



**RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY
INVITATION FOR BIDS (IFB)**

Issue Date: July 25, 2023

IFB# RMTA – Snow & Ice Removal 2023

Title: REVISED – RMTA Snow & Ice Removal Services 2023

Location of Services – The snow and ice removal services will be performed within the right-of-way limits of the Richmond Metropolitan Transportation Authority (RMTA) in Richmond, VA to include all on and off ramps up to the intersections of non-RMTA route(s) pavement edge. See Attachment G for RMTA System Map.

Issuing Agency: **Richmond Metropolitan Transportation Authority
901 E. Byrd Street, Suite 1120
Richmond, Virginia 23219
Attention: Paula Watson – Procurement Manager**

Period Of Contract: One Year from Contract Start Date with four (4) successive one (1) year renewal options.

Pre-Bid Conference: A **MANDATORY virtual pre-bid conference will be held for this solicitation on Thursday, August 3, 2023 at 10:00 AM.** Please refer to Section V. of the bid documents for details regarding the virtual **MANDATORY** pre-bid meeting.

Sealed Bids using the bid forms contained herein shall be RECEIVED until 10:00 AM on Tuesday, August 29, 2023 at RMTA, 901 E. Byrd Street, Suite 1120, Richmond, VA 23219.

Sealed Bids will be OPENED in public on: Tuesday, August 29, 2023 at 10:00 AM in the order in which bids were received. Please refer to Section VIII, part (2) for details regarding the virtual bid opening.

All Inquiries for Information **MUST** be directed in writing to: Paula Watson, Procurement Manager, via e-mail: paula.watson@rmtaonline.org . No questions will be answered by phone or verbally. **All questions must be received on or before Tuesday, August 15, 2023 no later than 5:00 PM.**

IF BIDS ARE MAILED, HAND DELIVERED (Fed EX, UPS, Courier, etc), SEND DIRECTLY TO ADDRESS SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In The Enclosed Pricing Schedule.

This sheet must be signed and returned with sealed Bids.

Name & Address of Firm:

Zip Code: _____

Telephone Number : _____
Fax Number: (____) _____

Date: _____

By: _____
(Signature In Ink)

Name: _____
(Please Print)

Title: _____

E-mail Address: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Contractors Bid Price Sheet – IFB RMTA Snow & Ice Removal Services 2023

Bidders shall complete and return the Contractor’s Bid Sheet list below in accordance with the instructions Section VIII of the IFB. The Bid Sheet shall provide an accurate breakdown of the Bidder’s hourly rate for each Bid Line item. Bidders that do not return the bid sheet with all line items completed will be rejected.

Snow and Ice Removal Services – Equipment and Operators Bid

Specific requirements for each bid line can be found in Section IV of the Invitation for Bid documents.

- 1. Vehicle Equipment Bid Line 1 (Attachment A) \$_____ per hour/vehicle
- 2. Vehicle Equipment Bid Line 2 (Attachment A) \$_____ per hour/vehicle
- 3. Vehicle Equipment Bid Line 3 (Attachment A) \$_____ per hour/vehicle
- 4. Vehicle Equipment Bid Line 4 (Attachment A) \$_____ per hour/vehicle
- 5. Vehicle Equipment Bid Line 5 (Attachment A) \$_____ per hour/vehicle
- 6. Vehicle Equipment Bid Line 6 (Attachment A) \$_____ per hour/vehicle
- 7. Vehicle Equipment Bid Line 7 (Attachment A) \$_____ per hour/vehicle

Firm Name: _____

Signature: _____

Date: _____

Name Printed: _____

Title: _____



I. PURPOSE:

The Richmond Metropolitan Transportation Authority (herein referred to as the “Authority” or “RMTA”) is soliciting bids from qualified firms to provide equipment with experienced, licensed operators to perform snow and ice removal services on RMTA maintained roads within the City of Richmond and Chesterfield County. Snow Removal Season is defined as November 1st of each year through April 30th of the following year.

Equipment and operators under this contract will be assigned to RMTA’s Headquarters located at 901 E. Byrd Street, Suite 1120, Richmond, VA 23219.

Bidders bidding on other agencies snow removal solicitations within the Richmond District shall have a sufficient number of pieces of Snow Removal Equipment and Operators for each bid, including the RMTA. No Contractor shall be awarded multiple contracts for a single piece of Equipment as identified by the vehicle identification number (VIN). As part of the bid evaluation process, the RMTA shall verify equipment listed in the contractor’s bid for RMTA are not identified under any outside agencies contracts using the equipments’ VIN numbers. Should any equipment offered by the contractor be found to currently be under contract with another agency, the bidder will be found as non-responsive.

PERIOD OF CONTRACT: From date of award through June 30, 2024, with four (4) additional optional one (1) year renewal periods.

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to the Procurement Manager, Paula Watson at paula.watson@rmtaonline.org. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. **Provide questions via email by 5:00 PM EST on Tuesday, August 15, 2023.**

III. GENERAL:

The intent and purpose of the Invitation for Bid is to establish an on-call contract for snow removal services on an as-needed basis with upto three (3) qualified contractors. The Authority does not guarantee or warrant that any selected contractor will receive any particular volume or dollar value of work hereunder. For the purpose of clarification, each firm receiving this Invitation for Bid is referred to as a “Bidder” and the Bidder awarded the contract to supply the services is referred to as a “Contractor”. Richmond Metropolitan Transportation Authority is referred to as “Authority” or as “RMTA”, and “Representative” refers to the RMTA Contract Administrator who will be administering the contract. This Invitation For Bids (IFB) states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between RMTA and the Contractor.

IV. SPECIFICATIONS / CONTRACT REQUIREMENTS:

A. SCOPE OF WORK:

1. The Contractor(s) shall provide the snow removal equipment listed with experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation. The work will consist of, but not be limited to, snow and ice removal from RMTA maintained roadways. See **Attachment G** for RMTA System Map and project limits.
2. In order to be responsive, Bidders shall offer all of the Snow Removal Equipment and Operators listed in the quantities indicated. Bidders bidding on other agencies snow removal solicitations within the Richmond District shall have a sufficient number of pieces of Snow Removal Equipment and Operators for each bid, including the RMTA. No Contractor shall be awarded multiple contracts for a single piece of Equipment as identified by the vehicle identification number (VIN).



B. SPECIFICATIONS & STANDARDS:

1. All work shall be performed following the direction given by the RMTA Supervisor, Contract Administrator, or designee.
2. All work performed shall be in conformance with the Virginia Work Area Protection Manual (VWAPM), dated 2011 or latest edition. The Contractor's equipment and personnel shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards.
3. The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations.
4. Contractor shall be in full compliance with all applicable Federal Motor Carrier Safety Administration requirements, laws and standards.
5. Contractor shall be in full compliance with all applicable Virginia State Inspection and Licensing requirements, laws and standards.

C. BID LINE AND EQUIPMENT DESCRIPTIONS:

The RMTA requires the bidder to provide a minimum quantity of equipment and operators, except when specified by the RMTA in order to meet or exceed the anticipated needs to maintain all designated roads safe for the traveling public and free of any winter precipitation: The quantities referenced below reflect anti-icing and salt/plow trucks, supervisor trucks and heavy equipment (loaders, motor graders, skid steers, etc.) which must be provided under the Contract. The unit price shall be an hourly rate and shall include the cost of equipment, operator, contractors owned plows, chemical spreaders, fuel, communication device, Automatic Vehicle Location (AVL) device and any other incidental costs associated.

Bid Line 1: Qty – 6 Tandem or Multi axle dump trucks with Operators, each equipped with contractor owned snow plow with a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight and a chemical spreader with a minimum of 8.0 cubic yard material capacity. **(In order to be responsive to Bid Line 1, Bidder shall offer a minimum of four (4) trucks with operators of the type specified in the bid line description).**

Bid Line 2: Qty – 6 Single axle dump trucks with Operators, each equipped with contractor owned snow plow with a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight and a chemical spreader with a minimum of 5.0 cubic yard material capacity. **(In order to be responsive to Bid Line 2, Bidder shall offer a minimum of four (4) trucks with operators of the type specified in the bid line description).**

Bid Line 3: Qty – 2 Single, Tandem/Multi axle dump trucks with Operators, each equipped with contractor owned liquid spray tank a minimum of 2,000 gallons and roadway application equipment for pre-treating/de-icing operations. **(In order to be responsive to Bid Line 3, Bidder shall offer a minimum of one (1) truck with operators of the type specified in the bid line description).**

Bid Line 4: Qty – 2 Rubber Tire Loader with Operators, each equipped with a three (3) cubic yard or larger bucket. **(In order to be responsive to Bid Line 4, Bidder shall offer a minimum of one (1) rubber tire loader with operators of the type specified in the bid line description).**

Bid Line 5: Qty – 3 Tandem or Multi axle dump trucks with Operators, each equipped with contractor owned snow plow with a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight for push/clean-up/loadout operations. **(In order to be**



responsive to Bid Line 5, Bidder shall offer a minimum of two (2) trucks with operators of the type specified in the bid line description).

Bid Line 6: Qty – 4 Rubber tire Skid Steer Loader with Operators, each equipped with a minimum 1.25 cubic yard front bucket. Each skid steer shall have a fully enclosed cab with operational cab heater. **(In order to be responsive to Bid Line 6, Bidder shall offer a minimum of four (4) skid steers with operators of the type specified in the bid line description).**

Bid Line 7: Qty – 2 Supervisor Truck with Supervisor shall be 4WD trucks, minimum ¾ ton capacity, each equipped with snow plow of a minimum of eight (8) feet in length and approximately 30 inches in height and 700 pounds in weight. **(In order to be responsive to Bid Line 7, Bidder shall offer a minimum of two (2) trucks with Supervisors of the type specified in the bid line description).**

D. EQUIPMENT REQUIREMENTS:

1. The Contractor shall possess or have available, at the time of bid closing, and throughout the term of the contract, the vehicles and equipment necessary to perform the work under the terms of this contract. The Equipment offered by Bidders shall be of equal size, or larger, as specified on the Bid Lines and within the specifications of this IFB, suitable for the intended purpose and provide the same or approved equal specifications and capabilities. For each piece of Equipment offered Contractor shall provide an experienced, licensed, and qualified operator. RMTA in its sole discretion shall determine whether the equipment offered by Bidders is considered equal to that named herein. **All bidders shall include a completed Attachment A, Vendor Qualification/Equipment Inventory Certification Form, with their bid.** Each piece of Equipment to be utilized under this contract, the year, make, model, vehicle identification number, capacity and complete description shall be listed on Attachment A, including any proposed subcontracted, leased or rented equipment.
2. Bidders shall offer 100% of the minimum required equipment type and quantity as stated for each bid line within the bid. Bidders may offer equipment for more than one agency providing the Contractor can simultaneously provide all of the required equipment for each bid. Failure to offer 100% of the minimum required equipment type and quantity will result in the bid being determined as non-responsive.
3. When equipped with a chemical spreader, the truck shall have the tail lights visible and not blocked by the spreader chute. The Contractor shall be responsible for ensuring the spreader is working properly, that all warning signs are kept cleaned so that they can be read easily, and that all warning lights are operational at all times.
4. The Contractor shall calibrate the flow on all chemical spreaders to operate as directed by RMTA, so the proper amount of abrasive is applied to the road surface. RMTA reserves the right to test calibration and require the Contractor to make adjustments as needed during each snow event and throughout the snow removal season. The spreader gate chute shall be equipped to be raised or lowered by handle when off loading material. Spreader valve control box shall function independently to increase or decrease the speed for the drag chain and spinner.
5. The Contractor shall ensure each spreader is equipped with a prismatic lens sheeting sign, mounted and clearly visible, on the rear of the spreader which reads **KEEP BACK 100 FEET**.
6. The Contractor shall be responsible for providing cutting edges/blades for their plows. The Contractor may be required to replace plow blades at the direction of RMTA
7. Each snow plow shall be capable of being turned manually or remotely so that snow may be windrowed or plowed to the left or to the right of the truck.



8. All Contractor-owned trucks, including four-wheel drive vehicles, shall be equipped with auxiliary headlights so they are visible and may operate safely when equipped with a plow. Auxiliary lights must be visible when the plow is in the “up” position.
9. If the Contractor changes or reconfigures any piece of snow removal equipment, those changes shall be in accordance with the equipment manufacturer’s recommendation and with RMTA approval. Any changes may be subject to reinspection at the discretion of RMTA.
10. All Equipment shall be in good mechanical condition.
11. Per the Current Virginia Work Area Protection Manual each vehicle involved in a mobile operation shall be equipped with at least one rotating amber light or high intensity amber strobe light **visible 360 degrees**. Vehicle hazard warning lights shall not be used instead of rotating lights or strobe lights, but as a supplement. The amber warning lights shall meet the Requirements referenced in the 2011 Virginia Work Protection Manual or most recent additions.
12. All Contractor vehicles used under this contract shall have a current state vehicle inspection and registration from the State where the vehicle is registered and must be properly insured in accordance with that State’s requirements. Contractor’s equipment and operators shall be in compliance with all applicable DMV, State and Federal regulations regarding the conditions, safety and operations of the requested vehicles.
13. The name of the Contractor’s company **shall be displayed on both front doors of all work vehicles** while on RMTA right of way.
14. The Contractor shall be responsible for properly securing all equipment and materials on their vehicles at all times.
15. No subcontracted equipment shall be used for snow removal operations that has not previously been evaluated and included on **Attachment A, Vendor Qualification/Equipment Inventory Certification Form**, under #4. All subcontractors must be approved by the Contract Officer or designee and must be listed on **Attachment B, Subcontractor Approval Form**. In the event the Contractor supplies equipment from an unapproved subcontractor for a job, the Equipment shall not be accepted.
16. The Contractor shall provide tire chains when needed for all Contractor’s equipment including loaders and graders.
17. In the event a Contractor’s vehicle gets stuck, the Contractor shall immediately notify the RMTA Supervisor to which they are assigned. The Contractor shall be solely responsible for rescuing their equipment should it become stuck. No payment will be authorized until the vehicle is back in operating status. Payment will only be made for vehicles in service.
18. In the event a Contractor’s equipment breaks down, the Contractor shall immediately notify the RMTA Supervisor to which they are assigned. The Contractor shall be solely responsible for repairing their equipment should it break down. No payment will be authorized for that piece of equipment until it is back in operating status. Payment will only be made for vehicles in service.
19. The Contractor shall have all equipment fully operational, equipment evaluations completed and ready to mobilize no later than October 31st of each year for the full term of the contract, including all renewal periods.



E. EQUIPMENT EVALUATIONS:

1. Prior to Notice of Intent to Award, each piece of offered equipment listed on **Attachment A** will be reviewed and evaluated by RMTA personnel. The equipment evaluation is one component of the bid evaluation criteria and its purpose is to ensure that the Bidder's offered equipment is available at the time of bid closing, and meets equipment requirements and specifications as stated herein.
2. Equipment evaluations will be conducted in accordance with the specifications outlined in this IFB, the Contractor's equipment as presented and listed on **Attachment A, Vendor Qualification/Equipment Inventory Certification Form**, and basic safety criteria listed on the Equipment Evaluation Checklist. **Attachment C** is included as an example of the evaluation criteria to be included on the Equipment Inspection Checklist. RMTA reserves the right to reject any piece of equipment that does not meet the requirements, specifications or evaluations as stated herein.
 - a. The date, time, and location of the pre-award equipment evaluation will be determined by RMTA. The Contractor shall present all offered equipment fully rigged with operational snow removal equipment on the scheduled date of the inspection.
 - b. Substitution of equipment offered on **Attachment A** will **NOT** be considered by RMTA prior to equipment evaluation and/or the issuance of the Notice of Contract Award.
 - c. RMTA's evaluation of Contractors' equipment does not absolve the Contractor of its responsibilities to be in full compliance with all applicable Federal Motor Carrier Safety Administration Regulations, Virginia State Inspection and Licensing requirements, laws and standards.
3. Rescheduling Equipment Evaluation:
 - a. If a scheduling conflict arises after the evaluation is scheduled, RMTA reserves the right to allow rescheduling of the initial date not to exceed five (5) business days from the original scheduled date.
4. Second Equipment Evaluation:
 - a. RMTA may consider a Bidder's request for a second evaluation of any piece of equipment offered on **Attachment A** that requires only minor corrective action in order to pass the evaluation. Minor corrective action includes, but is not limited to replacement of bulbs, lamps, windshield wipers, plow blades, tire(s), and/or signage only. RMTA reserves the right to reject a second evaluation request.
 - b. Upon approval by RMTA, the Bidder shall present all equipment that was approved for a second evaluation within five (5) business days from the date of the original evaluation. The Bidder will have only one opportunity for a second evaluation, no additional equipment evaluations will be considered.
5. Subsequent Renewal Evaluation: The date, time, and location of equipment evaluation for renewals will be determined by RMTA. The Contractor shall present all approved equipment fully rigged and operational on the scheduled date of the evaluation for each year of the initial term of the Contract and all renewal years. If a scheduling conflict arises after renewal evaluation is scheduled, RMTA reserves the right to allow a rescheduling of renewal evaluation date not to exceed five (5) business days from original date. Evaluations shall be completed no later than October 31st of each renewal period.

F. AUTOMATIC VEHICLE LOCATION (AVL) EQUIPMENT:

AVL technology will help locate snow removal vehicles and equipment, document hours at work, miles traveled and provide the ability to locate vehicles in the event of an emergency. The ability to easily



locate snow removal equipment improves RMTA’s ability to manage and deploy resources to “hot spots” and high priority areas during a severe weather event.

The use of RMTA approved Automatic Vehicle Location System is a Mandatory requirement that the Contractor shall comply with. This requirement applies to all snow removal vehicles with the exception of heavy equipment.

1. Contractors shall grant RMTA full access to the AVL tracking system and vehicle data from the period of November 1st through April 30th of each contract term. Contractor shall grant RMTA full access to this data. RMTA will not supply or install AVL equipment. The Contractor shall be solely responsible for the purchase, installation and activation of the AVL equipment.
2. The RMTA will compensate the Contractor for the purchase and activation of RMTA approved AVL units for installation in Contractor’s equipment utilized for snow removal within the RMTA right-of-way. Contractor shall purchase and activate (or reactivate for contract renewal periods) RMTA approved AVL equipment as outlined below to receive payment:
 - a. Newly purchased AVL units must be installed, and activated by October 31, 2023 to be eligible for payment of \$700.00 per unit. Payment will be initiated upon validation of AVL installation and activation and receipt of Contractor’s AVL invoice.
 - b. For contract renewal terms AVL units shall be reactivated by October 31st of each contract term to be eligible for payment of \$325.00 per unit. Payment will be initiated upon validation of AVL re-activation and receipt of Contractor’s AVL invoice.

Payment will **NOT** be made if any of the following occurs:

- a. The AVL service provider, is not paid in full by the Contractor by October 31.
 - b. The AVL tracking service is disabled in any way by the Contractor.
 - c. Access to the AVL data during period noted in Section IV.F.1 is not granted or available to RMTA, or the data cannot be accessed for any reason caused by the Contractor (i.e., tampering with the device, device not turned on, etc.). The Contractor may also forfeit mobilization and/or demobilization payment for any piece of equipment for which RMTA cannot access the AVL data. Additionally, a Procurement Complaint Form may be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Paragraph P.
3. If Contractor should substitute or change equipment (with RMTA approval) for any reason during the Snow Removal Season, RMTA will not provide any additional AVL payment and will not be responsible for any AVL reinstallation charges.

G. SUBSTITUTION OF EQUIPMENT:

1. RMTA will only consider substitution of equipment offered on **Attachment A** after Contract award.
2. Equipment changes or substitutions will only be considered for equipment that is considered comparable to the original offered equipment (example: replacing a broken down or traded Tandem truck with an operable or different Tandem truck).
3. The Contractor shall obtain RMTA approval for any proposed substituted equipment prior to placing that equipment in operation.
4. All proposed substituted equipment will be subject to evaluation by RMTA prior to approval



5. The Contractor shall submit a revised **AttachmentA, Vendor Qualification/Equipment Inventory Certification Form** to the Contract Administrator or designee after equipment evaluation and substitution has been approved by the RMTA Contract Administrator or designee.

H. OPERATOR REQUIREMENTS:

1. Operators shall possess the knowledge, skills, and abilities to perform all aspects of the operation of the equipment and to follow the practices and methods of snow removal used by RMTA.
2. Operators shall be at least 18 years of age and capable of working days and nights. No minors under the age of eighteen (18) will be allowed on the RMTA work site(s), to include in the Contractor's vehicle when and where snow removal services are being performed under this contract.
3. The Contractor shall provide experienced, licensed operators, to include relief operators to ensure a continuous 24 hour operation as directed by RMTA. Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle laws and regulations.
4. The Contractor's shall provide properly licensed operators. When required by the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements and shall have this license and their medical card on their person during operations of the vehicle. Failure to comply constitutes unsatisfactory performance and may result in a Procurement Complaint Form to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Paragraph P. RMTA reserves the right to check driver's licenses and medical cards at any time during snow and ice removal operations and the validity of the license with Virginia's Department of Motor Vehicles at any time during the contract period.
5. The Contractor shall ensure that operators are instructed not to exceed the RMTA recommended speed during snow removal operations. Operators shall not create excessive slush spray from plows across lanes. High speeds do not allow for proper salt application, creates a safety issue for traveling public, and may damage RMTA assets. Speed may be tracked by AVL units and be monitored by RMTA to ensure safe and efficient snow removal operations.
6. Contractor shall ensure their operators are instructed to use caution when plowing around RMTA assets (guardrails, curbs, walls, shoulders, etc.). Damage caused to RMTA assets shall be repaired by the Contractor, at the Contractor's sole expense. (Reference Section X.31, Work Site Damages).
7. To ensure the overall safety of all personnel and the traveling public, operators must be able to understand and communicate effectively in English. Operators must have a good working knowledge of the RMTA road system. Operators must be capable of understanding instructions in English for safe and effective operations.
8. Operators shall be capable of adjusting the gates on the spreader to the correct calibration, start and stop the engine on the spreader, and turn the snow plow. The operator shall be capable of operating all features on the truck including spreader, snowplow, and liquid chemical spray tanks if equipped. The operator shall be responsible for filling the chemical spray tanks on their vehicle if equipped with tanks.
9. The operator shall be responsible for reporting any problems or breakdowns to the Contractor's supervisor and to the RMTA's supervisor immediately.
10. The Contractor shall be responsible for establishing schedules so that any individual operator is not permitted to **work more than 14 consecutive hours** (to include stand-by hours) without having at



least a 6-hour break. If the duration of the snow event requires it, the Contractor shall ensure that properly trained and licensed relief operators are available to sustain an around-the-clock operation.

11. The Contractor shall ensure that all operators and equipment comply with all OSHA and VOSH Standards, MUTCD and RMTA safety rules as they apply to snow removal operations and not create any hazardous conditions. Necessary safety supplies and equipment, shall include, but is not limited to, hard hats and safety vests. Safety attire shall be in accordance with the current Virginia Work Area Protection Manual. (Reference Section X.34 Safety and Health Standards). Failure to comply constitutes unsatisfactory performance and may result in a Procurement Complaint Form to be filed and the Contractor may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Paragraph P.
12. All operators and supervisors shall possess a cellular phone when performing work under this contract. The cellular contact number for the operator and supervisor of each vehicle shall be provided to the RMTA Shift Supervisor at each check-in for a snow event.

I. SUPERVISOR REQUIREMENTS:

1. The Contractor shall provide one (1) supervisor, per shift, with a 4WD pickup truck with a minimum of eight (8) foot plow, mobile phone and means of communicating with the operators for every six (6) or multiple of six (6) pieces of equipment during each snow removal operation. If less than four (4) pieces of equipment are used, Contractor shall designate one of the operators as supervisor and they shall be considered the RMTA point of contact during snow removal operations.
2. Supervisors shall be responsible for completing the Sign In Sheet with the RMTA Shift Supervisor when reporting for a snow event. The Sign In Sheet will document the equipment and supervisors reporting, the stand by and push time for each piece of equipment and the end time for each snow event. At the conclusion of the snow event the Supervisor shall review the Sign In Sheet with the RMTA Shift Supervisor for accuracy. The Supervisor and the RMTA Shift Supervisor will sign the Sign In Sheet to verify the times worked. This sign In Sheet will be used to verify Contractor's invoices.
3. Supervisors shall ensure their snow removal operation is efficient and effective. The Contractor's supervisor shall report to RMTA's shift supervisors and relay directions and information to the operators. Constant and accurate communication is paramount to ensure snow removal operations provide safe travel for the traveling public.
4. Supervisors shall be responsible for reporting any piece of equipment that is out of service to the RMTA Shift Supervisor as soon as the equipment becomes inoperable.
5. Supervisors shall ensure each operator has the necessary equipment, know their assigned routes, and perform the work according to RMTA best practices. The best practices will be presented at the snow removal training sessions conducted by the Contractor.
6. Supervisors shall patrol, inspect and push snow from RMTA on and off ramps to the Expressway System when necessary and throughout the Contractor's assigned routes and shall report the road conditions to the RMTA Shift Supervisor. The Contractor's supervisor shall be capable of recommending when the roadway should be treated and/or plowed.
7. Supervisors must be able to effectively communicate with RMTA personnel and the Contractor's operators in English. Supervisors shall be capable of articulating and demonstrating the contract requirements and snow removal operation instructions in English.



8. Supervisor shall log time worked for each piece of equipment, on the RMTA Sign In/Sign Out sheet. This shall include the supervisor with vehicle.
9. The Contractor's supervisor cannot serve as the mechanic to keep the Contractor's equipment operational. The supervisor cannot be an operator or driver for the Contractor's equipment or in any other capacity other than supervisor, if more than six (6) pieces of equipment are being utilized.

J. TRAINING REQUIREMENTS:

1. The Contractor's supervisors shall attend an annual training session presented by the Contractor at a time and location mutually agreeable between RMTA and the Contractor. RMTA reserves the right to determine training needs.
2. All training shall be completed by the scheduled dates determined by RMTA for the initial contract period and by November 1st of each subsequent renewal term.

K. MOBILIZATION LEVELS:

RMTA shall determine the mobilization levels for each snow event. The mobilization level is based on weather forecasting and will determine the equipment needed for each snow event. The Contractor shall be prepared to provide equipment required per mobilization level. Due to the unpredictable nature of snow and ice weather events, the Contractor shall be prepared to supplement or withdraw equipment as dictated by changing mobilization levels, and the direction of the RMTA shift supervisor. The Mobilization levels are determined at the sole discretion of RMTA and can be changed at any time for any reason.

L. MATERIALS/CHEMICAL SUPPLIES:

1. RMTA will furnish all sodium chloride (road salt), brine, and abrasives, which shall be obtained at the Contractor's assigned location..
2. The Contractor will load all materials into Contractor's equipment utilizing a loader.
3. RMTA will monitor materials quantities for reasonable use.
4. Materials that remain on the Contractor's equipment at the end of a snow event shall be accounted for and returned to the same RMTA location.

M. GENERAL CONTRACT REQUIREMENTS:

- a) The Contractor shall not perform, or offer to perform, any snow removal operations to any private individuals, firms, or corporations utilizing equipment that has been evaluated and approved for use under this contract. This includes listing the same equipment for use in snow removal operations for any VDOT Residencies or Districts.
- b) Contractor is expected to provide the following level of snow removal operations. These expectations include but are not limited to:
 - a. Plowing and chemical application shall produce bare pavement in all lanes, gore areas, and intersections.
 - b. Shoulder areas shall be clear and passable.
 - c. Tandem plowing operations shall be used to remove snow from curb to curb including multi lanes in a single direction.
 - d. The above conditions must be sustained until equipment is released by RMTA.
- c) The Contractor shall provide a mechanic, at **no additional cost** to RMTA, who will be available or on call during snow removal operations to keep Contractor's equipment in proper working condition with minimal down-time, in case of break downs.



- d) The Bidder shall complete and submit **Attachment E, Normal and Emergency Contacts** to provide a list of their primary and emergency contact information related to this contract. This list shall include, but is not limited to, company contact names, telephone numbers, and email addresses for RMTA usage anytime to include routine business hours, weekends, nights, and holidays. Changes or updates to **Attachment E** shall be submitted to the RMTA Contract Administrator or designee as changes occur during the winter season to ensure that RMTA has a means to contact the Contractor before and during snow events.
- e) At the conclusion of the snow event, the Contractor shall demonstrate that all assigned areas are cleared and work was performed as instructed and specified within the contract. Any deficiencies shall be promptly corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- f) RMTA has a standard of zero tolerance for all acts or threats of violence in the workplace or work location. RMTA will not tolerate any behavior by any employee, contractor, former employee, customer or any other person, which poses a threat to the safety and security of any RMTA employee while performing work. Any threat or act of violence will be taken seriously, handled expeditiously, and dealt with appropriately, which may include disciplinary action, termination, arrest, and prosecution. Unauthorized possession or use of firearms, or other dangerous weapons is prohibited.

N. METHOD OF ORDERING WORK/RESPONSE REQUIREMENTS:

- 1. The RMTA Contract Administrator, Shift Supervisor or designee will contact the Contractor's listed number at the beginning of the snow event as notification to report to the assigned area with their equipment. The Contractor is responsible for ensuring that current contact numbers are provided to RMTA and kept up to date.
- 2. RMTA will give the Contractor as much advance notice as possible, however the Contractor shall be able to report to the RMTA salt sheds location within 2 hours of notification. RMTA will establish and advise the Contractor of the reporting time during the call-in notification.
- 3. The Contractor's equipment and operators shall report to the assigned RMTA salt sheds location at the time established for reporting during the call-in notification. In the event the Contractor's unable to report at the established time for reporting, then RMTA reserves the right to consider and grant additional time on a case by case basis. Additional reporting time will be granted at the sole discretion of RMTA.
- 4. Upon reporting to the assigned RMTA salt sheds location, the Contractor's supervisor will sign in, utilizing a RMTA supplied Sign In Sheet to document the equipment and supervisors reporting.
- 5. If the Contractor fails to commence work at the mutually agreed upon time or fails to provide a continuous operation once work has commenced, then a Procurement Complaint Form may be issued against the Contractor which may lead to default in accordance with the General Terms and Conditions Paragraph P.
- 6. At the conclusion of the snow event, the Contractor's operators and supervisor will report back to the assigned RMTA salt sheds location, unload any unused materials per RMTA direction. The Supervisor will verify the push and standby time for each piece of equipment with the RMTA Shift Supervisor. The Supervisor and RMTA Shift Supervisor will both sign the Sign In Sheet to verify its accuracy.
- 7. The RMTA Sign In Sheet will be the official RMTA record to utilize with the AVL data to verify and track the number of hours worked for each piece of equipment on the contract. The Sign In Sheet will be used to verify Contractor's submitted invoices for hours worked and compensation due.



V. PRE-BID CONFERENCE:

A **MANDATORY virtual prebid conference** will be held at **10:00 AM EST on Thursday, August 3, 2023**. The conference will begin promptly at the time indicated. At the start of the conference the Contract Administrator will conduct a roll call to identify the individuals participating on the call. Participants will be requested to provide their names, company and contact information during the roll call.

This meeting can be accessed with the below dial-in information:

Meeting Call in #	1-719-359-4580
Meeting ID #	870 7292 6969
Meeting Passcode	920098

Or, this conference can be accessed with a computer or mobile app by using the following *Zoom meeting link*:

<https://us02web.zoom.us/j/87072926969?pwd=dzFqaXc3OFVPVFJxU0tjU01CZHpRQT09M>
Meeting ID: 870 7292 6969
Passcode: 920098

The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. No questions will be answered by phone or verbally. **All questions must be received on or before Tuesday, August 15, 2023 no later than 5:00 PM.** . Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VI. METHOD FOR PAYMENT and PAYMENT SCHEDULE:

Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

PAYMENT SCHEDULES:

A. PRIMARY BID LINES –Active Snow and/or Ice Removal:

RMTA will pay the Contractor at the unit bid price per hour, per vehicle, for all snow removal services operations. Standby and Active plowing operations will be paid at the same unit bid prices. The hourly rate for each piece of equipment shall include the vehicle with snow removal equipment listed, experienced, licensed operators, fuel, tools, parts, supplies, and all incidentals as necessary for safe and efficient snow removal operation.

The Contractor will be paid a minimum of two (2) hours at the unit bid prices for each piece of equipment responding upon RMTA’s request in the event the storm fails to materialize or the snow event is cancelled.

C. MOBILIZATION AND DEMOBILIZATION PAYMENTS

1. Mobilization is offered by RMTA to offset the Contractor’s cost associated with, but not limited to, equipment evaluation, rigging of snow removal equipment, planned pre-season and mobilization meetings, equipment training, pre-rigging, and work involved in the preparation of the contract, and demobilization.



2. Mobilization/Demobilization payment amounts listed below apply to each truck for each year of the contract for supplying all required equipment and will remain the same from contract award through any renewal periods. The CPI-U price increase/decrease allowance as defined within Section X.25 Renewal **shall not apply** to the annual mobilization/demobilization payments.
3. Mobilization/Demobilization will be paid in two installment payments of 50% each in accordance to the following schedule and eligibility criteria.

Equipment Description	Amount
a. Tandem and Multi-axle Dump Trucks: Single/Tandem/Multi- axle dump trucks shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of eight (8) cubic yard or equivalent material capacity and AVL unit.	\$3,000
b. Single axle Dump Trucks: Single axle dump trucks shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight, a chemical spreader with a minimum of five (5) cubic yard or equivalent material capacity and AVL unit.	\$3,000
c. Single, Tandem/Multi-axle Dump Trucks: Single/Tandem/Multi-axle dump truck shall be equipped with contractor owned liquid spray tank a minimum of 2,000 gallons and roadway application equipment for pre-treating/de-icing operations and AVL unit	\$3,000
d. Rubber Tire Loaders: Rubber tire loaders shall be equipped with a three (3) cubic yard or larger bucket.	\$500
e. Tandem/Multi-axle Dump Trucks: Tandem or Multi-axle dump trucks shall be equipped with a snow plow of a minimum of eleven (11) feet in length and approximately 30 inches in height and 1,800 pounds in weight for push/clean-up/loadout operations.	\$2,000
f. Rubber Tire Skid Steer Loader: Rubber tire skid steer loader shall be equipped with a minimum 1.25 cubic yard front bucket and fully enclosed cab with operational cab heater.	\$300
a. 4 WD Vehicles/Single Axle: 4WD/Single-Axle vehicles, minimum ¾ ton capacity shall be equipped with a snow plow of a minimum of eight (8) feet in length and approximately 30 inches in height and 700 pounds in weight and AVL unit.	\$1,000

4. **Mobilization:** The first payment will be 50% of the scheduled amount. This payment will be processed at the beginning of the snow removal season upon verification that all of the following requirements have been met. The Contractor shall submit an invoice for the appropriate Mobilization amounts no earlier than October 31st of each contract year. RMTA will review and authorize payment no later than Dec. 31st.
 - a. Certificate of Insurance with required coverage and endorsement shall be submitted prior to contract award and then by October 31st of each renewal year for the Prime Contractor and each Sub-Contractor for each piece of equipment.
 - b. Contractor’s vehicles, rigged with snow removal equipment passed the annual RMTA evaluation prior to contract award and then by October 31st of each renewal year for the Prime Contractor and each Sub-Contractor for each piece of equipment.
 - c. Proof of AVL active contracts with RMTA accessibility to all data shall be provided by October 31st of each contract year



- d. Contractor shall provide an acceptable method of vehicle communication with RMTA, and provide a written, updated list of contact numbers by October 31st of each contract year.
 - e. The Contractor shall provide current copies of vehicle registrations for each piece of contracted equipment by October 31st of each contract year.
 - f. Annual Supervisor training was completed as required
5. **Demobilization:** The second payment will be the remaining 50% of the scheduled amount. This payment will be processed at the end of the snow removal season upon documentation that the following requirements have been met. The snow season will officially be over April 30th of each year. The Contractor shall submit an invoice for the appropriate Demobilization amounts no earlier than April 30 but no later than May 15th of each contract year.
- a. Contractor’s equipment, operators and supervisors reported for work as required or called for.
 - b. Work performed during the snow removal season is considered satisfactory.
 - c. Contractor submitted final demobilization invoice by May 15.
6. **Supervisor:** The Contractor will be compensated \$100.00 per hour, per Supervisor with vehicle, for supervision of Contractor’s operators and equipment during plowing/spreading operations and standby periods. There will be no Mobilization or Demobilization payment paid for supervisor vehicles.
7. **Training:** The Contractor will be compensated \$50.00 per hour, per supervisor for completing training provided by Contractor. Training shall be required for each year of the initial term of the contract including all renewal terms.

VII. INVOICING:

Invoices shall be submitted within one (1) week after each snow event has concluded. Invoices shall include the following information or they will not be accepted by RMTA:

1. Contract Number
2. Storm Event Number
3. Itemized quantities, unit price and extended costs based on the contract pricing schedule
4. Copy of the signed RMTA timesheet

Work completed will be verified in writing by a RMTA contract administrator or designee. A copy of the timesheets shall be submitted with invoice. Timesheets that are not legible will not be accepted and will be returned with the invoice to the contractor. No payment will be made for work still underway, in progress, or otherwise not satisfactorily completed. Invoices shall be emailed to the address listed below:

RMTA
Atten: Theresa Simmons, Director of Operations
901 E. Byrd Street, Suite 1120
Richmond, VA 23219
Email invoices to: theresa.simmons@rmtaonline.org

VIII. B IDDER’S INSTRUCTIO N S and PUBLIC BID OPENING



1. BID SUBMISSION – INSTRUCTIONS:

Bidders shall submit bid on forms furnished by RMTA, without alterations in the form. When completing bid, please notice the unit (hourly) of the individual bid line items and enter unit prices accordingly. If applicable, Bidder shall replace any original bid tab sheets with replacement bid tab sheets issued through an Addendum.

Submissions of Bid shall be in hard copy format only. Make sure the RMTA receives bid prior to time and date listed in the Invitation to Bid. Bidder is responsible for delivery of the bid at or before the time set for opening. Bids received after the time set will be rejected and returned unopened. **If mailing, please write “Attention: RMTA Snow Removal Services – 2023 Contract Bid Opening” on the outside of the envelop or on mailing label.**

2. PUBLIC BID OPENING:

Bids will be opened at the time stated in the Invitation to Bid documents. A public bid opening via teleconference will be hosted by a RMTA representative at **10:00 AM EST on Tuesday, August 29, 2023.** The conference can be accessed with the below dial-in and/or login information:

This Meeting can be accessed with the below dial-in information:

Meeting Call in #	1-719-359-4580
Meeting ID #	828 9944 8628
Meetingg Passcode	833343

Or, this meeting can be accessed with a computer or mobile app by using the following ***Zoom meeting link:***

<https://us02web.zoom.us/j/82899448628?pwd=aXBZy1hsOEsoQXo2WTU1YjhhTEh3UT09>
Meeting ID: 828 9944 8628
Passcode: 833343

The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.



IX. GENERAL TERM AND CONDITIONS:

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the RMTA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.



e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the RMTA may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the RMTA, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the RMTA, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the RMTA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the RMTA, relating to the particular goods or services purchased or acquired by the RMTA under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the RMTA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the RMTA may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer



J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the RMTA shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the RMTA, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the RMTA, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the RMTA.



K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The RMTA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the RMTA all such information and data for this purpose as may be requested. The RMTA reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The RMTA further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the RMTA that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The RMTA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the RMTA.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an



adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provisions of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the RMTA, after due oral or written notice, may terminate this contract and procure all goods and/or services contracted for, from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the RMTA may have.

Q. **TAXES:** Sales to the RMTA are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The RMTA's Federal Tax ID number is 54-0804452.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the RMTA to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the RMTA of



increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The Richmond Metropolitan Transportation Authority shall be added as an additional insured to the policy by an endorsement.**

4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the RMTA is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (www.eva.virginia.gov) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **LEFT BLANK INTENTIONALLY.**

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the Authority's Board of Directors has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **LEFT BLANK INTENTIONALLY.**

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.



BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a RMTA employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The RMTA may require, at its sole discretion, the removal and replacement of any Contract Worker who the RMTA reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the RMTA and not by employees or other third parties.

X. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this invitation for bid, no indication of such sales or services to the Richmond Metropolitan Transportation Authority (RMTA) shall be used in the contractor's product literature, press releases or advertising nor shall the contractor state in any of its advertising, press release or product literature that the Commonwealth of Virginia or RMTA has purchased or uses its products or services. The contractor also shall not include RMTA in any client list in advertising and promotional materials.
2. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor’s office and made available to the RMTA at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.



3. **AWARD TO MULTIPLE BIDDERS:** The RMTA reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made on a **LINE ITEM** basis to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The RMTA reserves the right to conduct any tests it may deem advisable and to make all evaluations. The RMTA also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **BID PRICES:** Bid prices shall be in the form of a firm unit price for each item during the contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims presented to RMTA as a result of operations provided herein. Within 30 days of RMTA's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy RMTA. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the bidders list.
8. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's supervisors and employees shall carry a valid government issued picture identification card on them at all times when working on RMTA right of way or RMTA facilities and/or grounds.
9. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. RMTA shall be able to make contact with the foreman/supervisor within 30 minutes.

The contractor shall conduct his or her work so as to ensure the least possible obstruction to traffic and shall provide for the safety and convenience of the general public and residents along the highway to protect persons and property. All employees shall wear hard hats, class 3 safety garments, and steel toe shoes that comply with all applicable VOSHA/OSHA, ANSI and RMTA safety regulations while working on State right-of-way. Workers will also be required to wear long pants and shirts with short sleeves as a minimum. All personnel shall have personal protective equipment such as safety shoes, class 3 flagging garments, safety glasses, etc. when necessary. Examples of clothing not considered appropriate include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and , class 3 flagging garments with no shirt.

10. **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, RMTA reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
12. **E-VERIFY PROGRAM:** Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000



with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

11. **EQUIPMENT/PERSONNEL CERTIFICATION:** The bidder shall furnish a completed Vendor Qualification/Equipment Inventory Certification Form (**Attachment A**) with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described. The Contractor shall supply the quantity of personnel and type of equipment submitted on the certification. The bidder shall possess or otherwise have available, at the time of bid closing, the equipment necessary to perform the work under the terms of this contract. RMTA reserves the right to inspect any equipment submitted on the certification form prior to Notice of Intent to Award, and any time after award.

After commencement, modification or substitutions for the equipment listed in the certification may be permitted with the written permission of the RMTA Contract Administrator or designee. Equipment substitutions permitted by RMTA may be inspected.

12. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and RMTA does not guarantee that the contractor will perform the estimated quantities. At RMTA's sole discretion, any or all of the quantities may be added or eliminated and by signing this bid, the bidder agrees that no claims for contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.

13. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the contractor may request in writing and the RMTA may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the RMTA under this Agreement. Prior to the RMTA agreeing to a price increase pursuant to this Section, the contractor must provide to the RMTA, the following documentation, all of which must be satisfactory to the RMTA:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the RMTA under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the RMTA to verify that the tariff is the cause of the price change.
materials comprising the good procured by the RMTA at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.



- as requested by the RMTA, written instructions authorizing the RMTA to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the RMTA agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the RMTA and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the RMTA, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the RMTA shall have the right to terminate this Agreement for the RMTA's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the RMTA's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the RMTA's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

14. INSPECTION OF JOB SITE: My signature (including electronic signature) on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the RMTA.

15. MINORS ON WORK SITE: No minors, under the age of eighteen, will be allowed on the RMTA work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.

16. OPEN AND CONCEALED CARRY OF FIREARMS: It is the policy of the RMTA that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, the Contractor shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above mentioned laws and policies. RMTA shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.

17. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.



18. PROPRIETARY INFORMATION: All information submitted to RMTA is subject to disclosure under the Freedom of Information Act (2.2-3700 et seq. of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (2.2-4300 et seq. of the Code of Virginia), for data or materials submitted as part of a procurement transaction or prequalification application that you believe are trade secrets or proprietary information, you must file:

- 1) a written request, either before or at the time the data or materials are submitted, that:
 - Invokes the protection of 2.2-4342 of the Code of Virginia
 - Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. (Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information; the identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection); and
 - States the reasons why protection is necessary, and
- 2) a **redacted copy** of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.

19. PROSECUTION OF WORK: During the prosecution of work, the RMTA Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.

20. RECORDS EXCLUSION FROM PUBLIC DISCLOSURE: Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Virginia Department of Transportation Assurance and Compliance Office for the purpose of an audit, special investigation, or any study requested by the Assurance and Compliance Office in accordance with law may, subject to a determination by the Assurance and Compliance Office as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Assurance and Compliance Office to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Assurance and Compliance Office, make a written request to the Assurance and Compliance Office of the Virginia Department of Transportation invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The RMTA shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The RMTA shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or RMTA associated with such litigation. In no event shall the RMTA or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Assurance and Compliance Office, whether or not the Assurance



and Compliance Office has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

21. REFERENCES: Bidders should provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, the email, and the telephone/fax number. Submit references by completing Attachment F.

22. RENEWAL OF CONTRACT: This contract may be renewed by the RMTA for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the RMTA's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If the RMTA elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the OTHER SERVICES category of Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months (unadjusted percent change) for which statistics are available.

If during any subsequent renewal periods, the RMTA elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the OTHER SERVICES category of Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months (unadjusted percent change) for which statistics are available.

23. SAFETY AND HEALTH STANDARDS: It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia and the duties imposed under Section 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Class 3 safety garments shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with



the National Electrical Code (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

24. SANITARY FACILITIES: Contractor shall provide access to toilet facilities while working in these counties. It is the responsibility of the Contractor to accommodate their employee's bathroom and/or relief breaks, if necessary, at no cost to RMTA.

25. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance. Provide this information on **Attachment D**.

26. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract. Provide this information on **Attachment B**.

27. TERM OF CONTRACT: The contract period will be from date of award through June 30, 2024, with four (4) optional, consecutive one-year renewal terms.

28. TERMINATION OF CONTRACT: If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by RMTA and, upon receipt of notice from RMTA does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by RMTA), RMTA reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination RMTA may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.

29. UNBALANCED BIDS: If the unit prices in the bid are mathematically and materially unbalanced, the bid may be rejected as non-responsive. A mathematically unbalanced bid is one where some unit prices are nominal prices and others are enhanced prices, or where the individual unit prices are unusually high or low in relationship to RMTA's estimate and do not evenly carry a proportionate share of the total cost of the goods and/or services plus profits. Where a bid is mathematically unbalanced, RMTA will review the estimated quantities and determine whether the bid is also materially unbalanced, meaning that there is doubt as to whether the bid is substantially likely to result in the lowest ultimate cost to the Department.

30. VEHICLE REQUIREMENTS / IDENTIFICATION: All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company shall be displayed on both sides of all work vehicles while performing work under this contract. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.



31. WORK SITE DAMAGES: Any damage to existing utilities, equipment, facilities, finished surfaces, guardrail, curb and gutter, paved shoulders, drainage, mailboxes, driveways or any other state or private property resulting from negligent work related to the performance of this contract shall be repaired to the RMTA's satisfaction at the contractor's expense. Claims made by RMTA as a result of this work will be referred to the Contractor for handling. The Contractor shall have 72 hours to respond to RMTA and provide written documentation as to the Contractor's intended resolution. Resolution may include, but is not limited to, proof of remuneration of claim or proof of claim being turned over to the Contractor's insurance. RMTA may withhold payment from an invoice and/or from the final demobilization payment to the Contractor until the claim is resolved. Failure to properly respond to and resolve damage claims constitutes unsatisfactory performance and may result in a Procurement Complaint being filed which may result in termination of the contract.