



Issue Date: August 15, 2023

INVITATION FOR BIDS

IFB# Incident Response – 2023

Title: Incident Response and Miscellaneous Maintenance Operations

NIGP Code(s): 97586, 96269, 96884

Location Where Work Will Be Performed: RMTA Sections of Downtown Expressway and Powhite Parkway

**Issuing Agency: Richmond Metropolitan
Transportation Authority**

Contract Officer: Paula Watson

Email: Paula.Watson@rmtaonline.org

Phone: (804) 523-3308

NOTE TO BIDDERS

Virtual Pre-Bid Teleconference: A Mandatory Pre-Bid Teleconference will be held at **10:00 AM Eastern Standard Time on August 30, 2023.** Refer to Solicitation Section V. for instructions on how to participate.

Solicitation Closing Date and Time: **10:00 AM Eastern Standard Time on September 19, 2023** Refer to Solicitation Section VIII.1 for Instructions to Bidders.

Virtual Public Bid Opening Date and Time: **10:00 AM Eastern Standard Time on September 19, 2023.** Refer to Solicitation Section VIII.2 for instructions on how to participate.

REMINDERS

1. Make certain bids are not unbalanced.
2. Ensure all bid documents are completed and delivered with the bid submission.
3. **Bidders shall submit bid on forms furnished by RMTA, without alterations in the form. Submissions of Bid shall be in hard copy format only delivered to the RMTA Main Office See IFB Section VIII.1 for instructions.**
 - a. Bid documents include, but may not be limited to:
 - i. VENDOR QUALIFICATION EQUIPMENT CERTIFICATION FORM
 - ii. VA STATE CORPORTATION COMMISSION
 - iii. NORMAL AND EMERGENCY CONTRACTS
 - iv. REFERENCES
 - v. SUBCONTRACTOR APPROVAL REQUEST
 - vi. BID TAB SPREADSHEET
4. OTHER INSTRUCTIONS TO BIDDERS: Be sure to read and follow any other instructions in the solicitation



Richmond Metropolitan Transportation
Authority
IFB # 158188 Incident Management West Operations

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ATTACHMENTS

- A. Listing Routes and Operational Areas
- B. Area of Operations TTC Equipment Requirements
- C. Listing of Vehicle Required Equipment
- D. Vendor Qualification Equipment Inventory Certification Form
- E. VA State Corporation Commission
- F. Normal and Emergency Contacts
- G. Subcontractor Approval Request
- H. References
- I. Bid Tab

RESOURCES BY REFERENCE

- 1. General Term and Condition C.1.(d): Anti-Discrimination [Link to Referenced Training](#)
- 2. General Term and Condition CC: Civility in State Workplaces [Link to Referenced Training](#)

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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid.



I. PURPOSE:

The Richmond Metropolitan Transportation Authority (herein referred to as “RMTA” or “Authority”) is soliciting bids from qualified firms who shall furnish Traffic Control, Incident Response Services, and Minor Unplanned and Planned Maintenance for portions of the Downtown Expressway (Rt. 195), Route 146 and Powhite Parkway (Rt. 76) owned and operated by the RMTA, on an as needed basis, in accordance with the specifications contained herein. The successful Contractor shall furnish such services upon request by the Richmond Metropolitan Transportation Authority on Interstate and Primary routes listed in attachment A.

PERIOD OF CONTRACT: From October 1, 2023 or date of award through a one (1) year period. (renewable)

Pricing Schedule:

For bidding purposes, this solicitation includes all routes as outlined on Listing of Routes, **Attachment A**, and identified accordingly on the Pricing Schedule. Bidders shall submit pricing for each line and provide the required equipment listed.

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to Paula Watson at Paula.Watson@rmtaonline.org . **Please include in the subject line of the email(s) with questions the following: Incident Response IFB – 2023.**

The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. **Provide questions no later than 5:00 PM on September 6, 2023.**

III. GENERAL DEFINITIONS:

For the purpose of clarification, each firm submitting a 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 “RMTA” or as “Authority”, and “Representative” refers to the RMTA Contract Administrator who will be administering the contract. This Invitation for Bids 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: The Contractor shall provide all labor, supervision, equipment, tools, parts, materials and incidentals, as necessary to perform traffic control services and advanced warning vehicle services 24 hours per day 7 days a week for Incident Management Services. The Contractor shall also provide labor, equipment, and tools necessary to provide emergency fence repairs, erect temporary exit / stop signs resulting from incidents / accidents, emergency pothole repairs, and minor planned and unplanned maintenance. RMTA will provide materials for fence repairs, pothole repairs, sand and salt. The Contractor shall coordinate the provided traffic control services on an "as needed" basis with the RMTA Contract Administrator or designee.

Work shall be performed on various Interstate and Primary Routes as listed on Attachment A, within the City of Richmond and Chesterfield County as ordered by the RMTA Contract Administrator or designee.

The Contractor shall work with the RMTA to perform various traffic control layouts for maintenance, incident response, bridge inspection, and other activities that may arise.

The Contractor shall provide emergency repairs and/ or mitigate hazards to return the roadway to usable conditions such as but not limited to; temporary pothole repair, temporary bridge deck pothole repair, tree removal, debris removal, guardrail damage mitigation, high water, and other activities as directed by RMTA.

Emergency fence repairs shall be limited to those areas damaged as a result of incidents/ accidents, fallen trees, or other causes that will allow or may allow access to the right of way by people, animals, or vehicles.



Temporary Exit Signs, Yield Signs, and Stop Signs shall be erected to ensure motorist awareness of Exit ramps, Yield or Stop conditions immediately following the notification of an incident where the permanent Exit Sign Yield Sign or Stop Sign has been knocked down. Mitigation of the downed Sign includes removing the Sign from the Clear Zone when practical.

Minor Planned Maintenance consists of routine or emergency maintenance issues that can be resolved or mitigated quickly and not involving extensive time and equipment. The Contractor shall perform the minor planned maintenance as directed by the RMTA designee each work day. The work typically consists of RMTA Work Order Clearance, potholes, dead animal/ debris call outs, vegetation removal, clogged drain cleaning, minor tree trimming for sight distance or sign visibility, spot tree and brush removal, barrier and guardrail delineator installation, etc., and other minor maintenance activities as directed by RMTA.

BID PRICES: The quoted price shall be for equipment, equipment operator, when required, and all associated expenses including but not limited to; profit, direct and indirect costs, administrative cost, equipment and personnel transportation, cellular phones, pagers, 24 hour on-call availability, handheld radios and transportation, set-up and break down of signs and stands.

Prices quoted shall represent a combined charge for the equipment and operator, unless otherwise identified.

B. SPECIFICATIONS & STANDARDS:

All work shall be performed following the direction given by the RMTA or its designee. All traffic control shall conform to the latest edition of the Manual on Uniform Traffic Control Device Standards (MUTCD) and the Virginia Work Area Protection Manual (VWAPM), dated 2011 or latest edition. Incident Management Operations shall be in accordance with the Virginia Traffic Incident Management Manual. The Contractor's equipment shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards. Additionally, the Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations.

C. REQUIREMENTS WHICH THE CONTRACTOR SHALL COMPLY WITH:

1. PERSONNEL REQUIREMENTS:

The bidder should submit with their bid a listing of personnel with qualifications and Work Zone Traffic Control Certifications.

- a) **Contractor's Capacity to Perform:** The Contractor shall ensure their capacity to perform work under this contract, regardless of other contractual responsibilities to RMTA or elsewhere. The Contractor shall be capable of commencing work within the timeframe required herein. RMTA reserves the right to determine quantity of each type of equipment needed at each location. The Contractor may be required to provide multiple crews when work or incidents require, as determined by RMTA.
- b) **Experienced, Qualified Operators/Laborers:** The Contractor shall provide experienced, properly trained and qualified personnel in providing the services requested herein; Traffic Control Services Operation, Incident Response, and Unplanned Minor Maintenance. All equipment operators shall possess a valid operator license for equipment listed in the pricing schedule. All skilled Maintenance Highway Workers shall possess a valid Virginia driver's license and will be verified by RMTA in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices. All CDL drivers shall possess a valid Virginia driver's license and will be verified by RMTA in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices and ability to operate equipment, especially skid steer, required in this solicitation.
- c) **Crew Supervision:** The Contractor shall provide supervision of employees at all times. The supervisors shall report to RMTA or its designee. The assigned supervisors shall be knowledgeable of all aspects of the operation



and have authority in writing to commit the Contractor. The supervisors shall possess a valid Virginia driver's license and, at a minimum, shall be verified by RMTA in Intermediate Work Zone Traffic Control. The supervisors shall have a cell phone capable of operating within the assigned area. The supervisors shall be available to meet with RMTA personnel within one hour of notification, providing essential information or documentation of work operations as required by RMTA.

- d) **Contact Person:** The contact person's name and cellular phone number shall be required prior to commencement of work activities. The Contractor shall supply an Emergency Contact Number that shall be answered 24 hours a day, 7 Days a Week, commonly referred to as a "HOT Phone" that the RMTA and/or the TOC can use to immediately contact the Contractor for incident notification. This number shall serve as a single point of contact for any needed response by the contractor for all areas as defined in Attachment A. Refer to Attachment F, Normal and Emergency Telephone Numbers.
- e) **Cellular Phone:** During the performance of the contract, all contact persons shall carry a functional cellular telephone at all times, which is effective throughout the areas covered by the contract.
- f) **Communication:** The Contractor shall have a crew supervisor on the worksite that communicates in English (both orally and in writing) and comprehends the English language. This individual shall communicate instructions to the others working under this contract or coordinate this communication. RMTA personnel must be able to understand the English used by this person. Any individual that is performing duties as a flagger shall comprehend and speak only in English while performing this job duty as required by the Virginia Work Area Protection Manual.
- g) **Contractor's Conduct:** The Contractor shall be responsible for the conduct of all Contractor's and Subcontractor's personnel while at the work site.
- h) **Contractor's Personnel:** The Contractor's and Subcontractor's personnel shall at all times communicate with the traveling public, landowners and citizens in a courteous and respectful manner. The Contractor's personnel shall refer all questions concerning work planned, performed or promised to the RMTA or its designee. All contract personnel shall be able to understand and speak English to communicate with the traveling public, RMTA staff, and state and local law enforcement personnel.
- i) **Behavior:** Behavior displayed by the Contractor's and Subcontractor's employees, such as catcalling, whistling, leering, rude or obscene gestures and any other disrespectful conduct will not be tolerated. Anyone exhibiting such behavior shall be barred from the work site permanently. Repeated incidents shall be grounds for termination of the contract at the discretion of RMTA.
- j) **Appearance:** Any person working under this contract shall be neat in appearance at all times. Proper dress shall include long pants (slacks), and shirts or blouses with sleeves (short or long). Clothing should be appropriate for weather conditions.
- k) **Flagger/Laborers:** All flag persons shall be VDOT or American Traffic Safety Services Associates (ATSSA) certified and shall have certification cards with them while performing these duties. Certified flag persons shall be provided in sufficient number and provided in work locations as necessary for control and protection of vehicular and pedestrian traffic in accordance with the Virginia Work Area Protection Manual. Flag persons shall speak only English while performing their job as a flagger and shall use sign paddles to regulate traffic in accordance with the requirements of the Virginia Work Area Protection Manual. The Contractor shall provide flagging paddles and hand-held two-way radios for communication between the flaggers. Flag persons found performing their duties improperly shall have their certifications revoked. RMTA will check on a regular basis to ensure that flag persons have their certification cards. Flag persons shall be courteous and neat in appearance at all times according to the Virginia Work Area Protection Manual.

PLEASE SEE SECTION X – SPECIAL TERMS AND CONDITIONS ITEM NO. 37 ENTITLED "WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS". Personnel shall be certified by bid closing date.



- 1) **Sanitary Facilities:** The Contractor shall provide access to toilet facilities while working areas listed herein. It is the responsibility of the Contractor to accommodate their employee's bathroom and/or relief breaks, at no additional cost to RMTA.

2. EQUIPMENT REQUIREMENTS:

- a) **Equipment:** All equipment shall be fueled and ready to begin work at the Contractor's sole expense upon arrival at the job site. The Contractor's equipment shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards, and VWAPM requirements, including, but not limited to, vehicle backup alarm systems and flashing lights.

Equipment that will require inspection by RMTA prior to Notice of Intent to Award as listed on Attachment D – Vendor Qualification Equipment Inventory Certification Form.

Failure to complete Attachment D in its entirety may render the bid non-responsive. No substitute listings of Attachment D will be accepted.

An inspection will be conducted of all required equipment prior to posting of the Notice of Intent to Award, to determine if the equipment meets the specification requirements of this IFB. All equipment listed on Attachment D must be present during this inspection.

Prior to any renewal of the awarded contract, The RMTA Contract Administrator, or designee will review equipment and personnel requirements.

The Contractor shall provide any accessories that are necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all hand tools and safety supplies. All equipment shall have appropriate signage identifying the company name.

In the area of operation, the Contractor shall have and maintain on hand for immediate use, at any time, one (1) MOT (Maintenance of Traffic) Truck or Trailer, capable of carrying all necessary Temporary Traffic Control (TTC) devices, signs, equipment, and appurtenances necessary to install, maintain, and remove an interstate closure with applicable detour in accordance with the latest edition of the Virginia Work Area Protection Manual within two hours of initial notification. The minimum equipment required to be maintained on the MOT Truck or Trailer is found in Attachment B. Failure to maintain in a serviceable condition all the minimum requirements in each MOT Truck or trailer shall result in nonpayment until restored to the minimal serviceable condition and may result in a Procurement Complaint Form being issued to the Contractor. All other necessary Traffic Control Equipment shall be available for use within the timeline requirement guidelines of the Contract.

The Contractor shall supply all the equipment, tools, and necessary appurtenances to perform minor unplanned and planned maintenance as directed by RMTA. This includes, but is not limited to, chop saw, chainsaws, pole saws, weed eaters, pitchforks, rakes, shovels, hoe forks, brooms, basic hand tools, etc.

The Contractor shall provide for the area of operation a storage box/container and a 6' x 12' utility trailer or utilize the RMTA provided trailer located at the RMTA's salt shed laydown lot.

In the Area of Operations, the Contractor's Supervisor and three (3) skilled Highway Maintenance Workers shall each operate and maintain a pick-up truck suitable to the requirements of the operations. One of these skilled pickup trucks shall be equipped with an apparatus that allows for additional capacity when performing debris pickup. The minimum equipment required to be maintained on each pick-up truck is found in Attachment C. Failure to maintain in a serviceable condition all the minimum requirements in each pick-up truck shall result in nonpayment until restored to the minimal serviceable condition and may result in a Procurement Complaint Form being issued to the Contractor.



- b) **Safety Equipment:** The Contractor shall provide and ensure all employees wear the proper safety equipment while on the work site in accordance with the OSHA and VOSH standards. Necessary safety supplies and equipment shall include, but is not limited to, hard hats, safety apparel, steel-toed shoes, gloves, safety glasses, etc. Failure to comply with a safety requirement constitutes reason to restrict work being performed under this contract. In addition, no hard hat or safety apparel shall have the Virginia state seal or any reference to the Richmond Metropolitan Transportation Authority or RMTA.
- c) **Truck Mounted Attenuator / Warning Arrow Panel:** An advance warning arrow panel “Type C”, 96” x 48”, shall be mounted on the Truck Mounted Attenuator (TMA) in accordance with the Virginia Work Area Protection Manual; sufficient room shall be maintained below the advance warning panel to facilitate mounting brackets that shall be provided/installed by the Contractor to hang a Contractor provided 84” x 36” advance warning sign. The sign and arrow panel shall be visible to traffic approaching from the rear. The advance warning arrow panel shall also be equipped with a caution mode that utilizes the four corner flash design. A minimum of one (1) rotating amber light or high-density amber strobe light shall also be mounted on the truck and shall be visible 360° to approaching traffic from any direction. An experienced operator shall be supplied to operate the truck at all times. The Contractor shall provide at least three (3) Truck Mounted Attenuator’s (TMA) for the Area of Operations and shall have sufficient TMAs to meet timeliness requirements shown in **Section F.3** (Emergency Response Time, and be able to respond to multiple incidents at one time)
- d) **Dump truck with Spreader:** The contractor shall provide at least one (1) single axle dump body style truck equipped with a spreader that is always fully functional. This truck shall be equipped with a minimum of one (1) rotating amber light or high-density amber strobe light that is visible 360° to approaching traffic from any direction. At the RMTA’s direction, the contractor shall have the ability to remove the spreader from the truck and attach the tailgate so that the truck can be used for other maintenance work within the project. Any additional cost for the ability will be at the cost of the Contractor.
- e) **After Hours Incident Response Truck:** Incident response trucks shall be equipped with “Type B” 60” x 30” arrow boards. The advance warning arrow panel shall be visible to traffic approaching from the rear. The advance warning arrow panel shall also be equipped with a caution mode that utilizes the four corner flash design. A minimum of one (1) rotating amber light or high-density amber strobe light shall be mounted on the truck and shall be visible 360° to approaching traffic from any direction. An experienced, skilled operator shall be supplied to operate the truck at all times. The Contractor shall provide at least one (1) After Hours Incident Response Truck for the Area of Operations and shall have sufficient incident response trucks to meet timeliness requirements shown in **Section F.3** (Emergency Response Time, and be able to respond to multiple incidents at one time) The After Hours Emergency Response Truck shall meet the requirements found herein and in Attachment C.
- f) **Traffic Control Signs and Stands:** The Contractor shall supply, erect and dismantle all channeling devices and traffic control signs and stands in accordance with the Virginia Work Area Protection Manual dated 2011, or latest edition. The minimum required Traffic Control Signs and Stands to have on hand for the Area of Operations is found in Attachment B. The Contractor shall be responsible for any sign required in the temporary traffic control Layouts regardless of the minimum requirements found herein.

Truck-mounted attenuators and electronic arrow boards shall be required when closing a lane on interstate roadways in accordance with the Virginia Work Area Protection Manual dated 2011 or latest edition, and as determined by RMTA. The Contractor shall supply the truck-mounted attenuators and electronic arrow boards if required.

- g) **Electronic Arrow:** The electronic arrow shall be electronic flashing or sequential amber arrows having dimmer controls and shall be mounted on a suitable truck or trailer. The Contractor shall maintain and move electronic arrows as needed for traffic control. A minimum of two (2) Electronic Arrow Boards shall be required for the Area of Operations.



- h) **Lane Closures:** The advanced warning vehicle service and assembling/disassembling lane closures may be used in conjunction with work performed by various other RMTA contractors. The advanced warning vehicle service and assembling/disassembling lane closures shall be utilized on interstate and primary routes within RMTA's Right of Way.
- i) **Maintaining Equipment:** The Contractor shall possess or have available, prior to the award of the contract, all sufficient equipment necessary to perform the work for the awarded contract. The Contractor shall maintain and operate equipment designed for the operation(s) described herein and shall ensure the equipment is maintained in good repair and operating condition. Failure to maintain in a serviceable condition any required equipment shall result in nonpayment until restored to the minimal serviceable condition and may result in a Procurement Complaint Form being issued to the Contractor.
- j) **Fueled and Ready:** The Contractor, at his own expense, shall have equipment fueled and ready to begin operations prior to reporting to the work site. The Contractor shall also provide any accessories necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all hand tools and safety supplies.
- k) **Additional Trucks or Equipment:** RMTA reserves the right to supply additional trucks and/or equipment from RMTA sources if deemed necessary.
- l) **Temporary Traffic Control Line Items:** Traffic Control line items used for routine TTC will be paid for on an hourly basis. This shall include set-up and removal time. RMTA will pay a four (4) hour minimum for temporary traffic control items when not an extension of a Traffic Incident Management Control (TIMC). In the Area of Operations, the contractor shall maintain on hand for immediate use, at any time, all the signs, equipment, and appurtenances necessary to install, maintain, and remove an interstate closure with applicable detour in accordance with the Virginia Work Area Protection Manual within two hours of initial notification. The minimum required Temporary Traffic Control (TTC) equipment is found in Attachment B. All other necessary Traffic Control Equipment shall be available for use within the timeliness requirements guidelines of the Contract.
- m) **Temporary Exit, Yield, Stop Signs:** The Contractor shall supply the signs and sign stands necessary to mark an Exit Ramp or Stop condition in the event a permanent Exit sign or Stop Sign is knocked down. The Temporary Sign will be paid for on a DAY basis, which includes set-up, maintenance, and removal of the sign while in use until the permanent sign is reinstalled. The minimum required temporary "EXIT", "YIELD" and "STOP" signs for each Area of Operations can be found in Attachment B. The Contractor shall have inventory on hand to provide items at multiple locations if needed.
- n) **Maintenance Tools/ Equipment:** The Contractor shall supply all the equipment, tools, and necessary appurtenances to perform minor unplanned maintenance as directed by RMTA. This shall include, but is not limited to; chop saw, chainsaws, pole saws, weed eaters, pitchforks, rakes, shovels, hoe forks, brooms, basic hand tools, etc. See Attachment C for the minimum minor maintenance equipment requirements.
- o) Additional equipment the contractor shall provide on an hourly basis, that shall be made available within 48-hour notice include; Hot box, pull behind blower, bucket truck, additional TMA's, 8" pull behind water pump, light tower, or any other equipment requested by the RMTA or its designee. This Equipment will be paid on an hourly basis.

D. MANNER OF CONDUCTING WORK AT THE JOB SITE:

1. **SATISFACTION:** All work shall be performed according to the standards of the industry and to the complete satisfaction of the RMTA or its designee.
2. **SIGNS OR ADVERTISEMENTS:** No signs or advertisements shall be posted on RMTA's property without prior written approval by the RMTA.



3. **REVIEW OF WORK SITE:** The RMTA, or designee, will review the work site with the Contractor prior to the start of work.
4. **DELIVERY, PARKING and STORAGE:** The Contractor shall be provided a staging area in the Area of Operations. The Contractor shall be responsible for the maintenance, upkeep, and general housekeeping of the staging area. The RMTA will approve the parking and storage arrangements; however, RMTA will not be responsible for any loss or damage to the Contractor's equipment that is left at this site. The Contractor may choose an alternate staging location within the Area of Operations, if it does not adversely affect response times or operations. The alternate site shall be approved by the RMTA. RMTA reserves the right to change the staging areas within that Area of Operations at no additional cost to the RMTA. Any changed location shall be comparable to the previous location and any required site development costs shall be borne by the RMTA.
5. **CLEANUP:** The Contractor shall clean up frequently so the worksite presents a neat, orderly and workmanlike appearance at all times. If a Contractor fails to clean up at the completion of the work, the RMTA may do so and charge the costs to the Contractor.
6. **DISPOSAL:** The Contractor is responsible to dispose of all refuse, rubbish, scrap materials and debris caused by their operations as instructed by RMTA. No such refuse, rubbish, scrap material and debris shall be left within the completed work area nor buried on the job site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. No RMTA dumpsters are to be used for debris disposal. All dumpsters utilized by the Contractor stored on RMTA property shall be kept covered to prevent the escape of any contents.
7. **CONCURRENT CONTRACTING:** When more than one contractor is performing maintenance within the same geographical area, the Contractor shall not hinder the work being performed by other Contractors. The Contractor shall be responsible for coordinating his operations to maximize coordination and minimize interference with other concurrent contracted or RMTA forces efforts. The Contractor is encouraged to make all reasonable efforts to coordinate asset maintenance services with other contract services that are being provided along the highway to limit the impact of traffic disruptions. Unless otherwise stated, the Contractor shall continue to be responsible for all asset maintenance services that are covered in this contract.
8. **ADVANCED NOTIFICATION REQUIREMENTS:** The Contractor shall notify the RMTA or its designee at least thirty (30) minutes before a planned and approved lane closure is installed and notify the RMTA or its designee within thirty (30) minutes after the installed lane closure is removed. If the Contractor is found to have installed a lane closure without notifying the RMTA, the RMTA may require the Contractor to remove the lane closure until such time the Contractor can demonstrate to the RMTA that the Contractor can fully comply with the requirements of the Contract lane closure notifications.
9. **INCIDENT RESPONSE REPORTING:** The Contractor shall support the RMTA and VDOT's TOC at all times by providing thirty (30) minute updates on every emergency incident. The Contractor is responsible to provide all aspects of traffic control related to any Incident and/or emergency including, but not limited to, management of the entire detour route(s) necessary to maintain traffic flow, off, along, and returning to the routes defined in Attachment A.
10. **INCIDENT RESPONSE PERFORMANCE STANDARDS:** The Contractor shall respond as required to any situation or conditions that represent an immediate threat to life or health. The Contractor shall respond 24 hours a day, 7 days a week, including holidays, to any emergency occurring on the roadway. The Contractor shall arrive onsite, with a short duration Incident Management lane closure, (VWAPM 6I, Incident Response truck with arrow board, cones and any other necessary equipment), within thirty (30) minutes of the initial notification of the incident during the hours of 6:00am – 6pm Monday through Friday and within sixty (60) minutes of the initial notification of the incident during off peak hours, weekends and holidays. The Contractor will have an additional sixty (60) minutes to implement traffic control as directed by RMTA or by the on-scene Incident Commander after arriving. If RMTA or an Incident Commander is not identified, the Contractor shall install traffic control devices as directed by the VWAPM.



The Contractor’s Incident Response performance will be determined using the daily Call Out Log maintained by the RMTA and performance reviews provided by the RMTA or its designee. The response times listed in the Call Out Reports will be compared to the allowable response times listed herein. Any occurrence of Incident Response outside of the required times will be reported to the RMTA or its designee in writing and addressed with the Contractor. Failure to improve timeliness response times, or recurring violation of response times will be reported to the RMTA with the use of a Procurement Compliant Form and may result in finding the Contractor in default of the Contract.

E. WORK REQUIREMENT:

1. **WORK PROCEDURE:** The Contractor may be asked to mobilize Multiple Traffic Control Operations in accordance with the specifications contained herein. At the time of notification, the Contractor may request additional response time if needed. Approval of additional response time will be decided by the RMTA or its designee on a case-by-case basis. If the Contractor cannot supply all of the requested Traffic Control sets, RMTA reserves the right to procure additional Traffic Control Sets from other sources.
2. **CONTINUOUS WORK REQUIREMENT:** The Contractor shall provide a continuous operation once they commence work. Failure to maintain a continuous operation will result in a Procurement Complaint Form being issued, which may ultimately result in the default of the contract in accordance with General Terms and Condition, Paragraph P.
3. **CONTRACTOR’S FAILURE TO REPORT:** If the Contractor fails to commence work at the mutually agreed upon time, they may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Terms and Conditions, Paragraph P. A Procurement Complaint Form may be issued against the Contractor.
4. **REMOVAL/DISPOSAL OF ANIMAL CARCASSES AND/OR LITTER/ DEBRIS:** The Contractor shall remove and dispose of animal carcasses and/or litter & debris from the right of way. The Contractor is responsible for contacting approved landfills for disposal of animal carcasses and/or litter & debris and to pay all fees charged for disposal. Disposal of dead animals and/or litter & debris on the RMTA right of way shall NOT be permitted at any time. Carcasses and/or litter & debris discovered not properly disposed of will result in a Procurement Compliant Form issued against the Contractor. The Contractor shall be responsible for all expenses for proper disposal of litter/ debris and dead animal removed from the highway right of way.

DEFINITION OF DEBRIS: Debris consists of, but is not limited to, any item(s) that may potentially fall from a vehicle including, tires, tire carcasses, sticks, lumber, boxes, trash spills, sand, gravel, broken pavement markers, tree limbs, scrap metal, vehicle parts, and similar solid materials of any size which may cause a motorist to swerve or may cause damage when hit or thrown by a vehicle as a projectile.

5. **INCIDENT RESPONSE:** The Contractor shall respond to all incidents/emergencies that occur on the routes listed herein. The Contractor shall respond to the incident immediately upon notification by the Transportation Operations Center (TOC), RMTA, or the RMTA’s designee (Contract Monitors). The Contractor shall respond within the timeframes outlined in **F.3. EMERGENCY WORK ASSIGNMENTS**. The Contractor shall arrive onsite with all necessary equipment, materials and staff required to implement the appropriate Traffic Incident Management Control for the incident in accordance with the Virginia Work Area Protection Manual.
6. **PLANNED MINOR MAINTENANCE ACTIVITIES:** In the Area of Operations, the Contractor shall provide, at a minimum, One Supervisor, Two Skilled Highway Maintenance Workers, and Two Unskilled Laborers, during assigned schedule to perform minor unplanned maintenance as directed by RMTA, when not engaged in Emergency or Incident Mitigation. In the event of an Incident or Emergency, the crews shall provide the incident response. Minor Unplanned Maintenance consists of routine or emergency maintenance issues that can be resolved or mitigated quickly and not involving extensive time and equipment. The Contractor shall perform the minor unplanned maintenance as directed by the RMTA or its designee each work day. The work typically consists of RMTA Work Order Clearance, pothole repair, dead animal/ debris call outs, vegetation removal, clogged drain



cleaning, minor tree trimming for sight distance or sign visibility, spot tree and brush removal, barrier and guardrail delineator installation, etc., and other minor maintenance activities as directed by RMTA.

7. **INCLEMENT WEATHER EMERGENCY OPERATIONS:** The Contractor may be required to maintain crews onsite outside normal working hours during Inclement Weather Emergency Operations to perform incident mitigation, emergency maintenance, etc.

F. METHOD OF ORDERING WORK:

1. **WORK NOTIFICATION PROCEDURE:** Purchase Orders will be issued for billing purposes for the Incident Management/Traffic Control and Minor Maintenance portions of the Contract. The RMTA Contract Administrator, or designee will issue a numbered Task Order that will be the official work notification for Traffic Control Operations. The Task Order will outline setup location, quantity and types of equipment required, and expected period of time equipment will be required. No work shall begin without the receipt of a Task Order.

In case of emergency/critical/immediate need only, verbal notification shall be sufficient for the Contractor to begin. Written confirmation (Task Order) will follow within forty-eight (48) hours.

2. **CONFIRMATION OF RESPONSE TIME:** After receipt of the Task Order for Scheduled Work Assignments, the Contractor shall confirm the acceptance of the work assignment within eight (8) hours and begin work within forty-eight (48) hours or the agreed upon time between the RMTA or its designee, and the Contractor. The Contractor may, at the time of notification, request additional time to respond. Approval of additional response time will be decided by RMTA or its designee on a case-by-case basis.
3. **EMERGENCY WORK ASSIGNMENTS:** The Contractor shall respond as required to a situation or conditions that represent an immediate threat to life or health. The Contractor shall respond 24 hours a day, 7 days a week, including holidays, to any emergency occurring on the roadway. The Contractor shall arrive on-site, with a short duration Incident Management lane closure, (VWAPM 6I, Incident Response truck with arrow board, cones and any other necessary equipment), within thirty (30) minutes of the initial notification of the incident during the hours of 6:00am – 6:00pm Monday through Friday and within sixty (60) minutes of the initial notification of the incident during off peak hours, weekends and holidays. The Contractor will have an additional sixty (60) minutes to implement traffic control as directed by RMTA or by the on-scene Incident Commander after arriving. If RMTA or an Incident Commander is not identified, the Contractor shall install traffic control devices as directed by the VWAPM.
4. **CONTRACTOR'S DECLINE OF ASSIGNMENT:** When the Contractor is unable to report to an assignment, a RMTA-supplied Contractor Release Form shall be signed and documented by the Contractor stating why he cannot perform the requested work. RMTA shall approve or disapprove in writing **whether the Contractor is released from contractual responsibilities. If a Contractor declines an assignment other than one approved in writing by RMTA, they may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Terms and Condition, Paragraph P. A Procurement Compliant Form will be issued against the Contractor.**

G. HOURS OF WORK:

Work may be performed during day or night depending upon location and RMTA need. Work hours will vary during the contract period and may be changed at the discretion of the RMTA or its designee.

No scheduled work shall be performed when the weather or other unforeseen conditions create a safety hazard or adversely affect the effectiveness of the work activities or at the discretion of RMTA. Any subsequent memorandums from RMTA's Administrative Offices directing work restrictions shall also apply to this contract.



H. **SAFETY REQUIREMENTS:**

1. **Safety Standards, Rules and Regulations:** The Contractor shall ensure all personnel and equipment comply with all OSHA and VOSH standards as they apply to the work being done and not create any hazardous conditions with the equipment used. This includes, but is not limited to, equipment having vehicular backup alarm systems and flashing lights, and equipment containing a roll-over protection system must be equipped with seat belts that shall be worn by the occupants while in use. Refer to Special Terms and Conditions Paragraph 23 for Safety and Health Standards.
2. **Protection of Persons and Property:** The Contractor shall take every precaution at all times for the protection of persons which may come on the work site or be affected by the Contractor's operation in connection with the work by ensuring all work/job areas are maintained clean and free from safety hazards. The Contractor shall take every precaution to continuously maintain adequate protection of all their work from damage and shall protect RMTA's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners.
 - a. **Hardhats:** Hardhats shall be worn by **ALL** employees while participating in or observing all types of fieldwork when outside of the cab of a vehicle.
 - b. **Personal Protection Equipment:** Shall be in accordance with VOSH and Virginia Work Area Protection manual, High Visibility Safety Apparel.
 - c. **Commercial Driver's License:** When required by the equipment being operated, the operator of each piece of equipment shall possess a valid Commercial Driver's License with the proper endorsements.

I. **METHOD OF PAYMENT:**

- A. **PAYMENT:** Payment will be made on the hourly components of this contract to the nearest one-half (1/2) hour for the actual time equipment and personnel are in use, with no stand-by time allowed unless authorized by the RMTA or its designee in advance. The hourly rate will not change for night, weekend work, or any hours worked beyond a regular 40-hour week. Payment for the hourly pieces of equipment will only be paid when they are used separately or as an addition to a requested layout. When traffic control is requested, all equipment, manpower for set up and breakdown and monitoring and maintaining shall be included in the bid item price. The Contractor shall incorporate fuel and mobilization/demobilization costs into the bid rate for each line item.
- B. **VERIFICATION:** At the conclusion of each workday, the Contractor shall submit a RMTA- approved daily timesheet showing the line items, operator name and quantities for each piece of equipment or laborer. The timesheet must be verified, mutually agreed upon and signed by the Contractor and RMTA or its designee at the end of each workday. The timesheets will be used by RMTA to verify Contractor's invoices.
- C. **COMPLIANCE:** At the conclusion of the workday, the Contractor shall demonstrate to the RMTA or its designee the work is fully in compliance with the contract and the most recent VDOT Road and Bridge specifications. Any deficiencies shall be corrected within 24 hours by the Contractor at the Contractor's sole expense, prior to the final acceptance of the work. Any deficiencies not corrected, RMTA may arrange for the corrective work to be accomplished by other forces and reserves the right to deduct that portion from the amount due the Contractor. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions will be reported to the RMTA with the use of a Procurement Compliant Form.
- D. **BILLABLE TRAVEL TIME:** Equipment traveling or moved from one RMTA work location to another RMTA work location within the same day will be paid at the hourly rate per the Pricing Schedule. Other travel or movement of equipment will not be billable.
- E. **ACTUAL HOURS:** Both equipment and dedicated operator are present, as requested by RMTA, to perform or in performance of the work. Equipment without operator, not in use or not used will not be billable.



- F. **DISPOSAL FEES:** Disposal fees will be the sole responsibility of the contractor.
- G. **SHOW-UP TIME:** In the event the Contractor's equipment reports to work as requested, but due to the weather or a change in RMTA's plans, and it is not utilized that day, the Contractor shall be paid one-quarter (1/4) of each requested line item with the unit of measure of each. Line items with an hourly unit of measure, will be paid two (2) hours of show-up time for each occurrence. No payment will be made if work is cancelled by RMTA before 4:00PM the day before work is to be performed. RMTA reserves the right to determine if the contractor qualifies for show up time. It shall be the contractor's responsibility to contact the RMTA or its designee in the event of inclement weather and discuss whether work can be performed that day. No payment will be allowed for showing up during inclement weather without approval from the RMTA or its designee.
- H. **EQUIPMENT BREAKDOWN:** If a piece of the Contractor's equipment breaks down causing delay in a project, RMTA will not be responsible for payment to the Contractor during this time. If replacement equipment is needed, the Contractor shall provide a replacement within two (2) hours. The Contractor shall not be compensated to mobilize the replacement equipment in or out. If the needed equipment has to be obtained from another source, the Contractor shall not be compensated for the trip to mobilize the broken equipment from the work site. Payment will resume once the project can be restarted.
- I. **DOWNTIME OF SERVICES:** Equipment will be paid only for actual hours worked and no time will be allowed for downtime or servicing equipment. No time will be allowed for the Contractor to conduct meetings with their employees during RMTA operating hours. Any time needed for such a meeting will require prior approval by the RMTA Supervisor, and payroll time will be deducted for the amount of time taken.

Incident Response

- J. The Contractor shall immediately respond upon notification of an incident or emergency situation during scheduled working hours with the men and equipment assigned to the Area of Operations. The contractor shall safely leave his ongoing assigned maintenance operation in order to respond immediately. The Contractor shall arrive prepared to mitigate the situation and/or immediately set up VWAPM Figure 6I-1 as needed. After set up and review of the required Traffic Incident Management Control/Temporary Traffic Control TIMC/TTC for the incident and at the direction of the RMTA representative, the crew shall resume maintenance at the scheduled operation or in the general vicinity of the incident until the TIMC/TTC is required to be removed.
- K. After Hour Incident Response Truck w/ Operator, the Contractor shall respond immediately upon notification of an incident or emergency situation outside of scheduled working hours in accordance with Section D. 10. The Contractor shall arrive as After Hour Incident Response (paid hourly) prepared to mitigate the situation and/ or immediately set up VWAPM Figure 6I-1 as needed. After Hour Incident Response Truck with Operator pay item includes all personnel, equipment, materials, and appurtenances necessary to mitigate the incident or emergency situation, or to install VWAPM Figure 6I-1 as needed. The After Hours Incident Response Operator shall be, at a minimum, a skilled Highway Maintenance Worker with the knowledge and experience necessary to assess and mitigate situations autonomously without supervision. The After Hours Emergency Response truck shall meet the requirements found herein and in Attachment C. The After Hours Incident Response Operator shall be approved by the RMTA or its designee prior to being assigned to the operation.
- L. For Incidents or emergency situations that require the Contractor to respond outside of the Contractor's assigned working hours, off peak hours, weekends, or Holidays, the Contractor will be compensated for a minimum of two hours at the After Hours Incident Response rate (paid hourly)
- M. For incidents lasting longer than two hours, the Contractor shall install the appropriate Traffic Incident Management Control (TIMC) as necessary (paid Each). The TIMC will remain in effect for a maximum of 4 hours following its complete installation. The TIMC pay item includes all personnel, equipment, materials, and appurtenances necessary to install, maintain, and remove the TIMC in accordance with the VWAPM.



N. For incidents requiring traffic control to remain installed after the maximum four hours of the TIMC, the corresponding Temporary Traffic Control (TTC) line item will be used for compensation of the remaining time on scene maintaining and removing the TTC (paid hourly). The TTC pay item shall include all personnel, equipment, materials, and appurtenances necessary to install, maintain, and remove the TTC in accordance with the VWAPM.

V. MANDATORY PREBID TELECONFERENCE:

A **mandatory prebid teleconference** will be hosted by the Contract Officer at **10:00 AM EST on August 30, 2023**. 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.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, **participation at this teleconference will be a prerequisite for submitting a bid**. Bids will only be accepted from those bidders who are represented at this prebid conference. **No one will be admitted after 10:05 AM EST.**

If you plan to participate in the Mandatory pre-bid teleconference please provide the following information via email to Paula.Watson@rmtaonline.org no later than **5:00 PM EST on the business day prior to the scheduled conference.**

- Solicitation Number and Title
- Company Name and Address
- Representative Name, Phone Number, Email Address.

At the start of the conference the Contract Officer 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. Participants who did not provide their information in advance will be requested to provide their name, company and contact information during the roll call. Bids will only be accepted from those Bidders who are represented and make their participation known to the Contract Officer **during** the teleconference roll call but no later than **10:05 AM EST.**

This conference can be accessed with the below information:

Click the link below to join the Zoom Meeting:

<https://us02web.zoom.us/j/89297805223?pwd=UDBHSWxHUXZQTUs5cFZWam4wY1JMUt09>

Meeting ID: 892 9780 5223

Passcode: 081182

Or Call in (audio only)

1-929-436-2866

Meeting ID: 892 9780 5223

Passcode: 081182

Or One tap mobile

+19294362866,,89297805223#,,,,*081182# US (New York)

Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation and posted to the RMTA website.

If you have any difficulties connecting to the virtual pre-bid meeting please call the Contract Officer, Paula Watson, immediately at 804-523-3308 and she can assist you.



VI. METHOD FOR PAYMENT:

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 will be made via check or ACH. For questions about electronic payments please contact Paula Watson via email at: Paula.Watson@rmtaonline.org

VII. INVOICING:

- A. **INVOICING:** Invoices shall be submitted monthly for the periods beginning on the 1st of the month and ending on the last day of the month or upon completion of work, whichever occurs first. All invoices shall include the contract number, purchase order number, Task Order number, description of the work performed, work location(s), date of work, a breakdown of line items and quantities used, price per unit of measure, extended price and a grand total. Invoices shall be created in such a way to clearly identify the Task Order being invoiced and in a form approved by RMTA. All incidents shall be shown as a separate Task Order. Contractor shall provide, with their invoice, a copy of the signed daily time sheets for all time listed on the invoice and copies of any invoices for disposal fees. The only charges RMTA will approve for payment will be charges based upon the rates and line items agreed upon on the daily timesheet.
- B. Invoices shall be submitted via email to theresa.simmons@rmtaonline.org And to Account.payable@rmtaonline.org

VIII. BIDDER'S INSTRUCTIONS 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 to the following address:

Richmond Metropolitan Transportation Authority
901 E. Byrd Street, Suite 1120
Richmond, VA 23219
Atten: Paula Watson
RMTA Incident Response – 2023 Contract Bid

Bids received after the time set will be rejected and returned unopened. **If mailing, please write “Attention: RMTA Incident Response – 2023 Contract Bid Opening” on the outside of the envelope or on mailing label.**



2. **PUBLIC BID OPENING:**

Bids will be opened at the time stated on the reminders page of the electronic posting of this solicitation, and their contents per the Virginia Public Procurement Act and Commonwealth of Virginia Vendors Manual, will be made public for the information of bidders and others interested.

A public bid opening via teleconference will be hosted by an RMTA representative at **10:00 AM EST on September 19, 2023.**

This conference can be accessed with the below information:

Click the link below to join the Zoom Meeting:

<https://us02web.zoom.us/j/87273329967?pwd=VHpOWjVcXVwQkpjL2tIUURJVkdXZz09>

Meeting ID: 872 7332 9967

Passcode: 091007

Or Call in (audio only)

1-312-626-6799

Meeting ID: 872 7332 9967

Passcode: 091007

Or One tap mobile

+13126266799,,87273329967#,,,,*091007# US (Chicago)

The bid opening will begin promptly at the time indicated. At the start of the conference the RMTA Representative 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.

If you are unable to access the teleconference at the scheduled time please contact the Contract Officer via email and a bid reading will be provided.

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



IX. GENERAL TERMS 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. **COORDINATION WITH STATE FORCES:** RMTA reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate fully with RMTA and other Contractors as necessary. RMTA reserves the right to supply additional equipment from other RMTA resources if deemed necessary.

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. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

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 H**.

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 E**.

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 G**.

27. TERM OF CONTRACT: The contract period will be from date of award through September 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.

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



ATTACHMENT A

Operational Areas

Incident Response and Miscellaneous Maintenance services will be performed within the RMTA’s right-of-way limits on portions of SR 195, all of SR 146 and a portion of SR 76 located in Richmond, Virginia to include all on and off ramps.

The RMTA Expressway System consists of approximately 6.2 center lane miles and 55.2 lane miles including all ramps up to the intersection of non-RMTA route(s) pavement edge. A complete RMTA System Map can be found on the next page.

<u>ROUTE</u>	<u>COUNTY</u>	<u>BEGIN</u>	<u>MP</u>	<u>END</u>	<u>MP</u>	<u>TOTAL C/L MILES *</u>
SR 195	City of Richmond	I-95 Interchange/ SR 195	0.0	SR 195/Meadow St	2.2	2.2
SR 146	City of Richmond	SR95/I-195/SR146 Interchange	N/A	SR 146/SR 76	N/A	0.8
SR 76	City of Richmond	I-195/Cary Street/ SR76	0.0	SR76/Chippenham	3.2	3.2

* All mileage is approximate.

RMTA Staging Areas:

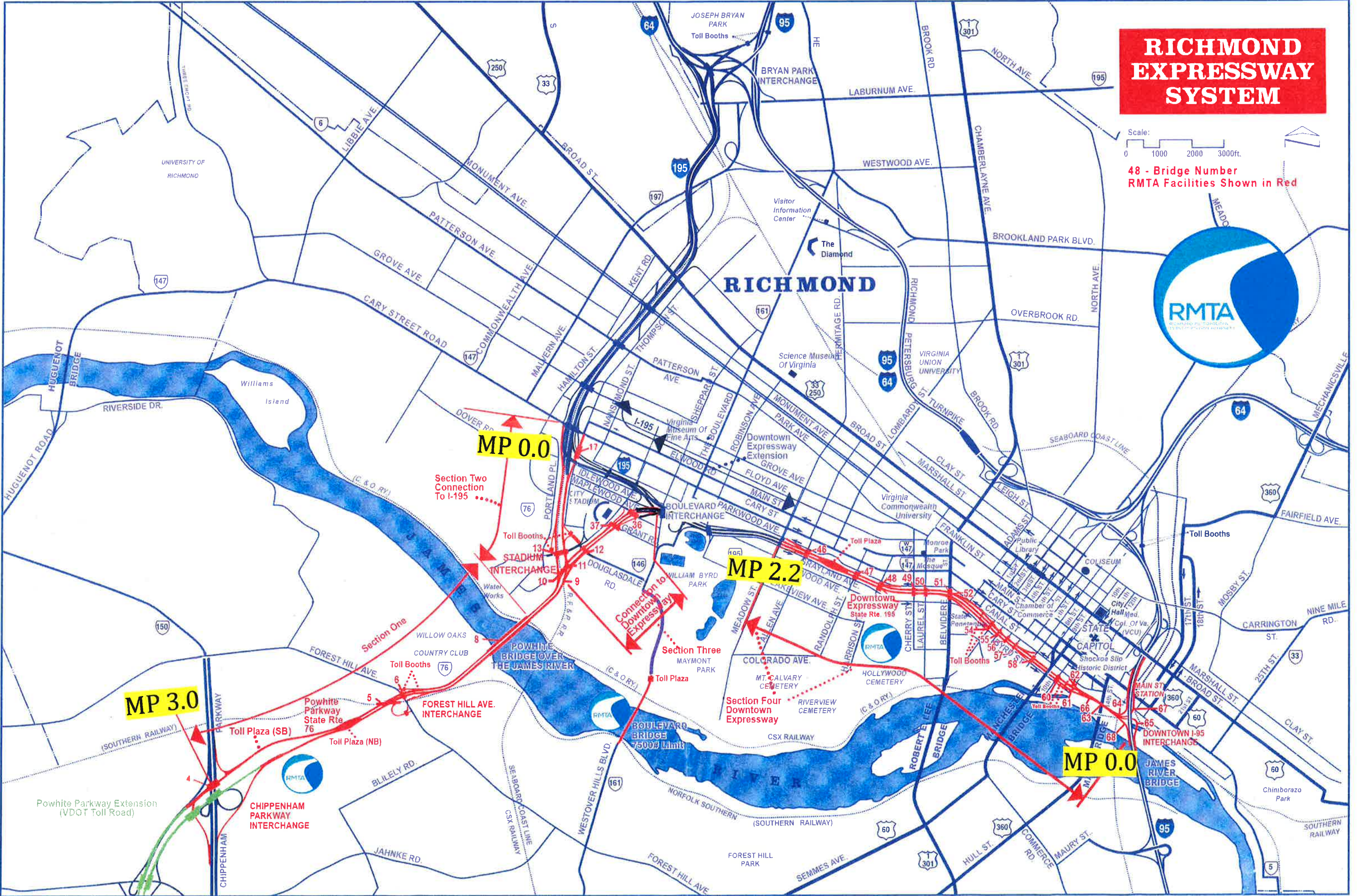
Douglasdale/Rt. 76 laydown Lot Rt. 76 Salt

Sheds laydown Lot

RICHMOND EXPRESSWAY SYSTEM

Scale: 0 1000 2000 3000ft.

48 - Bridge Number
RMTA Facilities Shown in Red



MP 0.0

MP 2.2

MP 3.0

MP 0.0

Section Two
Connection
To I-195

Section One

Connection to
Downtown
Expressway

Section Three

Section Four
Downtown
Expressway

CHIPPENHAM
PARKWAY
INTERCHANGE

DOWNTOWN I-95
INTERCHANGE

Powhite Parkway Extension
(VDOT Toll Road)

UNIVERSITY OF
RICHMOND

RICHMOND

SCIENCE MUSEUM
OF VIRGINIA

VIRGINIA
COMMONWEALTH
UNIVERSITY

CAPITOL

CHINIBORAZO
PARK



ATTACHMENT B

Minimum Equipment Requirements

Master Sign List	MOT Truck/Trailer	Skilled Truck (x3)	Supervisor Truck	Area totals
Road Work Ahead W20-1	2	2		8
Right Shoulder Closed Ahead W21-5BR w/ overlay left panel or W21-5BL	2	2		8
Right shoulder closed W21-5AR with overlay left panel or W21-5AL	2	2		8
End Road Work G-20-2(V)	2	2		8
Right Lane Closed Ahead W-93R with overlay left panel or W9-3L	6			6
Lane End Merge Left W9-2L with the overlay right panel or W9-2R	3			3
Keep Left R4-V7L with the overlay right panel or R4-V7R	6			6
Lane End (Symbol) W4-2R with the overlay left symbol panel or W42L	6			6
2 Left Lane Closed Ahead W20-5AL with overlay right panel or W20-5AR	6			6
Ramp Narrows W5-4	1	1		4
Ramp Closed Ahead W20-V12	2			2
Road Closed Ahead W20-3	2			2
All Traffic Merge Right W21-V9R with left overlay panel or W21-V9L	4			4
Emergency Scene Ahead W20-V25 (fluorescent pink)	2	2	2	10
Detour Ahead W20-2 (fluorescent pink)	3			3
Detour Arrow (Symbol) M4-9R(V) with left, right, straight overlay panel or M4-9L(V) or M4-(V)1 (fluorescent pink)	6			6
Yield ahead W3-2	1			1
Stop ahead W3-1	1			1
Yield sign 48"x 48" roll up			3	3
Stop sign 48"x 48" roll up			3	3
Exit E5-1 - green roll up	5			5
Exit E5 -V1R orange roll up	2			2
Litter Pick Up W21-V7	2			2
Watch for Slow Moving Vehicles W21-V7	2			2
Bump W8-1	2			2
Sidewalk Closed R9-9	2			2
Sign Stands	36	6	2	56



Master Sign List	MOT Truck/Trailer	Skilled Truck (x3)	Supervisor Truck	Area totals
Cones	225	25	25	325
Barrels	60	5		75
Type C 48"x 96" Arrow board				2
Portable Changeable Message Board				1
TMA				3



ATTACHMENT C

Required Equipment – Supervisor pickup

- Attachment 1 TTC requirements
- 1 flat point shovel
- 1 round point shovel
- 1 post hole digger
- 1 pitch fork
- 1 hoe fork
- 1 hard rake
- 1 leaf rake
- 1 push road broom
- 1 tamper
- 1 General repair toolset to include socket set, hammer, pliers, adjustable wrenches, etc
- 1 tape measure
- 1 flashlight
- 1 4' probing rod
- 1 man hole cover hook
- Pair of hip waders/rubber boots
- 1 18" chainsaw
- 1 500 cfm backpack leaf blower
- 1 FS110 2 or 4 string weed eater with edging and brush cutting attachment
- 1 set of large handled pruners able to cut up to 2" limbs
- 1 sledge hammer 8 pound
- 1 Type B arrow board 60"x30" (Mounted on truck)
- Amber high intensity oscillating or strobing light (must be visible 360°)
- 1 battery powered 18v drill with driver bit kit (Dewalt 18 volt 4 Pcs. model DCK425C)
- ½" drive socket

Required Equipment – Skilled Laborer pickup

- Attachment 1 TTC requirements
- 2 flat point shovels
- 1 round point shovel
- 1 post hole digger
- 2 pitch forks
- 1 hoe fork
- 1 leaf rake
- 2 push road brooms
- 1 tamper
- 1 General repair toolset
- 1 tape measure
- 1 flashlight
- 1 4' probing rod
- 1 man hole cover hook



- Pair of hip waders/rubber boots
- 1 18” chainsaw
- 1 500cfm backpack leaf blower
- 1 FS110 2 or 4 string weed eater with edging and brush cutting attachment
- 1 set of large handled pruners able to cut up to 2” limbs
- 1 8lb. sledge hammer
- 1 Type B arrow board 60”x30” (Mounted on truck)
- Amber high intensity oscillating or strobing light (must be visible 360°)
- ½” drive socket

Required Equipment – After Hours Incident Response Truck (All minimum required equipment + the following)

- 1 14” chop saw
- 1 pole saw (equivalent to a gasoline HT-101 extendable)
- 1 4” water pump w/ 200’ of discharge hose for all three areas.
- 5 barrels