



IFB# 213-22-11

EXHIBIT C
SOLICITATION INSTRUCTIONS AND CONDITIONS
(INVITATION FOR BIDS – SUPPLIES/SERVICES)

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 35 local routes and 10 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 late 2017. GRTC provides additional transportation to the service area through ADA paratransit service, and vanpool and carpool development services. GRTC also operates a Bus Rapid Transit system, named “Pulse”, which opened in late 2017.
- (b) GRTC is seeking bids for **Remanufactured Gas Engines**, as described in Exhibit F, Statement of Work, Specifications and Plans, to this solicitation.

2. SOLICITATION SCHEDULE

- (a) The following schedule applies to this solicitation:

Solicitation Issued	06/30/2022
Requests for Approved Equivalentents Due	07/12/22 – 3:00 pm ET
Written Questions Due	07/12/2022 – 3:00 pm ET
Response to Written Questions and Approved Equivalentents	07/14/2022
Bids Due	07/22/2022 - Prior to 3:00 pm ET
Public Bid Opening	07/22/2022 – 03:30 pm ET
Anticipated Award of Contract Date	08/16/2022

- (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 bidders or offerors. All such changes shall be made by an amendment to the solicitation or a letter to the firms. Firms should frequently check [www.ridgegrtc.com>About Us>Procurement](http://www.ridgegrtc.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 date and time set for receipt of bids is firm. Late bids will not be considered except as described in Paragraph 9, below.

3. PRE-BID CONFERENCE

A pre-bid conference will not be held for this solicitation.

4. PREPARATION OF BIDS

- a) Bids shall remain firm for a period of ninety days (90) days from the date of bid opening.
- b) To be eligible for award of contract bidders must provide pricing for all items specified in Exhibit A - Pricing Schedule. Failure of a bidder to do so may result in rejection of the Bid as non-responsive. Award of contract shall be made based on the total amount bid for all items. One award is anticipated. Failure of a bidder to do so may result in rejection of the Bid as non-responsive. To be eligible for award of contract, bidders must provide pricing for all items. Failure of a bidder to do so may result in rejection of the Bid as non-responsive.
- c) Bidders are expected to examine Exhibit A – Pricing Schedule, solicitation instructions, contractual terms and conditions, all drawings, specifications, the statement of work, and all other provisions of, and exhibits to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of Bids. Failure to do so will be at the bidder's risk.
- d) Each bidder shall furnish the information required by the solicitation, Exhibit A, Exhibit B, B1. The bidder shall not re-format these required forms or convert them to a different file type, except as necessary to provide any authenticated digital signatures. Any reformatted forms submitted with the Bid may cause the Bid to be deemed non-responsive. Bids shall be submitted using Exhibit A - Pricing Schedule, contained in the solicitation. Bidders shall sign and print or type their name on Exhibit A – Pricing Schedule and each continuation sheet on which they make an entry. The person signing the Bid must initial erasures or other changes. Bids signed by a person other than an officer, or a partner of the bidder are to be accompanied by evidence of the agent's authority. No facsimile or stamped signatures will be accepted. Any required signatures may be hand signed or authenticated digital signatures, which must be password-protected, encrypted, and bound.
- e) All blanks on Exhibit A - Pricing Schedule shall be completed with a fixed unit price. Unit prices shall include packing, transportation, and FOB Destination. In case of any discrepancy between a unit price and any extended or total price required by Exhibit A – Pricing Schedule, the unit price will be presumed to be correct, subject to correction to the same extent and in the same manner as any other mistake.
- f) All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.
- g) In computing any period of time for the solicitation or any resulting contract, "days" means calendar days, and the day of the event from which the designated period of time begins to run shall not be included, but the last day shall be included unless it is a Saturday, Sunday, or Federal holiday, in which event the period shall run to the end of the next business day.
- h) **A BID MAY NOT CONTAIN ANY EXCEPTION TO A TERM, CONDITION, REQUIREMENT OR OTHER PROVISION OF THE SOLICITATION, IN WHOLE OR IN PART. ANY SUCH EXCEPTION MAY RESULT IN REJECTION OF THE BID AS NON-RESPONSIVE.**

5. REQUEST FOR APPROVED EQUIVALENTS

- a) Throughout the solicitation, all described features and other requirements are the minimum criteria that shall be acceptable to GRTC. Items offered by bidders must meet or exceed the minimum criteria.
- b) Bidders who wish to offer equivalent products must submit, by the timeline specified below, descriptive literature detailed enough for GRTC to determine if the product offered is equivalent to that described in the Specifications.
- c) Descriptive literature means information (e.g., cut sheets, illustrations, drawings, and brochures) submitted to GRTC for the purpose of establishing, for the purpose of evaluation and award, details of the product offered and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product.

- d) Failure of a bidder to seek GRTC's approval of an equivalent product may result in rejection of the bid as non-responsive. Further, failure of descriptive literature to show that a product conforms to the requirements of the solicitation may also cause bid rejection.
- e) The deadline for receipt of requests for approved equivalents is July 12, 2022, **3:00 pm**. All requests must be submitted to the same address specified for receipt of bids.

6. EXPLANATION TO BIDDERS

- a) Any explanation desired by a bidder regarding the meaning or interpretation of any part of the solicitation must be requested in writing from GRTC and with adequate time allowed for a reply to reach bidders before the submission of bids. Oral explanations or instructions given before the award or any contract, at any pre-bid conferences or otherwise, will not be binding on GRTC. Any information given to a bidder concerning an interpretation of the solicitation will be furnished to all bidders as an amendment to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.
- b) Questions shall be submitted in writing by no later than July 12, 2022, **3:00 pm**.

7. ACKNOWLEDGEMENT 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 bidder to acknowledge the amendments to the solicitation.
- c) Bidders 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 bids.
- d) GRTC must receive the acknowledgment by the time and method specified for receipt of bids.
- e) Failure to acknowledge amendments issued after a proposal has been submitted to GRTC will result in the proposal being invalid. Proposer's may acknowledge amendments at any time prior to bid closing. It is the responsibility of the bidder to check the solicitation package accessible at www.ridegrtc.com > *About Us* > *Procurement*, for any amendments to the solicitation.

8. SUBMISSION OF BIDS

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

Jamel Harper
Procurement Department
Greater Richmond Transit Company
301 E. Belt Boulevard
Richmond, VA 23224

(To be received) no later than **July 22, 2022, prior to 3:00 pm EST**

- b) The bid shall show the hour and date specified in the solicitation for receipt of offers, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.
- c) Bids are time-date stamped when received in GRTC's Lobby. Lobby Hours are Monday – Friday 8am – 4:30 pm. Reminder that on July 22, 2022, **proposals must be date stamped prior 3:00 pm (EST)**. Time should be allowed for any processing delays.
- d) Facsimile bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written notice any time prior to deadline stipulated for receipt of bids.

- 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 bidder's request and expense, unless otherwise specified in the solicitation.
- f) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid 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 bid due date is changed, the due date of the past performance questionnaire also will change and become the same as the bid due date.

9. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

Any bid, modification, or withdrawal of a bid received after the exact time specified for receipt will not be considered unless it is received before award is made, and/or unless the bid is the only bid received.

- a) It is the sole responsibility of the bidder to assure all documentation required to constitute a complete bid submission is fully submitted prior to the deadline set for receipt of bids. If all or any portion of a bid submitted is received late, is illegible, or is otherwise non-responsive due to equipment failure or operator error, the bid or the applicable portion of the bid will not be considered. GRTC will not be liable for late bids or operator error. It is the bidder's responsibility to confirm all transmissions of information and bidder hereby waives any claim against GRTC for bids, failures, or delays. A final review of the data contained under the Bid Information, Line Items, Documents/Attachments, Addenda & emails, and Q&A tabs should be made immediately prior to Bid submittal.

Notwithstanding (a) of this provision, a late modification of an otherwise successful bid which makes its terms more favorable to GRTC will be considered at any time it is received and may be accepted.

10. ONLINE PUBLIC BID OPENING

A virtual Public Bid Opening will be held on **July 22, 2022, Virtual Bid Opening at 3:30 pm EST.**

Please find link to the Virtual Bid Opening:

Join from PC, Mac, Linux, iOS or Android: <https://meetings.ringcentral.com/j/1497596358>

For the best audio experience, please use computer audio. Or iPhone one-tap :

- US: +1(646)3573664,,1497596358#
- +1(773)2319226,,1497596358# (US North)
- +1(312)2630281,,1497596358#
- +1(470)8692200,,1497596358# (US East)
- +1(213)2505700,,1497596358#
- +1(346)9804201,,1497596358#
- +1(469)4450100,,1497596358# (US South)
- +1(623)4049000,,1497596358# (US West)
- +1(650)2424929,,1497596358#
- +1(720)9027700,,1497596358# (US Central)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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

Meeting ID: 149 759 6358

International numbers available: <https://meetings.ringcentral.com/teleconference>

11. DISCOUNTS

Prompt payment discounts will not be considered in evaluating bids for award.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) Goal

There is no DBE goal on this solicitation.

13. AWARD OF CONTRACT

- a) Before awarding any contract, GRTC will verify, using the [Federal System for Award Management \(SAM\)](#), that the bidder recommended for contract award has no unsatisfactory performance history that would prohibit awarding them a contract.
- b) Line-item bid prices must include any and all warehousing, freight, delivery and lay down at the designated location, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements.
- c) One (1) award of contract is anticipated under this solicitation.
- d) The contract will be awarded to the lowest responsive, responsible bidder whose bid conforms to the solicitation. A responsible bidder is one who affirmatively demonstrates to GRTC that the bidder 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 the procurement. Tie bids will be determined by the Director of Procurement using a method of tiebreaking at the Director of Procurement's discretion.
- e) GRTC reserves the right to reject any and/or all bids or any part thereof. GRTC reserves the right to award by item, groups of items, or lowest total amount, whichever GRTC determines is in its best interest.
- f) GRTC may accept any item or group of items of any bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in Exhibit A - Pricing Schedule, bids 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 price bid unless the bidder specified otherwise in the bid.
- g) GRTC's execution of the Contract shall be deemed to result in a binding contract without further action by the bidder.
- h) Any financial data submitted with any bid 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. GRTC FURNISHED PROPERTY

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

15. CONFIDENTIAL DATA

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

16. RELEASE OF INFORMATION

Information submitted in response to this solicitation shall not be released by GRTC during the bid evaluation process or prior to contract award. Bidders are advised that GRTC is subject to the Virginia Freedom of Information Act and may be required to release bid or proposal information, other than trade secrets, after contract award.

17. COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to this solicitation which may be required by GRTC shall be the sole responsibility of and shall be borne by the bidder.

18. CANCELLATION OF SOLICITATION

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

19. FUNDING AVAILABILITY

The parties understand and agree that GRTC's ability to make payments under this 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.

20. 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 GRTC 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 GRTC 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 GRTC
- 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 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.