



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 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 a **Transit Bus Driver Training Simulator**, as described in Exhibit F, Scope of Services, in this solicitation.

2. SOLICITATION SCHEDULE

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

Solicitation Issued	June 06, 2024
Pre-Proposal Conference	June 13, 2024 at 10:30 am est.
Written Questions Due	June 18, 2024 at 3:00 pm est.
Response to Written Questions	June 25, 2024
Proposals Due	July 09, 2024, prior to 3:00 pm
Oral Discussions (if required)	July 18 and July 19, 2024 at 10:00am
Best and Final Offer Due (if requested)	July 23, 2024
Anticipated Award of Contract	July, 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 or a letter to the firms. Firms should frequently check the GRTC website, 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 10, below.

3. **PRE-PROPOSAL CONFERENCE**

- (a) A virtual pre-proposal conference to discuss the requirements of this solicitation shall be held for all interested parties on **Thursday, June 13, 2024 at 10:30am est.** Attendance is highly recommended but is not mandatory.

[Join the meeting now](#)

Meeting ID: 222 441 646 846

Passcode: TNEecw

Dial in by phone

[+1 323-457-5466](tel:+13234575466), [745638611#](tel:+13234575466) United States, Los Angeles

[Find a local number](#)

Phone conference ID: 745 638 611#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

- (b) Questions relating to the Request for Proposals and requests for clarification may be submitted in writing by e-mail to brandon.butler@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.
- (c) 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. **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, Pricing Schedule in Excel format

Tab B – Exhibit C-1, Exceptions and Assumptions in Price Proposal

Tab C – Exhibit B, Representations and Certifications

Tab D – Intent to Perform as DBE Contractor / DBE Subcontractor & Firm Data Sheet

Tab E– Schedule C for subcontractor Participation & intent to perform (if DBE/SBE Applicable)

Tab F – Firm Financial Data

Tab K- Buy America Certification

- (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.

5. 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, and C-1 forms 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- Cost Breakdown. 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

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:

- System Design and Configuration: Discuss the direct qualifications and experience of the firm as they relate to this project
- Training and Support Services: Discuss the direct qualifications and experience of the firm as they relate to this project
- Installation and Integration: Discuss the direct qualifications and experience of the firm as they relate to this project
- the resumes of key team members; (the resumes are not counted in the forty (40) page limit for Volume 2); and
- the methodology that will be used to provide supplementary staff to replace any staff originally assigned to the project.
- 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

(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 system design and configuration for training simulator like work completed for other transit authorities;
- (ii) In what manner will training will be provided on how to operate and maintain the simulator system;
- (iii) Implementation plan; Coordinate the delivery, installation, and setup of the simulator system at the agency's designated training facility.
- (iv) In what manner will testing be conducted and troubleshooting to ensure the simulator is fully functional and operational.
- (v) Technical support and maintenance services to address any issues or concerns with the simulator system.
- (vi) Include regular updates and upgrades to the simulator software to enhance training capabilities.

(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 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 **June 18, 2024, by 03:00 pm**. to allow sufficient time for answers to be considered and prepared by GRTC.

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 the GRTC web site at [www.ridegrtc.com] 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.

8. 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:

Brandon Butler
Procurement Department
Greater Richmond Transit Company
301 E. Belt Boulevard
Richmond, VA 23224

(To be received) no later than July 09, 2024 prior to 03:00 pm

- (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.

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:
 - (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.

10. 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) **Experience and Qualifications:**

- Vendor's experience in providing transit training simulator systems for public transportation agencies.
- Vendor's experience in providing transit training simulator systems for public transportation agencies.

(2) **Technical Proposal:**

- Completeness of the proposal in addressing the agency's requirements and specifications.
- Compatibility of the proposed simulator system with the agency's current infrastructure.

(3) **Training and Support:**

- Quality and thoroughness of the proposed training program for agency staff.
- Availability and responsiveness of the vendor's technical support team for ongoing maintenance and assistance.

(4) **References:**

- Past performance and satisfaction of previous clients who have used the vendor's transit training simulator systems

- a) 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.
- b) In establishing the final rating for an offeror, may take into consideration information provided during oral discussions and any best and final offer.
- c) Oral discussions may be required; however, the most qualified firm may be selected based on the initial proposal only. If necessary, oral discussions are tentatively scheduled for **July 18 & July 19, 2024**. Offerors are advised of these dates and should plan accordingly.
- d) reserves the right to award the contract based on the initial proposal without further discussion.
- e) 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.
- f) will request a price proposal from the most qualified offeror. Pricing shall be in the format required by GRTC.
- g) After GRTC's review of the price proposal, negotiations may be conducted for the purpose of arriving at a fair and reasonable price.
- h) 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.
 - (i) for new hires and existing staff represent industry best practices for promoting safe, efficient and courteous transportation service.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
- In establishing the final rating for an offeror, GRTC may take into consideration information provided during oral discussions and any best and final offer.
- 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 TBD. Offerors are advised of these dates and should plan accordingly.
- GRTC reserves the right to award the contract based on the initial proposal without further discussion.
- 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.

A. 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. 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 GRTC contracts. Offerors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of GRTC 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, expressed as a percentage of the total contract price, including any increases that may occur, are:

0% DBE Participation

- (c) GRTC's 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 GRTC 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.

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]. 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 should be directed to [Brandon Butler, Procurement, by e-mail at [brandon.butler@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.