

PART I
SCHEDULE

SECTION	TITLE
A	Purpose/Background
B	Special Terms and Conditions
C	Invoicing
D	Bond Requirements
E	Insurance Coverage Requirements



SECTION A

PURPOSE/BACKGROUND

A.1 PURPOSE

- A. The purpose of this Request for Proposals (RFP) is to establish a Contract with a qualified and experienced Contractor to design, purchase and install twenty (20) security cameras at a five-level parking garage in the City of Manassas to deter criminal activities, such as vandalism, loitering and theft. The security cameras shall be positioned on the interior and exterior of the facility and shall be accessed locally and remotely by authorized personnel. The network shall be configured with both LAN and WAN connections for optimal recording and remote access of video feed and shall be integrated with VRE's existing security camera system controlled by Indigo Vision software.
- B. The Contractor shall comply with the General Terms and Conditions included in **ATTACHMENT P.1** of this solicitation.

A.2 BACKGROUND

- A. The Virginia Railway Express (VRE) operates commuter rail service to the District of Columbia from Northern Virginia. The Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC) are the transportation districts established under Virginia law that jointly own and operate this service.
- B. VRE began operations in 1992 and carries an average of 16,000 daily passengers. In addition, growth and service changes have added many new facilities and infrastructure enhancements to VRE's program of projects. VRE is committed to continued infrastructure and operational improvements, as the future growth of VRE will depend upon service reliability and the ability to expand to accommodate additional passengers.



SECTION B

SPECIAL TERMS AND CONDITIONS

B.1 TYPE OF CONTRACT

This is a firm-fixed price Contract.

B.2 CONTRACT COMPLETION (BENEFICIAL USE)

Within **sixty (60)** calendar days from the “Notice-To-Proceed” date, the Contractor shall provide to VRE, beneficial use of all phases of the project as specified by this Contract. All systems must be in full operation before the Contract is considered complete.

B.3 CONFORMITY WITH SCOPE OF WORK/SPECIFICATIONS

All deviations from the scope of work (**ATTACHMENT P.2**), site plans (**ATTACHMENT P.3**), and/or specifications shall be authorized in writing by VRE.

B.4 NEW MATERIALS

The Contractor shall furnish all materials required to produce the work in accordance with the Contract documents, and said materials shall meet the requirements of the plans or specifications for the kind of applications involving their use. Only quality materials, which are generally accepted in the industry and conform to the requirements of the plans or specifications shall be used in the work.

B.5 USE OF SITE

The Contractor shall confine work to the areas specified and not unreasonably impact the site with materials or equipment. Traffic activity in the garage is heavy from Monday to Friday during the following hours: 4:30 A.M. to 8:00 A.M., 2:15 P.M. to 3:00 P.M. and 4:30 P.M. to 8:00 P.M. The Contractor shall keep the site free from accumulation of waste materials. When the project is complete, the Contractor must remove from and about the project



site, waste materials, tools, construction equipment, machinery and surplus materials and clean the site. If a dispute arises regarding maintenance or clean-up of the premises, VRE may maintain and clean the site and assess actual damages to the Contractor. The Contractor must remain aware that the areas of work are active rail lines. Extreme caution and safety must be exercised at all times. At no time shall the Contractor obscure, block, or place objects across or on the rail.

B.6 STORAGE OF MATERIALS

All materials intended for use on this project shall be marked and stored by the Contractor so as to be readily identified and shall be adequately protected during handling and storage.

B.7 CONTRACTOR'S MATERIAL QUALIFICATION

It is the responsibility of the Contractor to furnish a completed project. The Contractor shall be fully responsible for the satisfactory completion of work required by the Contract Documents whether performed by the Contractor or its Subcontractors.

B.8 LIQUIDATED DAMAGES

- A. It is hereby understood and agreed by the Contractor that time is of the essence for the completion of this Contract. In the event of failure to comply with any of the stipulated time period(s) established under Section B.2 Contract Completion (Beneficial Use), VRE is authorized to assess liquidated damages in the sum of **One Hundred Dollars (\$100) per day** for each and every calendar day of delay beyond the time specified. These damages are not intended as a penalty, but rather as a fair and reasonable measure of loss or delay to VRE. Upon receipt of a written request and justification for an extension from the Contractor, VRE may extend the time for performance of the Contract at the VRE's sole discretion.
- B. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire Contract, nor shall the payment of such liquidated damages constitute a waiver of the VRE's right to collect any additional damages which may be sustained by failure of the Contractor to carry out the terms of the Contract, it being the intent of the parties that said liquidated damages be full and complete payment only for failure for the Contractor to complete the work on time.



B.9 SUPERINTENDENCE BY CONTRACTOR

- A. The Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent, and necessary assistants, satisfactory to VRE. The Contractor shall, at all times, enforce strict discipline and order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.
- B. VRE reserves the right to suspend the work until a competent attendant, foreman, or supervisor satisfactory to VRE is assigned to the project, and this Section is being complied with in all respects. The Contract time shall not be extended for such suspension nor shall the Contractor be entitled to any additional payment of any kind whatsoever as a result of such suspended work.
- C. Written communications given by VRE or its authorized designee to the foreman or superintendent shall be binding.

B.10 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall be responsible for completely supervising and directing the work under this Contract and all Subcontractors that it may utilize, using adequate skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor.
- B. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.
- C. While on the job site, persons employed by the Contractor shall be able to read, write, speak and understand the English language.
- D. The Contractor shall coordinate his work with VRE's ongoing operations and other construction activities performed by VRE or other Contractors.



B.11 SUBCONTRACTING

- A. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall identify in the proposal/bid, the names, qualifications and experience of the proposed Subcontractors.
- B. No portion of the work shall be subcontracted without prior written consent of VRE, and any Subcontractors must be identified as per paragraph A. above.
- C. The Contractor shall submit to VRE for approval and attachment to this Contract, a list of Subcontractors and their required signed certifications/contracts and contact information. During the period of performance, the Contractor shall not substitute Subcontractors and/or key personnel without the written approval of VRE. The Contractor shall notify VRE within five (5) calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new Subcontractor or assigned division information and other information as requested.
- D. Proposed substitutions must have comparable qualifications and experience to those being replaced. VRE will notify the Contractor within ten (10) calendar days after the receipt of all required information if this change is approved and VRE and the Contractor shall subsequently amend the required Contract documents.
- E. VRE reserves the right to request from the Contractor during the solicitation process and any time during Contract performance, additional information about a Subcontractor proposed by the Contractor, that VRE deems necessary to evaluate the qualifications of the Subcontractor.
- F. The Contractor shall, however, remain fully liable and responsible for the work to be done by his Subcontractor(s) and shall assure compliance with all requirements of the Contract.

B.12 LITIGATION AND NOTIFICATION

The Contractor shall notify the VRE Contract Administration Manager if any of the following occur:

- A. The Contractor or any of the Subcontractors are served with notice of violation of any law, regulation, permit or license which relates to this Contract;



- B. Proceedings are commenced which could lead to revocation of related permits or licenses;
- C. Permits, licenses or other Government authorizations relating to this Contract are revoked;
- D. Litigation is commenced which would affect this Contract; and
- E. The Contractor or any of the Subcontractors become aware that their equipment or facilities or actions are not in compliance or may fail to comply in the future with applicable laws or regulations.

B.13 SUBSTITUTIONS

- A. The Contract is based on the materials, equipment and methods described in the Contract documents that will allow for compliance to all Federal, State, and Local rules and regulations. No substitutions or cancellations shall be permitted after award without the written approval of VRE. The VRE will consider requests for substitutions of materials, equipment and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.
- B. The Contractor shall not substitute materials, equipment or methods unless VRE has specifically approved such substitutions in writing. Substitutions, if approved, shall be without any additional compensation from VRE, unless approved otherwise.

B.14 WARRANTY OF MATERIALS AND WORKMANSHIP

- A. The Contractor warrants that all workmanship shall be of standard industry practice and quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.
- B. Work not conforming to these warranties shall be considered defective.
- C. This warranty of workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this Contract.



B.15 WARRANTY

- A. The Contractor shall guarantee the work and materials covered by this Contract to be free of defective workmanship and material for one (1) year from the date of acceptance. The Contractor, at no expense to VRE, shall correct all defects covered by the guarantee.
- B. If any portion of the work performed, or materials thereof, furnished by the Contractor prove to be defective within one (1) year from the date of acceptance, the Contractor will be notified by VRE. Upon receipt of such notification, the Contractor shall immediately furnish VRE with a corrective action plan.
- C. The Contractor shall, within ten (10) working days from notification of warranty claim, deliver and install repaired and/or replacement parts and complete warranted work. Prior authorization from VRE is required for completion exceeding ten (10) working days.
- D. Any material or labor applied by the Contractor to correct warranted defects to the affected equipment or associated controls shall be warranted for the remaining portion of the warranty or twelve (12) months, whichever is longer.
- E. The Contractor shall supply a failure analysis for any warranty failure, unless the requirement is waived in writing by VRE. It is not acceptable to avoid the warranty failures by changing components at routine maintenance.

B.16 WORK SITE DAMAGES

Any damage resulting to VRE or Railroad property, existing utilities, or finished surfaces from the performance of this Contract shall be repaired to the satisfaction of VRE at the Contractor's expense.

B.17 DELAYS

When delay occurs due to reasonable causes beyond the control of the Contractor, including but not limited to acts of God, acts of government or any governmental agency, war or war conditions, riot or civil conditions, sabotage, strikes, lockouts, accident, fire, flood, typhoons, hurricanes, explosion, damage to equipment, or facilities, the time for performance and completion of work may be adjusted and extended as required to accommodate those delays and their effect. Upon written receipt of a



request and justification for an extension from the Contractor, the VRE Contracting Officer may extend the time for performance of the Contract or delivery of work herein specified at the VRE Contracting Officer's sole discretion. The Contractor shall use reasonable diligence to remove or overcome any such causes as expeditiously as possible.

B.18 REGULATORY COMPLIANCE WITH LAWS AND PERMITS

The Contractor agrees it shall comply with all applicable Federal, State and Local regulations.



SECTION C

INVOICING

C.1 GENERAL REQUIREMENTS

- A. Invoices for services/goods ordered, delivered, and accepted shall be submitted monthly by the Contractor directly to the payment address shown below:

Attn: Accounts Payable
Virginia Railway Express
1500 King Street, Suite 202
Alexandria, VA 22314-2730

- B. Invoices at a minimum shall contain the following information:

1. Name, address and telephone number of Contractor;
2. VRE Contract number;
3. Invoice number;
4. Date work performed and period of invoice;
5. Description of work performed;
6. Total invoice amount;
7. Total cumulative amounts invoiced; and
8. Contractor's signature.

- C. The following documents shall be attached to each invoice:

1. Subcontractors' invoice;
2. Personnel: names, titles, hours, billing rates; and
3. Details of reimbursable expenses

- D. If invoices fail to satisfy the above criteria, they will not be processed for payment and will result in the invoice being returned to the Contractor for correction.



SECTION D

BOND REQUIREMENTS

D.1 PERFORMANCE AND PAYMENT BONDS

- A. The Contractor who is selected to enter into a written Contract with VRE shall furnish both a Performance Bond and Payment Bond or Irrevocable Letters of Credit.
- B. The Contractor shall deliver to VRE within ten (10) calendar days of the notification of award a duly executed Performance and Payment Bond or Irrevocable Letters of Credit payable to the “Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission, together known as the Virginia Railway Express.”
- C. The **Performance Bond** shall be in the amount equal to one hundred percent (100%) of the Contract as guarantee to the faithful performance of the Contract.
- D. The **Payment Bond** shall be in the amount of the value of subcontracted work as guarantee for the payment to all persons who have and fulfill contracts, which are directly with the Contractor.
- E. The Sureties of all bonds shall be of such surety company or companies as are approved by Virginia and are authorized to transact business in the Commonwealth of Virginia. No Contract shall be deemed to be in effect until the bonds have been approved by VRE.
- F. The Contractor shall provide appropriate bond forms prior to or at the time of Contract award to VRE for review and approval. The Contractor may use the American Institute of Architects (AIA) bond forms or a format that is substantively similar.
- G. VRE may require additional bond protection when a Contract price is increased.
- H. A copy of the revised bonds shall be provided by the Contractor to VRE. The Contractor shall execute change orders with the consent of the surety or sureties on the Performance and Payment Bonds unless otherwise directed by the sureties.



SECTION E

INSURANCE COVERAGE REQUIREMENTS

E.1 GENERAL REQUIREMENTS

- A. By signing and submitting an offer, the Contractor certifies that if awarded the Contract, it will have the insurance coverage identified and described in **SECTION O.1 - INSURANCE COVERAGE REQUIREMENTS** at the time of Contract award.
- B. The Contractor further certifies that the Contractor and any Subcontractors will maintain the insurance coverage specified herein during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia. The Contractor's insurance shall be primary to all other coverage VRE may possess.
- C. Proof of compliance with these insurance requirements shall be furnished to VRE in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) calendar days of notice of award of Contract and before any work under the resultant Contract will be allowed to commence.
- D. Failure to provide the Certificate(s) when required may be cause for VRE to award a Contract to the next responsible and responsive Contractor. However, in no event shall work be performed until the required Certificates of Insurance have been furnished and approved by VRE.
- E. All insurance must be raised to an amount approved by VRE as change orders are made to the Contract.

