



EXHIBIT C Revised

**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 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 proposals from qualified and experienced firms to provide **Janitorial Services**, as described in Exhibit F, Scope of Services, in this solicitation.

2. SOLICITATION SCHEDULE

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

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| Solicitation Issued | October 18, 2023 |
| Pre-Proposal Conference & Site Visit | October 25, 2023 In Person Meeting |
| Written Questions Due | October 30, 2023, Prior 3:00pm EST |
| Response to Written Questions | November 1, 2023 |
| Proposals Due | November 8, 2023 Prior to 3:00pm EST |
| Oral Discussions (if required) | November 28 and 29, 2023 |
| Best and Final Offer Due (if requested) | December 8, 2023, by 3:00pm |
| Anticipated Award of Contract | December 2023 |

- (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. Firms should frequently check GRTC’s website at www.ridegrtc.com >About US > Procurement.
- (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 10, below.

3. PRE-PROPOSAL CONFERENCE

- (a) A pre-proposal conference to discuss the requirements of this solicitation shall be held for all interested parties on Wednesday October 25, 2023, at 10:00am in the 2nd Floor Conference Room. Attendance is highly recommended but is not mandatory.
- (b) The location of the pre-proposal conference is 301 East Belt Boulevard, Richmond VA 23224.
- (c) Questions relating to the Request for Proposals and requests for clarification may be submitted in writing by e-mail to antionette.haynes@ridegrtc.com , at least three (3) days in advance of the conference to allow sufficient time for answers to be considered and prepared by GRTC for the conference.
- (d) No oral interpretations as to the meaning of the RFP will be made to any proposer. Any explanation desired by a proposer regarding the meaning or interpretation of the RFP, specifications, etc., must be requested in writing and with sufficient time allowed (a minimum of fifteen (15) calendar days before date set to receive proposals) for a reply to reach proposers before the submission of their proposals. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate, and will be furnished as promptly as is practicable to all parties to whom the RFP has been issued, but at least seven (7) calendar days prior to the proposal due date. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by GRTC before the award of the Contract will not be binding upon GRTC.

4. SITE VISIT

- (a) A site visit shall be held for all interested parties beginning on October 25, 2023, directly after the Pre-proposal meeting. The location of the site visit is 301 East Belt Boulevard Richmond VA 23224. Attendance is highly recommended but is not mandatory.

5. PROPOSAL PREPARATION

Offerors must ensure that no pricing information is presented in any volume except in Volume 1, the Price Proposal. A complete proposal consists of two (2) separate volumes. All written documentation shall be submitted in the appropriate volume marked with the respective tabs as described below.

- (a) Volume 1: Price Proposal/Contract Forms (Information in this volume is not subject to the forty (40) page limit)

Volume 1 shall be submitted in a separate folder from Volume 2 in one (1) ORIGINAL, and one (1) electronic copy (USB). Volume 1 should be structured as follows:

- Tab A – Exhibit A/A1, Schedule & Cost Breakdowns
- Tab B – Exhibit C-1, Exceptions and Assumptions in Price Proposal
- Tab C – Exhibit B, Representations and Certifications
- Tab D – Firm Financial Data
- Tab E – Certificate of Insurance
- Tab F – W-9
- Tab G – Firm Data Sheet**

- (b) Volume 2: Technical Proposal
The technical proposal shall be organized as described below and submitted in a separate binder from Volume 1 in one (1) ORIGINAL, and one (1) electronic copy (USB).

- Tab A – Introduction of the Offeror
- Tab B – Qualifications of the Firm
- Tab C – Qualifications of Staff
- Tab D – Work Plan
- Tab E – Exhibit C-1 Exceptions and Assumptions in Technical Proposal

(c) Formatting

- (1) Text: Type size will not be smaller than Microsoft Word Times New Roman 11-point font, normal proportional spacing. Text lines will be single-spaced.
- (2) Illustrations and Tables: Foldout pages up to 17 x 11 inches will be allowed. For page count purposes, foldout pages will count as two 8.5 x 11-inch pages. Foldouts of charts, tables, or diagrams shall not exceed 11 x 17 inches. All information (except for document numbers, page numbers, etc.) shall be provided within an image area of 9 x 15 ½ inches. For page count purposes, each printed side of a foldout page shall count as two pages. Figure callouts shall be legible and shall be at least six (6) points in height after final reduction. Figure callouts may be single-spaced. Photo-reduced foldout pages will not be used to circumvent the stated page limitations.
- (3) Binding: Each volume of the proposal will be separately bound in standard loose-leaf, three-ring binder. The number of copies for each volume is specified below. Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the offeror's name, volume number, RFP number, RFP title and copy number (e.g., copy 1 of 2). The original for each volume will be clearly identified on the cover and the spine. All binders will allow for easy removal and replacement of pages.
- (4) Indexing: Each volume will contain a "Table of Contents" for that volume of the proposal. The "Table of Contents" will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing will be used to identify sections as appropriate.
- (5) Copies/Page Limit: Offerors shall submit an Original and one (1) electronic copy (USB), Price Proposal and an Original and one (1) electronic copy (USB), Technical Proposal. The forty (40) page limit shall apply to Volume 2, Technical Proposal. The Past Performance Questionnaire submitted directly to GRTC by the offeror's clients is not included in the page limitation. The resumes of key personnel are also exempt from the forty (40) page limit. Cross-references should be utilized to preclude unnecessary duplication of data between sections.

6. CONTENTS OF PROPOSAL

- (a) Offerors shall submit an original proposal in two volumes, with original signatures, plus and one (1) electronic copy (USB), 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:
 - (1) Volume 1: Price Proposal/Contract Forms: Exhibits A, B, C-1 and D 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. This section shall contain the offeror's fee (price) proposal utilizing the format provided in Exhibit A. Offerors must provide pricing for all items to be considered for award of the contract.

(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) 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 E) Certificate of Insurance

(Tab F) W-9

(Tab G) Firm Data Sheet

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 GRTC, 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) the resumes of key team members; as a minimum the offeror shall provide resumes for the Project Manager; (the resumes are not counted in the forty (40) page limit for Volume 2); and
- (iii) the methodology that will be used to provide supplementary staff to replace any staff originally assigned to the project.
- (iv) Staff Guarantee. 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 aforementioned staffing plan.

(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) equipment that will be used by on-site staff to perform the work;
- (iii) implementation plan;
- (iv) ability to meet project timelines;
- (v) portions of work to be subcontracted and by whom;
- (vi) identification of critical or problem areas; and
- (vii) 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.

(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.

7. 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 GRTC. 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 by no later than October 30, 2023, **Prior 3:00pm**, to allow sufficient time for answers to be considered and prepared by GRTC.

8. 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 the GRTC web site at www.ridegrtc.com >About Us> Procurement for any amendments to the solicitation. Amendments will not be mailed or faxed.
- (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.

9. SUBMISSION OF OFFERS

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

Antionette Haynes
Procurement Department
Greater Richmond Transit Company
301 E. Belt Boulevard
Richmond, VA 23224

(To be received) no later than **November 8, 2024, prior to 3:00pm**

- (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 the Procurement Department. Due to heightened security concerns all deliveries in GRTC's lobby are processed through a security guard, 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.

10. 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:
 - (1) 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);
 - (2) 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;
 - (3) 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
 - (4) 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:
 - (1) 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
 - (2) 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.
 - (3) 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 “postmark” 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.

11. EVALUATION FACTORS

- (a) GRTC will select a firm based on how well the offeror's proposal conforms to the solicitation and represents the best value to GRTC. If GRTC does not choose to make a selection based on initial proposals, 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) GRTC will make the award to the responsible offeror whose offer conforms to the solicitation and represents the best value to GRTC, cost or price and technical factors listed below considered. **For this solicitation, the factors other than cost or price are significantly more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.**
- (c) 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) **Management Competence and Staffing Plan:** This factor evaluates the offerors proposed organizational structure and staffing to effectively accomplish the work required in the Scope of Services.
 - (i) The standard is met when an adequate resume for Project Manager is provided with sufficient information indicating education and experience, as well as any other information relative to performance of this contract. The extent, depth, and quality of the Project Manager's relevant work experience, as well as the quality and applicability of his or her education, technical experience, and professional development as they relate to the position in performance of the contract will be evaluated.
 - (ii) The standard is met when the proposal includes a detailed Staffing Plan describing the organization's structure and staff roles and responsibilities in a way that ensures efficient use of staff while promoting high quality performance.
 - (iii) The standard is met when the proposed Staffing Plan includes efforts of the corporate team to measure the performance and the effectiveness of the local Management team, and communication with GRTC.
 - (iv) The standard is met when plans to replace staff are sufficient to avoid any degradation of work due to staffing vacancies of any duration.
 - (2) **Quality of Delivery, Safety and Performance Monitoring Plan:** This factor evaluates the offeror's approach to ensuring high quality service delivery, commitment to safety, and the firm's plan to monitor and measure provision of service.
 - (i) The standard is met when the proposal demonstrates a thorough understanding of the services to be provided and the activity required to ensure high quality service.
 - (a) Outline of responsibility for surveillance of work
 - (b) Documentation and resolution of deficiencies
 - (c) Corrective action
 - (d) Interface with GRTC
 - (e) Description of the offeror's plan to identify unfavorable trends and problem areas.
 - (ii) The standard is met when the proposal includes a detailed description of the Safety Management System (SMS) program which describes a comprehensive approach to safety, including proactive and reactive activities. Safety/SMS approach should reflect industry best practices and comply with applicable regulations and standards.

- (iii) The standard is met when a plan for performance monitoring is provided which details a thorough understanding of the performance requirements detailed in the Scope of Services. The proposal shall outline logical and reasonable methods for ensuring that these requirements are met and measured.
 - (iv) The standard is met when the proposal includes and describes the records to be kept to comply with all requirements of the Scope of Services.
 - (v) The standard is met when the proposal reflects industry best practice and demonstrates a thorough understanding of the service requirements detailed in the Scope of Services.
- (3) **Quality of Training, Mobilization Plan and other required submittals:** This factor evaluates the offeror's approach to training staff and service mobilization. This factor also evaluates the quality of the offeror's required submittals.
- (i) The standard is met when the proposal details a training program that demonstrates a thorough understanding of the activity required to ensure all staff are adequately trained on an ongoing basis.
 - (ii) The standard is met when training programs for new hires and existing staff represent industry best practices for promoting safe, efficient and courteous transportation service.
 - (iii) The standard is met when a detailed Mobilization Plan is provided. This should include a description of the offeror's plan for assuming responsibility for the services, identification of the issues that will need to be addressed during the mobilization period and an itemized schedule.
 - (iv) The standard is met when the mobilization schedule identifies major milestones as well as the task level components necessary to achieve each milestone. Resources (materials and personnel) associated with each task shall be documented.
 - (v) The standard is met when a detailed labor relations approach is provided. This should outline an overview of the offeror's approach to labor relations, including efforts to avoid work stoppages, and detailing the firm's experience working with bargaining employees.
- (4) **Quality of Maintenance Program:** This factor evaluates the offeror's approach to ensuring high quality maintenance of CMTA assets, including vehicles, facilities, and equipment.
- (i) The standard is met when the proposal includes a detailed description of the offeror's approach to implement GRTC's program for vehicle, facility and equipment maintenance.
 - (a) Outline of responsibility for surveillance of work
 - (b) Documentation and resolution of deficiencies
 - (c) Corrective action
 - (d) Interface with GRTC
 - (e) Description of the offeror's plan to identify unfavorable trends and problem areas.
 - (ii) requirements of the Scope of Services.
- (5) **Capability, Experience and Past Performance of the Firm:** This factor identifies and reviews relevant present and past performance, and then makes an overall assessment of GRTCs confidence that the offeror will successfully perform the effort described in the RFP, based on the offerors demonstrated present and past performance.

- (i) The standard is met when the proposal addresses performance in related functions of at least three (3), but no more than ten (10), of the most relevant contracts performed for transit agencies and commercial customers within the last three (3) years of current and past contracts.
 - (ii) The standard is met when the offeror shares details related to contract issues encountered on other contracts. GRTC recognizes that mistakes happen, and issues arise. Offerors will be evaluated on their willingness to admit mistakes, the quality of corrective action taken, and the ability to apply lessons learned to other situations.
 - (iii) In evaluating this factor, GRTC will use the performance information gathered from offeror-provided references using questionnaires. Furthermore, GRTC reserves the right to use data independently obtained from other entities and commercial sources, other customers known to GRTC, consumer protection organizations, and others who may have useful and relevant information.
 - (iv) In evaluating past performance, GRTC will consider the offeror's past performance record about quality, timeliness, and performance results. GRTC will consider the relevancy and extent of the past performance. Positive experience with contracts of closely similar terms to the Scope of Services may result in a favorable rating for this factor.
- (d) Each of the evaluation factors will be given one of the following ratings:
- (1) Excellent: Exceeds evaluation standard in a beneficial way to GRTC and has a high probability of satisfying the requirements in the scope of services; has no significant weaknesses.
 - (2) Acceptable: Meets evaluation standards; has good probability of satisfying the requirements in the scope of services, any weaknesses can be readily corrected.
 - (3) Marginal: Fails to meet evaluation standards; has low probability of satisfying the requirements in the scope of services; has significant deficiencies.
 - (4) Unacceptable: Fails to meet minimum requirements in the scope of services; deficiency requires a major revision to the proposal to make it acceptable.
- (e) In establishing the final rating for an offeror, GRTC may take into consideration information provided during oral discussions and any best and final offer.
- (f) 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 **November 28, 2023 and November 29, 2023**. Offerors are advised of these dates and should plan accordingly.
- (g) GRTC reserves the right to award the contract based on the initial proposal without further discussions.
- (h) 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.

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 GRTC, 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 GRTC's check.

13. SMALL BUSINESS ENTERPRISE (SBE)

GRTC's Supplier Diversity Program is an initiative that encourages the use of certified small, women and minority owned businesses. No SWaM Goal has been established for this bid. However, If the Proposer intends to subcontract a portion of the services on the project, the proposer is encouraged to seek out Small, Women, and Minority (SWaM Firms) as possible subs. A searchable list of SWaM-certified vendors is available at the Department of Small Business and Supplier Diversity's Website: <https://sbsd.virginia.gov/directory/>.

14. 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 GRTC, 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 GRTC 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 GRTC.
- (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.

15. 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.

16. 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.

17. 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 and shall be borne by the offeror.

18. INQUIRIES

Inquiries must be submitted in writing. Material information provided to one potential offeror shall be provided equally to all offerors on the GRTC website at www.ridegrtc.com >About US>Procurement. 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 Antionette Haynes, Procurement Specialist, by e-mail at antionette.haynes@ridegrtc.com.

19. 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.

20. PROPOSAL 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.

21. GRTC FURNISHED PROPERTY

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

22. FUNDING AVAILABILITY

Funding after the current fiscal year of any contract resulting from this solicitation is subject to revenue availability and appropriation of funds in the annual budget approved by GRTC's Board of Directors.

23. 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 GRTC. Disclosure of requested information will be determined in accordance with the Virginia Freedom of Information Act.

24. CANCELLATION OF SOLICITATION

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

25. 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 Protest Review Board. The decision of the Protest Review Board is final. The Protest Review Board will consist of the Chief Executive Officer, Chief Operating Officer, and the Legal Counsel for GRTC. 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 Protest Review Board 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
 - (i) Except as otherwise provided in this Contract, any Protest concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by a Protest Board comprised of GRTC's Chief Executive Officer, Chief Operating Officer, and Legal Counsel. This board shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Protest Board shall be final, unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a Protest hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Protest Board's decision.
 - (ii) 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.