

**Richmond Metropolitan Transportation Authority  
INVITATION FOR BID**

Issue Date: February 22, 2024

Title: Handyman Services, On-Call (HANDY – 2024)

Issuing Agency: Richmond Metropolitan Transportation Authority  
901 East Byrd Street, Suite 1120  
Richmond, VA 23219

Period of Contract: From: Upon Award through June 30, 2027 (with the option to renew for three (3) additional one (1) year periods).

Sealed Bids will be received by the Authority, 901 E. Byrd Street, Suite 1120, Richmond, VA 23219 and by email to: [Paula.Watson@rmtaonline.org](mailto:Paula.Watson@rmtaonline.org) until Tuesday, March 26, 2024 at 1:00 p.m. local time. All bids received after this time will be returned to the vendor unopened. All mailed sealed bids shall be clearly marked “HANDY-24 On-Call Proposal”. Emailed bids shall be clearly marked “HANDY-24 On-Call Proposal” in the subject line. Emailed bids must receive a confirmation of receipt from the procurement officer. If you submitted a bid via email and did not receive an email confirming receipt, please call 804-523-3308 to ensure delivery of your submission.

All bids will be opened publicly at this time via Zoom, using the link to be provided on RMTA website ([www.rmtaonline.org](http://www.rmtaonline.org)) no later than March 11, 2024 at 4pm.

All Inquiries should be directed to: Paula Watson at [Paula.Watson@rmtaonline.org](mailto:Paula.Watson@rmtaonline.org) no later than March 8, 2024 at 1:00 p.m. local time.

In Compliance with this Invitation for Bid and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods/services at the price(s) indicated herein.

Virginia Contractor License No. \_\_\_\_\_ Class: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Firm Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**A PRE BID MEETING will be held on Tuesday March 5, 2024 virtually via Zoom at 11:00 a.m. local time, using the following link or phone numbers:**

<https://us02web.zoom.us/j/85947780045?pwd=KzJuaklwRDh6MlI5YmJZbC9zbUpLZz09>

Meeting ID 85947780045 Passcode 082547

+13126266799,,85947780045#,,,\*082547# US (Chicago)

+16469313860,,85947780045#,,,\*082547# US

**I. Purpose:**

The intent and purpose of this Invitation for Bid (IFB) is to establish a time and materials contract with up to three qualified handyman contractors to provide on-call handyman services on an as-needed basis for facilities presently owned/operated or as later may be acquired by the Authority. **The Authority does not guarantee or warrant that any selected firms will receive any particular volume or dollar value of work hereunder.**

The intent of this Invitation for Bid is to establish a firm price for all labor, materials, and equipment necessary to establish requirements contract for On-Call Handyman Services, per bid Specifications, General Terms and Conditions and Special Terms and Conditions. Services shall be provided on an ‘as needed’ basis.

RMTA is soliciting bids from General Maintenance Contractors Licensed in Virginia to provide general facility maintenance, repairs, improvements and renovations on an “as needed” time and material basis.

Work under this contract shall be for various projects and will be of a nature where Handyman work is required to maintain services.

The RMTA reserves the right to make multiple contract awards.

**II. Scope of Work:**

- A. The Contractor shall furnish all tools, labor, supervision, materials, equipment, supplies, travel, and incidentals necessary to perform the work as requested by the RMTA Operations Department. The Contractor shall be capable of performing tasks within the fields of carpentry, masonry, concrete, drywall, wall repair, electrical, painting, plumbing, fencing, flooring, and all-around handyman services. Examples of work that could be required under the as-needed basis may include, but are not limited to the following: framing, general carpentry repair, drywall installation and repairs, window repairs, roofing, siding, masonry, fencing repairs, flooring to include underlayment, install vinyl and carpet, painting, sealing, skim coating and installation of office doors, doorknobs, and locks.

- B. This contract includes multiple sites, which are located the Downtown Expressway (SR195), Pwhite Parkway (SR 76), and Boulevard Bridge (SR 161) which are approximately within a three-mile radius of each other, to include emergency repairs, are conducted on a schedule that will allow the RMTA to operate without disruption. Night and weekend work may be required in emergency circumstances. All work shall be performed at dates and times agreed upon in advance by the RMTA.
- C. Safety: Contractor shall at all times strictly adhere to all applicable safety standards and mandates in the performance of all services, including, but not limited to Occupational Safety and Health Administration (OSHA), Underwriter’s Laboratory (UL) and any standards or rules.
- D. The Operations Department is defined as: Director of Operations, Deputy Director of Operations, and Superintendents.

**III. Requirements:**

- A.
  - 1. Contractor shall furnish on-call handyman service (including all necessary parts, labor, supervision, materials, and equipment) on an “as-needed” basis in accordance with the terms and conditions and specifications set forth herein.
  - 2. Projects executed against this contract shall not exceed \$250,000, on a cumulative basis, for any one fiscal year.
  - 3. The Contractor shall be capable of performing tasks identified above.
- B. Employee Qualifications:
  - 1. Supervisor/Lead minimum 5 Years of experience:
    - a. Plans work, dispatches and/or schedules handyman in response to work orders.
    - b. Routine supervision of one or more handymen should be expected.
    - c. Performs work to address work orders.
  - 2. Handyman:
    - a. Performs work to address work orders.
  - 3. Helper:
    - a. Performs work under the direct supervision of Handyman or Helper.
    - b. Follows specific instructions of the Handyman or Helper.
- C. Reporting and Delivery:

1. All Contractors' personnel shall wear uniform shirts, provided by the contractor, that clearly identify the name of the company, as well as ID badges (visible at all times), provided by the Operations Department, while on Authority's property. In addition to the Contractor's own safety policies, Contractors' personnel may be required to wear reflective safety vest and hard hats. There are certain areas in the Authority's facilities that are designated as "Restricted". If entry into these areas is required, an authorized escort will be assigned to accompany Contractors' personnel until the work is completed.
2. The Contractor shall provide a sufficient number of qualified supervisors and employees to physically inspect, monitor, and supervise the Contractor's employees, ensuring adherence to the work schedule and quality of work. The supervisor shall be able to speak and read English fluently. It will be required that this person report to the Authority's Operations Department ("Operations Department"), or appointed designee, daily when work is being performed under this contract. This person shall also carry a cell phone, the number of which will be provided to the Operations Department.
3. The Contractor shall be responsible for the conduct and performance of their employees while also adhering to the following:
  - a. Contractor's personnel appearing to be under the influence of alcohol or drugs shall not be permitted on Authority property.
  - b. No loud, boisterous or rude conduct shall be permitted.
  - c. Contractor's employees shall not use or tamper with office machines, equipment and Authority's employee's personal property at any time.
  - d. Contractors employees shall not use Authority's telephones or computers at any time.
  - e. No smoking inside buildings.
  - f. No radios, portable music sources, nor the use of Authority's televisions shall be permitted.
4. Unauthorized Personnel: The Contractor's employees are not to be accompanied in their work areas or on the premises by acquaintances, family members, or any other person unless said person is an authorized Contractor employee performing work under the contract.

D. Procedures for Normal Working Hours Service Calls:

1. Requests for services shall originate from and shall be coordinated by the Operations Department or its appointed designee. Normal business hours shall be from 8:00 AM to 5:00 PM, Monday through Friday.
2. The Contractor shall have a handyman on site within two (2) hours of receiving a call for emergency service.

E. Procedures for After Hours Service Calls:

1. Requests for after-hours services shall originate from and shall be coordinated by the Operations Department. After Hours calls shall be defined as calls made before 8:00 AM and after 5:00 PM Monday through Friday and all calls placed on Saturday and Sunday. Calls for service placed on New Years Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas will be treated as After-Hours service calls.

2. The Contractor shall have a handyman on site within three (3) hours of receiving a call for service.

F. Procedures for Project Work:

1. The Authority may request the Contractor to provide a written estimate and methodology to perform work prior to commencing certain projects. The Contractor shall visit the designated work site, and receive a description of the work to be requested. The Contractor then has 5 working days to provide the Authority with a binding written proposal indicating the cost, scope and schedule to complete the work. This proposal shall be provided at no cost to the Authority.
2. Upon review, the Authority may elect to accept the proposal as issued, request a modification to the proposal or reject the proposal. If the Authority elects to perform the work, the Contractor will be issued a written Notice to Proceed along with a purchase order which will include the cost and schedule to perform the work. The Contractor's compensation for the work will not exceed the cost identified in the purchase order.

G. Contractor Responsibilities:

1. The Contractor shall provide an on-call number to the Operations Department that will enable 24-hour service, 365 days a year.
2. The Contractor shall be responsible for providing the appropriate tools equipment, and skilled personnel required to accomplish the work and for adequately supervising them during the performance of the task to assure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes, including OSHA requirements, and the Virginia Uniform Statewide Building Code in effect during the contract period.
3. The Contractor shall be responsible to assure that all materials used comply with all applicable laws, ordinances, rules regulations and codes and are compatible with pre-existing materials, equipment and systems of facilities involved.

H. Use of Premises:

1. The Contractor shall maintain the worksite in an orderly fashion that permits the Authority's operations to continue as unencumbered as possible.
2. The Contractor shall be responsible for repairing or replacing any work damaged by his operation, to the satisfaction of the Authority and solely at the Contractor's expense, within five (5) working days after notification by the Operations Department of damages found to any work at the site.

3. It shall be the responsibility of the Contractor to report to the Operations Department any damages found prior to any work at the site.

I. Record of Service:

1. The Contractor shall provide an invoice for payment upon the completion of each service call. Each invoice shall include the following:
  - a. Actual productive hours worked for each worker and type of worker (Supervisor, Lead Handyman, or Apprentice/Helper).
  - b. Description of work performed
  - c. Complete list of material/parts used along with actual costs to the Contractor
2. For all planned service requests, all material and parts selected by the Contractor are subject to approval by the Operations Department prior to application. In the case of emergency service requests, every effort to use materials that are fair and reasonable in price should be exerted.
3. The Authority will allow a 10% markup on materials and parts required to perform the work. The Contractor shall break out and show actual costs to the Contractor for the materials and parts on each invoice prior to the application of the allowed markup.
4. Travel time to and from the work site are non-chargeable hours and shall not be charged to the Authority.
5. The Authority reserves the right to provide materials and/or parts.

**III. Pre-Bid Meeting:**

A PRE-BID MEETING will be held virtually via Zoom at 11:00 a.m. local time, on Tuesday, March 5, 2024.

**IV. General Terms & Conditions:**

Please refer to Attachment A of this solicitation for General Terms & Conditions.

**V. Special Terms & Conditions:**

- A. Asbestos: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present; he shall stop the work immediately, secure the area, notify the Operations Department and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces by shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
- B. Audit: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Authority, whichever is sooner. The Authority shall have full access to and the right to examine any of said materials during said period.
- C. Award: The Authority reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s), up to three (3), meeting the requirements of the solicitation. The Authority reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Authority 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 Authority to be in its best interest.
- D. Bid Acceptance Period: Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 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.
- E. Bid Prices: The labor rates specified by the bidder shall include profit and all such direct and indirect overhead costs such as transportation, general and administrative cost, insurance etc. Labor hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment is not chargeable directly but is overhead and must be included in the rates bid for service. When estimates of cost are requested, these are not to be charged directly but must be included in the basic labor rate bid amounts as overhead.
- F. Cancellation of Contract: That either party reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the other. 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.
- G. Contractor Registration: To be a bidder on this contract, the Contractor shall be licensed in VA as a "Class A, B. or C Contractor" by the State Board of Contractors at the time of the pre-bid meeting. See example of format below:

Licensed Virginia Contractor No \_\_\_\_\_ Class: \_\_\_\_\_

- H. Indemnification: The Contractor shall indemnify and hold harmless Richmond Metropolitan Transportation Authority, and all officers, directors and employees of the named entity, (individually and collectively), from any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to person or property resulting from activity arising out of this contract; and shall, at its own cost and expense, defend any and all suits which may be brought against such parties, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against such parties in any such action or actions, provided, such indemnity shall not extend to the negligence of such parties and, provided, further, that such parties shall give the Richmond Metropolitan Transportation Authority written notice of any such claim or demand.
- I. Permits: The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor. Furthermore, the Contractor shall comply with all applicable federal, state and local laws, codes and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.
- J. Renewal of Contract: The initial term of this contract will be for three (3) years from the date of acceptance and will include up to three (3) successive one (1) year options, as determined solely by the Authority. Increases to hourly rates will be allowed at each anniversary of the contract acceptance date at a rate not to exceed the CPI-U (South Urban) as stated for the prior 12 months by the Federal Bureau of Labor and Statistics.
- K. Subcontracts: No portion of the work shall be subcontracted without prior written consent of the Authority. Consent, if given by the Authority, shall not, in any way, relieve the Contractor of responsibility and liability for the work performed by his subcontractor.
- L. Warranty of Materials and Workmanship: The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective.
- M. Work Site Damages: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Authority's satisfaction at the contractor's expense.
- N. Work Estimates (Time and Materials Contracts): Under this time and material contract, the Contractor shall furnish the Authority with a nonbinding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the



contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) with the application of a 10% markup. If the Authority determines that the estimated price is not fair and reasonable, the Authority has the right to ask the Contractor to re-evaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the Authority reserves the right to obtain additional quotes from other vendors. A purchase order will be issued to the Contractor, as the authorization to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract.

- O. **WORK SITE USE:** The Contractor expressly undertakes, either directly or through its Subcontractors:
1. To comply with the regulations governing the operation of premises and to perform its contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
  2. To store all apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of the work or the Authority's use of the facilities.
  3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
  4. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
  5. Vehicle parking shall be permitted in designated areas as approved by the Operations Department.

**VI. Method of Payment:**

Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice. The Authority reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modification thereto. Invoices, with supporting documentation including a copy of the Contractor's paid invoices for materials, are to be received within 30 days from date services were rendered. The Contractor will be paid on the basis of invoices submitted. All invoices shall be sent via email to [account.payable@rmtaonline.org](mailto:account.payable@rmtaonline.org).

- VII. Bid Evaluation Procedures:** The lowest responsible bid(s) will be determined by multiplying the estimated usage of each category of the Pricing Schedule times the bid labor rates to arrive at a grand total.

**NOTE: THE BIDDER IS NOT TO FILL IN THESE BLANKS. THIS EXAMPLE IS ONLY INTENDED TO SHOW THE PROCEDURE TO BE USED. Please note, estimated usage shown is specific to the example and not the proposal calculation.**

Category	Estimated Usage		Labor Hour Rate Cost	Total
Lead Handy Man/Supervisor Normal Hours	20	x	=	
Lead Handyman/Supervisor Emergency After Hours	20	x	=	
Handyman Normal Hours	20	x	=	
Handyman Emergency After Hours	20	x	=	
Apprentice/ Helper Normal Hours	20	x	=	
Apprentice/Helper Emergency After Hours	20	x	=	
			Grand Total	= _____

Parts and materials shall be billed at Contractor's actual invoiced cost + 10% markup.

**VIII. Submissions:** The Contractor shall supply the following documentation with its bid. Failure to provide required information will render a bid **non-responsive**. The Authority reserves the right to obtain technical data and to request clarification when deemed necessary.

1. Page One of this solicitation to include signature and vendor information
2. Pricing Schedule with labor hourly rates, page 11
3. Contractor Data Sheet (Attachment B), with at least five (5) years experience, listing four (4) references

**IX. Attachments:**

- A. General Terms & Conditions
- B. Contractor Data Sheet
- C. Contract
- D. Facilities Map

**X. Pricing Schedule: BIDDER TO COMPLETE.**

The Bidder agrees to provide services in compliance with the Scope of Work and Terms and Conditions of this Invitation for Bid at firm hourly rates for each type of worker as follows: **Failure to complete any of the hourly rates listed below will be cause for rejection of bid (via a nonresponsive determination). Any bidder who enters \$0 on a pricing blank or leaves it blank shall be considered non-responsive. If labor category doesn't apply put N/A.**

	<u>Category</u>	<u>Rate</u>
1.	(a) Supervisor/Lead Handy Man Normal Hours	\$ _____ /hour
	(b) Supervisor/Lead Handyman Emergency After Hours	\$ _____ /hour
2.	(a) Handy Man Normal Hours	\$ _____ /hour
	(b) Handyman Emergency After Hours	\$ _____ /hour
3.	(a) Apprentice/Helper Normal Hours	\$ _____ /hour
	(c) Apprentice/Helper Emergency After Hours	\$ _____ /hour

Parts and materials shall be billed at Contractor's actual invoiced cost + 10% markup.

## **ATTACHMENT A**

- 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 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 at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under “Manuals.”
- 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 and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, bidders/offerors certify to the Authority 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*. 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 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*, §2.2-4343.1 E).

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, 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 these requirements.
  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/proposals, bidders/offerors

certify that their bids/proposals are made without collusion or fraud and that they have not

offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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: By submitting their bids/proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. CLARIFICATION OF TERMS: If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror 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.

G. PAYMENT:

1. Prime Contractor:

- a. 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.
- b. 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 the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- c. 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Authority will promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. 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*, §2.2-43 63).

2. Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Authority for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- ii. 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 Authority, except for amounts withheld as stated in (2) above. The date of mailing of any payment by US 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 Authority.
- H. PRECEDENCE OF TERMS: Paragraphs A-G of these General Terms and Conditions 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.
- I. QUALIFICATIONS OF BIDDERS/OFFERORS: The Authority may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Authority further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Authority that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- J. TESTING AND INSPECTION: The Authority reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- K. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Authority.
- L. 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 scope of the contract. An 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 Authority 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. The contractor will be compensated for any additional costs incurred as the result of such order and shall give the Authority 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 Authority'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 Authority with all vouchers and records of expenses incurred and savings realized. The Authority 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 Authority within thirty (30) days from the date of receipt of the written order from the Authority. 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 provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Authority or with the performance of the contract generally.
- M. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, after due oral or written notice, may procure them 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 Authority may have.
- N. TAXES: Sales to the Authority are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Authority's tax exemption registration number is 54-0804452.
- O. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors 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 equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror 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 Authority 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/offeror clearly indicates in its bid/proposal that the



product offered is an equal product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

- P. TRANSPORTATION AND PACKAGING: By submitting their bids/proposals, all bidders/offerors 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.
- Q. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror 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 or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. In addition, the Contractor shall present an insurance certificate showing the Richmond Metropolitan Transportation Authority named as an additional insured for the Commercial General Liability and Excess/Umbrella Liability coverage.

Worker's Compensation

Statutory Virginia Limits

Employer's Liability: \$100,000 for each Accident by employee

\$100,000 for each Disease by employee

\$500,000 policy limit by Disease

Commercial General Liability – Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability Products/Completed Operations and Garagekeeper's Liability

\$1,000,000 Personal and Advertising injury

\$100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

- R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the Authority will publicly post such notice.

- S. DRUG-FREE WORKPLACE: 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 in accordance with this chapter, 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.

- T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror 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

**ATTACHMENT B**

**CONTRACTOR DATA SHEET  
To Be Completed By Contractor**

1. **QUALIFICATION OF CONTRACTOR:** The Contractor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

Licensed Virginia Contractor No. \_\_\_\_\_ Class \_\_\_\_\_

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_ years \_\_\_\_\_ months.

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references, either commercial or governmental, for whom you have provided this type of service. Include the date service was furnished and the name and contact information of the person the Authority has your permission to contact.

<u>CLIENT</u>	<u>ADDRESS</u>	<u>PERSON TO CONTACT</u> <u>EMAIL ADDRESS</u> <u>PHONE NUMBER</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

**ATTACHMENT C**

**RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY**

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**CONTRACT NO. HANDY 2024**

*Handy Man Services on As Needed Basis*

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**AGREEMENT**

**THIS AGREEMENT** (“Agreement” or “Contract”), made this \_\_\_\_ day of April, 2024, between the Richmond Metropolitan Transportation Authority, a political subdivision of the Commonwealth of Virginia (the “Authority” or “RMA”), with its principal business office at 901 East Byrd Street, Suite 1120, Richmond, Virginia, 23219, and \_\_\_\_\_, a Virginia [corporation] [limited liability company] (the “Contractor”), with its principal business office at \_\_\_\_\_, Richmond, Virginia, \_\_\_\_\_.

**WHEREAS**, the Authority issued its Invitation for Bid in February (the “IFB”), for the provision of certain On-Call Handy Man Services on an as-needed basis;

**WHEREAS**, the Contractor has submitted its bid (the “Contractor’s Bid”) in response thereto; and

**WHEREAS**, the Authority has determined that the Contractor’s Bid best serves the Authority’s interests;

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Authority and the Contractor hereby agree as follows:

1. The Contractor shall provide certain repair services, on an as-needed basis, pursuant to the terms and conditions of this Contract. In connection therewith, the Contractor shall do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, in the manner and to the full extent as set forth in the Contract Documents (as defined herein) and other documents related thereto which are on file at the office of the Authority, and to the satisfaction of the Richmond Metropolitan Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

2. This Contract includes:

**ATTACHMENT C**

- a. this executed Contract document;
- b. the Authority’s IFB (which shall be attached as Exhibit A hereto and which is hereby incorporated by reference into this Contract as fully as if set forth below, along with all contracts, instruments, references and other matters referred to or incorporated in the IFB); and
- c. the Contractor’s Bid (consisting of the Contractor’s Bid Submission Forms, which shall be attached as Exhibit B hereto and which is hereby incorporated by reference into this Contract as fully as if set forth below).

The foregoing are collectively referred to as the “Contract Documents.”

3. In the event of a conflict among the terms of the Contract Documents, the order of prevailing precedence (a – highest order to c – lowest order of precedence) among the Contract Documents shall be as follows:

- a. This Contract;
- b. The IFB; and
- c. The Contractor’s Bid dated March 26, 2024

4. This Contract is awarded on the basis of the hourly rates submitted in the Contractor’s Bid of:

	<u>Category</u>	<u>Rate</u>
1.	(a) Supervisor/Lead Handy Man Normal Hours	\$ _____ /hour
	(c) Supervisor/Lead Handyman Emergency After Hours	\$ _____ /hour
2.	(a) Handy Man Normal Hours	\$ _____ /hour
	(d) Handyman Emergency After Hours	\$ _____ /hour
3.	(a) Apprentice/Helper Normal Hours	\$ _____ /hour
	(e) Apprentice/Helper	

## ATTACHMENT C

Emergency After Hours \$ \_\_\_\_\_ /hour

The Authority agrees to pay the Contractor for approved and authorized work performed at the unit price bid. The foregoing rates may be increased effect as of each anniversary of the contract acceptance date at a rate not to exceed the CPI-U (South Urban) as stated for the prior 12 months by the Federal Bureau of Labor and Statistics.

5. During the performance of this Contract, the Contractor agrees as follows:

a. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

b. It agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

c. It, in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

e. To the extent that the Contractor enters into any subcontract or purchase order over Ten Thousand Dollars (\$10,000.00), the provisions of (a), (b) and (c) above shall be binding on each subcontractor or vendor.

f. It will (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. The term a "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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 this Contract.

6. Contractor acknowledges and agrees that this Contract contemplates work for the Authority on an as-needed basis, and the Authority does not guarantee or warrant any volume or amount of work hereunder. Further, the Contractor is not the exclusive provider of these services to

**ATTACHMENT C**

the Authority, and Contractor acknowledges that other firms or entities may also provide work for the Authority for similar work as is performed under this Contract.

7. The term of this Contract shall commence on the date hereof and shall terminate, subject to earlier termination as provided in the Contract Documents, on June 30, 2027, subject to the right of the Authority in its sole discretion to extend the term of this Contract for up to three one-year renewal periods. The Authority will endeavor to provide notice of renewal thirty (30) days prior to expiration of the then-remaining term.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement the day and year written above.

**RICHMOND METROPOLITAN  
TRANSPORTATION AUTHORITY**, a  
political subdivision of the Commonwealth of  
Virginia

By: \_\_\_\_\_  
Joi Dean, RMTA CEO

\_\_\_\_\_, a Virginia  
[corporation] [limited liability company]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_





**ATTACHMENT D**

**Powhite South**



# ATTACHMENT D

## Powhite North



# ATTACHMENT D

## DTE - Downtown Expressway



# ATTACHMENT D

## Boulevard Bridge

