.
- e) The goal agreed to between GRTC and the successful offeror shall be incorporated into the contract resulting from this solicitation.

13. AWARD OF CONTRACT

- a) Before awarding any contract, GRTC will verify, using the Federal System for Award Management (SAM) that the offeror recommended for contract award has no unsatisfactory performance history that would prohibit awarding them a contract.
- b) One contract award shall be made.
- c) The contract will be awarded to that responsible offeror(s) whose offer, conforming to the solicitation, will be most advantageous to, price and other factors considered. A responsible offeror is one who affirmatively demonstrates to GRTC that the offeror has adequate financial resources and the requisite capacity, capability, and facilities to perform the contract within the delivery period or period of performance, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws or regulations applicable to this procurement.
- d) GRTC reserves the right to accept other than the lowest offer, reject any or all offers in part or in total for any reason, to accept any offer if considered best for its interest, and to waive informalities and minor irregularities in offers received.

- e) GRTC may accept any item or group of items of any offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for any quantities less than those specified, and GRTC reserves the right to make an award on any item for a unit quantity less than the quantity offered at the unit prices offered unless the offeror specifies otherwise in the offer.
- f) A written award (or acceptance of offer) which is mailed, faxed, or otherwise furnished to the successful offeror within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract without further action by either party.
- g) GRTC may, within the time specified therein, accept any offer or part thereof, as provided in (c) above, whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by prior to award. If subsequent negotiations are conducted, they shall constitute a rejection or counteroffer on the part of GRTC.
- h) GRTC may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint, which the offeror can submit to.
- i) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

14. AUDIT

GRTC reserves the right to make a pre-award audit of the firm's proposed fees, rates and costs to determine if they are fair and reasonable.

15. RELEASE OF INFORMATION

- a) GRTC 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 GRTC 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 GRTC's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes.
- b) All data, documentation and innovations developed as a result of these contractual services shall become the property of GRTC.

16. COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to this solicitation or any oral presentation to supplement and/or clarify a proposal which may be required by GRTC shall be the sole responsibility of GRTC and shall be borne by the offeror.

17. INQUIRIES

Inquiries must be submitted in writing. Material information provided to one potential offeror shall be provided equally to all offerors on www.ridegrtc.com > About Us > Procurement website. Offerors rely on oral information at their own peril. Failure to adhere to this requirement for relying only on written explanations could render a firm non-responsive. All inquiries shall be directed to Tonya Thompson, Procurement Department, by e-mail at tonya.thompson@ridegrtc.com.

18. PROPOSAL ACCEPTANCE PERIOD

No proposal may be withdrawn for a period of one-hundred twenty (120) days subsequent to the deadline established for receipt of offers. Any submission of Best and Final Offer (BAFO) will extend this acceptance period by an additional sixty (60) days.

19. SUBMITTAL INCORPORATION

The contents of the successful proposal, to include any Best and Final Offer BAFO), shall become a part of any resultant contract. The terms and conditions specified in this solicitation shall be used as a basis for a contemplated contract. Failure of an offeror to accept these obligations may result in proposal rejection. Any damages accruing to GRTC as a result of an offeror's failure or refusal to execute a contract may be recovered from the offeror.

20. FURNISHED PROPERTY

No material, labor, or facilities will be furnished by GRTC unless otherwise provided for in the solicitation.

21. FUNDING AVAILABILITY

The parties understand and agree that GRTC's ability to make payments under the resulting contract 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, GRTC may, upon written notice to Contractor, immediately terminate this Contract in whole or in part.

22. CONFIDENTIAL DATA

Each offeror may clearly mark each page of the offer that contains trade secrets or other confidential commercial or financial information, which the offeror believes should not be disclosed outside. Disclosure of requested information will be determined in accordance with the Virginia Freedom of Information Act.

23. CANCELLATION OF SOLICITATION

This solicitation may be cancelled by GRTC before or after receipt of offers.

24. PROTEST PROCEDURES

- a) Any protest or objection to the Conditions and Specifications will be submitted for resolution to GRTC's CEO. 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 if it is insufficiently supported or if it is not received within the specified time limits.
- b) All protests based upon restrictive specifications, alleged improprieties, or similar situations prior to proposal opening must be submitted to GRTC's CEO no later than seven (7) calendar days prior to the specified proposal opening date.
- c) Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to GRTC's CEO within five (5) business days after notification of Contract award. All protests will be considered by the CEO. The decision of the CEO is final. No further appeals will be considered by GRTC.
- d) **Protest Bond:** Any proposer wishing to protest the awarding of a contract by GRTC 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 offer before GRTC 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 denying the proposer's protest. If the CEO denies the proposer's protest, the bond will be used by GRTC 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
- e) **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 GRTC's CEO. The CEO shall produce the decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the CEO 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 CEO's decision.
 - i. 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.

