

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY

RICHMOND EXPRESSWAY SYSTEM

CONTRACT NO. FAMS-2018

ADDENDUM NO. 2

March 30, 2018

DESCRIPTION

The attached pages are issued to amend, and become part of the Contract Documents.

Contractor shall acknowledge receipt of this Addendum on the Receipt of Addenda form (Contract Page RA-1). Failure to complete and include the RA-1 form in the bid package may cause bid to be found irregular.

There is no change in the date that bids are due, and no change in the contract completion date from the dates contained in the Invitation to Bid.

Questions Received by RMTA

The RMTA offers the following answers to questions formally received from potential bidders prior to the March 23, 2018 deadline:

1. The Department is requiring a 5-year initial bond and then 3 one-year options. Will the Department accept annual bonds for the first 5 years?

Yes, annual bonds will be accepted based on the annual cost of the contract and must be renewed no later than 90 days prior to June 30 of each subsequent contract year.

2. Bids must be sealed, with commodity, bid number and receipt date and time shown on face of the envelope, including any special delivery envelopes – can we place each of the separately sealed envelopes in one sealed package for submittal with the specified information?

Answer – Yes.

3. The bid price shall be submitted in a separate sealed envelope marked “Bid Price” – is the RMTA requesting a single copy of the bid price, please confirm?

Answer – Yes.

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4. Does the Bid Price only contain the Contractors Bid Price Sheet – IFB RMTA FAMS – 2018 – Page 1 (consisting of points A, B, C and D; covering 2 sheets of paper)?

Answer – Yes.

5. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: “Redacted”. Do we include the guide to what is redacted as a table at the beginning of that specific copy or do we provide attachment 24 to address this information?

Answer – Attachment 24 is intended to serve this purpose and may be placed at the beginning of the Redacted Copy.

6. Bidders are required to submit a copy of the complete IFB and any signed addendum(s) as issued by the Authority within the technical proposal. – do we include the entire IFB package as an appendix and provide it with the Original, Copy and electronic submission?

Answer – Yes.

7. IFB section 10.1.2.3 states “It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the IFB and tab the proposal.” IFB Section 10.5 provides sections 10.5.1 through 10.5.6, but does not provide any “subletter” references. Should the proposer assign subletters to each item within the numbered paragraph?

Answer – No, this is not necessary.

8. IFB section 10.1.2.3 states “If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page.” With this approach is it safe to assume that RMTA would like to see every paragraph number as a separate section identified with its number in the header of the page?

Answer – The intent is for the Bidder to clearly indicate the IFB requirements to which a specific paragraph is referring or explaining. It is up to the Bidder to make sure their response is clearly organized and communicates this information.

9. IFB section 10.6.1 requires Bidders to have an average score of 75 points or higher overall in the evaluation criteria, and score no less than 75 in any one individual evaluation criterion. If the Bidder does “not meet” both technical evaluation criteria, they will be deemed “not acceptable”. The differences in points per criterion range from “Third Party Damage, Accounts Receivable Claims Process and Reporting, Tort/Damage Claims” being assigned 5 points, to “Maintenance Operation Plan” being assigned 35 points. Meeting the requirement of a minimum of 75 all criteria, means in the “Third Party Damage, Accounts Receivable

Claims Process and Reporting, Tort/Damage Claims” section, all Bidders must score greater than 3.75 points to exceed a 75%.

- a. How is the Authority determining the assignment/deduction of scores and how is it equating it across the various criteria?
- b. Will the Authority remove the requirement to meet a minimum of 75 in all sections from the IFB?

Answer – The RMTA will evaluate each Technical Proposal using the process and criteria weighting outlined in the IFB.

10. Small Business Subcontracting Plan – there is no information provided on what RMTA would like to see for a SB subcontracting Plan or what the goals of RMTA are the need to be achieved – can you please provide additional guidance on this requirement?

Answer – As discussed at the Pre-Bid Meeting, the RMTA has no Small Business Subcontracting goals which need to be achieved for this contract. However, bidders are encouraged to utilize qualified SWaM businesses. Please remove the reference to the “Small Business Subcontracting Plan” found on Page 60 of the IFB.

11. Is the SB Subcontracting Plan – part of the 120 page limit?

Answer – This is no longer required. See answer to Question 10.

12. At the pre-bid meeting, there was extensive discussions regarding Contractor responsibilities for overpass bridge decks, patching, graffiti cleaning, and snow removal over the RMTA right of way. Will the Authority confirm who is responsible for such overpass assets and maintenance responsibilities?

Answer – Responsibilities are outlined in detail for each asset item within Attachment 3.

13. Will the Authority please clarify if the Contractor will be responsible for cleaning of drainage pipes and drainage systems, even though they are not specifically mentioned?

Answer – The Contractor is responsible for cleaning and unplugging of any drainage pipe that causes ponding on bridge decks or roadway surface. The Contractor is also responsible for removing blockages from drop inlets and storm drains that is or could cause flooding or erosion that impacts the highway, structures, or adjacent property. These responsibilities are clearly outlined in detail for each asset item within Attachment 3.

14. ATTACHMENT 3 - Performance Criteria Part C, Snow and Ice Operations Services, "STANDBY RATE" states "standby" rates apply to the single axle and tandem or multi axle trucks. It does not mention, loaders, backhoes/skid steer loaders or supervisor trucks. Will the Authority confirm all equipment not mentioned under STANDBY RATES will be paid at full rate when mobilized?

Answer – No, all equipment listed will be paid for at STANDBY RATES when the circumstance calls for STANDBY RATES.

15. Please confirm the Authority assets are within an MS-4 area and provide the specific permit(s) and requirement(s).

Answer – to the best of the Authority's knowledge the RMTA System is exempt from MS-4 requirements.

16. Please confirm when the Contractor removes water from the salt pad drainage system during drain cleaning, the Contractor will have to haul it off site for disposal.

Answer – Yes.

17. Please provide a copy of the snow truck routes that were mentioned during the pre-bid as being provided by VDOT, including specific tracts the snow trucks use to perform the removal operations.

Answer – No existing routes used by VDOT were mentioned during the Pre-Bid. It is up to the Bidder to determine the routes used to perform snow and ice removal operations and should be developed as part of the Snow and Ice Control Plan.

18. Please provide a copy of the maintenance limit maps discussed during the pre-bid meeting.

Answer – No maintenance limit maps other than the RMTA System Map distributed at the Pre-Bid was mentioned or will be provided.

19. Per the pre-bid meeting, please confirm Response Times under Emergency/Incident Response Services apply only to roadway incidents and do not apply to incidents at Toll Plazas.

Answer – The Contractor is responsible to respond to all RMTA requests for Emergency/Incident Response Services per the response times detailed in the IFB.

20. Per the IFB, the Contractor is not responsible for Toll Plazas. Per the pre-bid meeting, please confirm how the contractor will be reimbursed for incident assistance at Plazas when Contractor provides incident response, traffic services, maintenance of traffic (MOT) or other services at Plazas.

Answer – For Emergency/Incident response services performed, the Contract shall pursue claims against any responsible party for reimbursement of actual expenses incurred per Section 4.6.4 titled “Third Party Claims”.

21. Per the pre-bid meeting, lane closure and response time requirements currently are in conflict. Attachment 4 – Traffic Control Restrictions require 7 days’ notice before closing any lane, ramp or bridge. Attachment 3 – Performance Criteria has various “Timeliness Requirement(s)” that could require a lane, ramp or bridge closure to perform the work. Please revise or clarify how the Contractor will meet both requirements, without incurring a Lane Closure and MOT Violation, Timeliness Deductions for Contract Non-Performance or any other deduction/liquidated damages.

Answer – The Authority recognizes this conflict and will work with the selected Bidder to establish standard MOT lane closures which can be used throughout the RMTA System for Emergency/Incident response. Almost all other Timeliness Requirements are seven (7) days and are workable with the required seven (7) day advanced notice. Per IFB Section 6.1 the Authority will fairly evaluate the circumstances surrounding where conflicts exist and waive deductions which may result.

22. At the pre-bid meeting, it was stated that the 50% deduction cap only limits the deductions in a single month, with any excess deductions exceeding the 50% monthly cap rolling over to the next month. Section 6.5.1 – Contract Deduction Cap is not clear on this point. Will the Authority please clarify the specific section of the IFB where this language can be found?

Answer – If monthly timeliness deductions exceed 50% of monthly Contract invoice amount the remainder will be assessed the following month.

23. At the pre-bid meeting, the award date and contract execution dates were discussed, but not defined. Will the Authority please provide specific dates for award and contract execution?

Answer – The award and NTP for the contract are anticipated as follows:

Notice of Intent to Award: April 30, 2018
NTP: July 01, 2018

24. Is the 250 hours for snow removal a minimum price or will it be paid per hour? (Attachment 3)

Answer – Snow and Ice Removal Services will be paid for by the hour as detailed within the IFB. The 250 hours was included as a representative estimate of hours for bid comparison purposes only. There is no guaranteed minimum.

25. Is RMTA providing all de-icing material? What is the material for de-icing? (Attachment 3)

Answer – Yes. Material for pre-treatment will be dependent upon availability of materials on the state contract.

26. Is road striping included in the scope of work? (page 18 of Scope of Services)

Answer – No.

27. Is graffiti removal included in the scope of work? If so, is it specific only to the assets maintained under this contract? (page 71 of Attachment 2)

Answer – Yes, graffiti removal is included per the detail presented within Attachment 3. Graffiti removal applies to all RMTA owned assets.

28. Is bridge lighting included in the scope of work and if so, at which location(s)? Please provide a quantity and type of lights (page 72-73 of Attachment 2)

Answer – Yes. Quantity and type are unknown.

29. Please provide the engineers estimate for this contract (not included)

Answer – No.

30. Should the 25k annual mobilization be included in our lump sum, or is this a separate contract line item to be added at initiation? (Attachment 3)

Answer – This is a sperate contract item which will be added at initiation.

31. Will Loaders, graders and supervisor also be paid a standby rate as they are required to be ready for operations the same as the plows and trucks? (Attachment 3)

Answer – All equipment listed will be paid for at STANDBY RATES when the circumstance calls for STANDBY RATES.

32. Please provide the current detour plans, road closure plans and crash statistics (not included).

Answer – The RMTA will provide previously approved lane closure plans and other applicable MOT information to the successful Contractor. The RMTA does not formally maintain crash statistics for the RMTA system. Crash information/data can be obtained from several publicly available resources such as TREDIS which is available at:

(www.treds.virginia.gov/mapping/map/CrashesByJurisdiction).

33. How are tolls handled with snow plowing trucks on the eastbound direction of the Downtown Expressway? Are there currently any plans to allow snow trucks a dedicated toll lane? How will toll costs be paid? (not included)

Answer – Snow plows will be required to proceed through the Toll Plaza. There are no plans to allow plows a dedicated toll lane. The Contractor is required to pay all tolls utilizing E-ZPass electronic transponders per IFB Section 9.1.2.

34. Does the RMTA have office space available for us to use/look at? Will the RMTA permit use of their facilities for parking our vehicles, etc.? (not included)

Answer – Yes. Office space is available for inspection. The RMTA will also allow Contractor vehicles to be parked at this facility if the Contractor chooses to use the facility and executes Attachment 17 – License Agreement.