

## SECTION 14

### GENERAL CONDITIONS FOR OFFERORS

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#### 14.1 DEBARMENT STATUS

By submitting its proposal, the Offeror certifies that it is not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia or the U.S. Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by an agency of the Commonwealth of Virginia or the U.S. Government.

#### 14.2 PROPOSAL ACCEPTANCE PERIOD

The proposal and any modification thereof shall be binding upon the Offeror for one hundred and twenty (120) calendar days following the proposal closing date. Any proposal in which the Offeror shortens the acceptance period shall be rejected, although the acceptance period may be extended by mutual agreement between VRE and the Offeror. At the end of the proposal acceptance period, the Offeror may withdraw its proposal by giving written notice to VRE.

#### 14.3 REJECTION OF PROPOSALS

- A. VRE expressly reserves the right to reject any or all proposals or any part of a proposal, and to resolicit the services in question, if such action is deemed to be in the best interest of VRE.
- B. Proposals which fail to meet the solicitation requirements, or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or in which errors occur, or which contain abnormally high or abnormally low prices, for any class or item of work, may be rejected as invalid at VRE's discretion.
- C. The receipt of more than one proposal from the same Offeror, whether or not the same or different names appear on the signature page, shall result in none of the Offeror's proposal being considered.



- D. Reasonable proof for believing that any Offeror has an interest in more than one proposal for the work contemplated will cause the rejection of all proposals made by him directly or indirectly.
- E. Any or all proposals shall be rejected if there is reason for believing that collusion exists among the Offerors.

#### **14.4 OBLIGATION OF CONTRACTOR**

By submitting a proposal, the Contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

#### **14.5 ADDITIONAL INFORMATION**

VRE reserves the right to ask any Contractor to clarify its offer.

#### **14.6 QUALIFICATION OF OFFERORS**

VRE may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) required in the performance of this Contract. The Offeror shall furnish to VRE all such information and data for this purpose as may be requested. VRE further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VRE that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or goods contemplated therein.

#### **14.7 SINGLE PROPOSAL**

If a single conforming proposal is received, a price and/or cost analysis of the proposal shall be made by the VRE. A price analysis is the process of examining and evaluating a prospective price without evaluation of the separate cost element. It should be recognized that a price analysis through comparison to other similar contracts shall be



based on an established or competitive price of the elements used in the comparison. The comparison shall be made to the cost of similar projects and involve similar specifications.

#### **14.8 PRE-AWARD SURVEY**

- A. After the due date and prior to Contract award, VRE shall have reviewed and evaluated all data submitted by the Offeror.
- B. VRE reserves the right to perform or have performed a financial review of the successful Offeror's resources, and to require the submission of a statement of work in progress by the Offeror.
- C. VRE may make such reasonable investigations as deemed proper and necessary to determine the Offeror's responsibility and ability to perform the Contract. The Offeror shall furnish VRE such information and data for this purpose as may be requested. VRE reserves the right to inspect the Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities.

#### **14.9 DELAYS IN AWARD**

Delays in award of a Contract, beyond the anticipated starting date, may result in a change in the Contract period indicated in the solicitation. If this situation occurs, the VRE reserves the right to award a Contract covering the period equal to or less than the initial term indicated in the solicitation.

#### **14.10 AWARD FOR ALL OR PART**

Unless otherwise specified, the VRE may, if it is in the best interest of the VRE to do so, award all or part of the proposal to any Contractor whose proposal is the most responsible and responsive and whose proposal best meets the requirements and criteria set forth in the solicitation.

#### **14.11 PROTEST OF AWARD**

- A. An Offeror wishing to protest an award or a decision to award a Contract must submit the protest, in writing, to the VRE no later than ten (10) days after either the decision to award or the award, whichever occurs first. The protest must include the basis for the



protest and the relief sought. Within ten (10) days after receipt of the protest, the Chief Executive Officer of VRE will issue a written decision stating the reasons for the action taken. This decision is final. Further action, by an Offeror, may be taken by instituting action as provided by the Code of Virginia.

- B. The Federal Transit Administration (FTA) will only review protests regarding the alleged failure of the VRE to have written protest procedures or to follow those procedures. Any party wishing to file a protest with the FTA should do so not later than five (5) days after a final decision is rendered under VRE's protest procedure. Further details regarding this process may be found in the FTA Circular C4220.1D, Section 7.k.

