



EXHIBIT C
IFB# 239-24-12
SOLICITATION INSTRUCTIONS AND CONDITIONS
(INVITATION FOR BIDS – CONSTRUCTION, ALTERATION OR REPAIR)

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 the Environmental Remediation & Demolition of 325 E. Belt Blvd., 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	08/16/2024
Pre-Bid Conference and Site Visit	08/29/2024 – 10:00 am ET
Requests for Approved Equivalentents Due	09/05/2024 – 3:00 pm ET
Written Questions Due	09/05/2024 – 3:00 pm ET
Response to Written Questions and Approved Equivalentents	09/12/2024
Bids Due	09/30/2024 - Prior to 3:00 pm ET
Public Bid Opening	09/30/2024 – 3:30pm ET
Anticipated Award Date	October 2024

- (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. Bidders should frequently check the GRTC website at 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 11, below.

3. MAGNITUDE OF CONTRACT

The magnitude of this contract is between \$1,500,000 and \$2,000,000.

4. PRE-BID CONFERENCE

a) There will be a pre-bid meeting on **Thursday, August 29, 2024, at 10:00 am** in the GRTC Boardroom located at 301 E. Belt Blvd., Richmond, VA 23224. If unable to attend in-person, the meeting will also be held on-line through Microsoft Teams. The pre-bid is not mandatory, but attendance is highly encouraged.

(i) All potential bidders can join the meeting using this link: [Join the meeting now](#)
Meeting ID: 214 717 179 201
Passcode: dAScyf

(ii) Or join using the following dial in information:

Dial in by phone

[+1 323-457-5466,,809633770#](tel:+13234575466,809633770) United States, Los Angeles

b) There will be a public bid opening on **Monday, September 30, 2024, 3:30 pm** via Microsoft Teams.

All potential bidders can join the meeting using this link: [Join the meeting now](#)

Meeting ID: 296 212 606 229

Passcode: SWekm6

(i) Or join using the following dial in information:

Dial in by phone

[+1 323-457-5466,,980658412#](tel:+13234575466,980658412) United States, Los Angeles

5. SITE VISIT

There will be a site visit immediately following the Pre-Bid Meeting at 301 E. Belt Blvd., Richmond, VA 23224. No Personal Protective Equipment (PPE) is required.

6. PREPARATION OF BIDS

a) Bids shall remain firm for a period of ninety (90) days from the date of public bid opening.

b) IF BIDS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: GRTC TRANSIT SYSTEM, PURCHASING DEPARTMENT, 301 E. Belt Blvd., Richmond, VA 23224. The IFB number, date, and time of bid submission deadline, as reflected above, must clearly appear on the face of the returned bid package.

c) To be eligible for award of contract bidders must provide pricing for all items specified in Exhibit A - Pricing Schedule. Failure 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.

d) 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.

e) Each bidder shall furnish the information required by the solicitation, Exhibit A, Exhibit B, Exhibit B-1 and Exhibit D forms. The bidder shall not re-format these required forms or convert them to a different file type. 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.

- f) All blanks on Exhibit A - Pricing Schedule shall be completed with a fixed unit price. Unit prices shall be FOB Destination and must include packing, transportation, unloading and lay down. Line-item bid prices must include any and all warehousing, freight, delivery, financing, carrying charges, and all other such charges to accommodate the supply/service and delivery requirements. 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.
- g) The quantities are either fixed or estimated (see Exhibit A - Pricing Schedule). Fixed quantities shall be purchased under the contract and estimated quantities shall not necessarily be purchased in total under the contract.
- h) 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.
- i) 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.
- j) **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.**

7. BID BOND

- a) All bids shall be accompanied by a bid guarantee in an amount of not less than five percent (5%) of the total amount of base bid. The only acceptable bid guarantee will be an original bid bond with Power of Attorney attached, issued by a surety company listed in the latest U. S. Treasury Department Circular 570, and be authorized to do business in Virginia.
- b) The bidder or offeror shall ensure that the surety bond shall not be impaired by any extension(s) of time for acceptance of the bid that the bidder may grant to GRTC.
- c) Bid Bonds shall be submitted along with the bid submittal according to the instructions provided in Section 10, SUBMISSION OF BIDS.

8. 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 **September 5, 2024, 5:00 pm**. All requests must be submitted to the same address specified for receipt of bids.

9. 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 to Kirk Perry, at kirk.perry@rideGRTC.com 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 to Kirk Perry, at kirk.perry@rideGRTC.com by no later than **September 5, 2024, 5:00 pm**. to allow adequate time for answers to be considered and prepared by GRTC.

9. 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 check the solicitation package accessible at www.ridegrtc.com > *About Us* > *Procurement*, for any amendments to the solicitation.
- c) Bidders shall acknowledge receipt of any amendment to this solicitation.
- d) GRTC must receive the acknowledgement by the time and method specified for receipt of bids.

10. SUBMISSION OF BIDS

- a) IF BIDS ARE MAILED, HAND DELIVERED OR SENT BY COURIER, DELIVER TO: GRTC TRANSIT SYSTEM, PURCHASING DEPARTMENT, 301 E. Belt Blvd., Richmond, VA 23224. The IFB number, date, and time of bid submission deadline, as reflected above, must clearly appear on the face of the returned bid package.
- b) **Bids are due on September 30, 2024, prior to 3:00 pm. ET.**

11. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

- a) 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.
- b) It is the sole responsibility of the bidder to assure all documentation required to constitute a complete bid is received prior to the deadline set for receipt of offers
- c) 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.

12. ONLINE PUBLIC BID OPENING

- a) There will be a public bid opening on **September 30, 2024, at 3:30 pm**; refer to Section 4 b) i and ii for instructions in this document
 - (i) All potential bidders can join the meeting; see section 4 b) i and ii of this document for instructions

13. DISCOUNTS

Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

14. 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 not established a goal for DBE participation in this solicitation. All DBE Participation will be counted as 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 as a matter of the offeror's responsiveness. will consider for award only those offerors which have met these requirements.
- e) The goal agreed to between the successful offeror shall be incorporated into the contract resulting from this solicitation.
- f) In accordance with the DBE Program, GRTC has established a Race Neutral Overall DBE Goal of 1.9%.

15. 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) One (1) award of contract is anticipated under this solicitation.
- c) The contract will be awarded to the lowest responsive and responsible bidder(s) 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's discretion.
- d) 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.
- e) 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.

- f) GRTC's execution of the Contract shall be deemed to result in a binding contract without further action by the bidder or offeror.
- g) Any financial data submitted with any bid hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; however, 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.

16. SITE INVESTIGATION

Prior to bidding, all bidders or offerors are encouraged to conduct a site investigation sufficient to apprise bidders of the nature of the work to be performed to the extent specified in that clause. Bidders may request a site visit by email to Kirk.Perry@rideGRTC.com.

17. GRTC FURNISHED PROPERTY

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

18. 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.

19. RELEASE OF INFORMATION

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

20. 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 or offeror.

21. CANCELLATION OF SOLICITATION

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

22. 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.

23. 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.