



Invitation For Bid

114654

Dead Animal Removal & Disposal Service *Culpeper District – Warrenton Residency*

“Set-Aside for Small Businesses”

Closing Date and Opening Time **09/1/11 @ 10:00 AM**

***OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held for this solicitation on **Tuesday, August 23, 2011, at 10:00 a.m.** at VDOT – Warrenton Residency, 457 E. Shirley Avenue, Warrenton, VA 20186.

Contract Officer
Rosalie Alther- VCO
Phone (540) 829-7672 Fax (540) 829-7446
Email: Rosalie.Alther@VDOT.Virginia.gov
VDOT – Culpeper District
Procurement Section
1601 Orange Road
Culpeper, VA 22701

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 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.

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Commonwealth of Virginia
Department of Transportation
Invitation For Bids/RFQ/Request For Proposals

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**HAND DELIVER BIDS/OFFERS TO
(FEDX,UPS,etc):**

VDOT Culpeper District
1601 Orange Road
Culpeper, VA 22701

MAIL BIDS/OFFERS TO:

VDOT Culpeper District
1601 Orange Road
Culpeper, VA 22701

Date 08/09/2011
RFQ#/IFB# 0000114654
Opening Date 09/01/2011
Opening Time Eastern Time 10:00AM
Type IFB Sealed
PreBid Conf Pre-Bidders Conference

It is the Bidders/Offers responsibility to ensure that bids/offers in response to this Invitation for Bids/RFQ/Request for Proposals are received at the above address (the address for "HAND DELIVER BIDS/OFFERS TO:") prior to the due date and hour shown. If the Bidder/Officer elects to use a private express courier for the delivery of their response to this Invitation for Bids/Request for Proposals, it is the Bidders/Offers responsibility to ensure their bids/offers in response are delivered to the "HAND DELIVER BIDS/OFFERS TO:" address. Bids/Offers must be sealed, with IFB/RFQ/RFP number and opening date shown on the face of the envelope, including any special delivery envelopes. Sealed Bids will be publicly opened and read at that time. Address all questions and inquiries to Rosalie S. Alther at 540/829-7672.

INSTRUCTIONS TO BIDDERS/OFFERORS

1. **RESPONSE:** A "NO BID" response IS required to maintain an active status on our vendors list.
2. **FACSIMILE BiD:** SEALED BIDS will be accepted in a sealed envelope only. A sealed bid may be faxed to a local vendor's agent, placed in a sealed envelope and delivered to the hand delivery address prior to opening. FACSIMILE UNSEALED BIDS will be accepted; unsealed bids are not required to be in sealed envelopes.
3. **PRICE CHANGES:** Bids with price changes that have not been initialed will be rejected.
4. **PRICING:** In mathematical extension errors, unit price governs.
5. **AWARD RESULTS:** Award results will be posted for public inspection in a designated public area at the address listed above in HAND DELIVER BIDS/OFFERS TO and the eVA website. Award results will be mailed if SELF-ADDRESSED STAMPED ENVELOPE is supplied with bid. BUYING VOLUME PROHIBITS GIVING RESULTS BY PHONE.
6. **CANCELLATION/WITHDRAWAL:** VDOT may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319, Code of Virginia).
7. **BIDDER/OFFEROR REGISTRATION:** In order to receive an award, you must be a registered Bidder/Officer with VDOT and eVA.

If the above is an INVITATION FOR BID: In compliance with the above Invitation for Bid and subject to all terms and conditions, the undersigned offers and agrees to furnish the services/goods at the price set opposite each. If the above is a REQUEST FOR PROPOSAL: In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services/goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

I certify that I am authorized to sign this bid/offer for the Bidder/Officer. SEE ATTACHED GENERAL TERMS & CONDITIONS.

Company Name & Address

VDOT Bidder/Officer:

Telephone:
FAX Number:

Extension:
email address:

Date _____

By _____

SIGNATURE IN INK

Name _____

Title _____

eVA Or DUNS Number: _____



Commonwealth of Virginia
Department of Transportation
Invitation For Bids/RFQ/Request For Proposals
RFQ# : 0000114654

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LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	9622501010	150.00	EA	REMOVAL AND DISPOSAL, DEAD ANIMALS DISPOSAL AND REMOVAL, DEAD ANIMALS		

Removal and disposal of animal carcasses from VDOT right-of-way in FAUQUIER COUNTY.

DELIVER TO

VDOT Warrenton Residency Office
457 East Shirley Ave
Warrenton, VA 20186

List your best Delivery _____ Days, if applicable

2	9622501010	150.00	EA	REMOVAL AND DISPOSAL, DEAD ANIMALS DISPOSAL AND REMOVAL, DEAD ANIMALS		
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Removal and disposal of animal carcasses from VDOT right-of-way in RAPPAHANNOCK COUNTY.

DELIVER TO

VDOT Warrenton Residency Office
457 East Shirley Ave
Warrenton, VA 20186

List your best Delivery _____ Days, if applicable

3	9622501010	150.00	EA	REMOVAL AND DISPOSAL, DEAD ANIMALS DISPOSAL AND REMOVAL, DEAD ANIMALS		
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Removal and disposal of animal carcasses from VDOT right-of-way in CULPEPER COUNTY.

DELIVER TO

VDOT Warrenton Residency Office
457 East Shirley Ave
Warrenton, VA 20186

List your best Delivery _____ Days, if applicable

4	9622501010	150.00	EA	REMOVAL AND DISPOSAL, DEAD ANIMALS DISPOSAL AND REMOVAL, DEAD ANIMALS		
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Removal and disposal of animal carcasses from VDOT right-of-way in MADISON COUNTY.



Commonwealth of Virginia
Department of Transportation
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DELIVER TO

VDOT Warrenton Residency Office
457 East Shirley Ave
Warrenton, VA 20186

List your best Delivery _____ Days, if applicable

5	9622501010	150.00	EA	REMOVAL AND DISPOSAL, DEAD ANIMALS DISPOSAL AND REMOVAL, DEAD ANIMALS		
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Removal and disposal of animal carcasses from VDOT right-of-way in ORANGE COUNTY.

DELIVER TO

VDOT Warrenton Residency Office
457 East Shirley Ave
Warrenton, VA 20186

List your best Delivery _____ Days, if applicable

Grand Total : \$ _____

This Invitation for Bid is a SMALL BUSINESS SET-ASIDE for Certified Small Businesses that currently hold certification from the Virginia Department of Minority Business Enterprises (DMBE). Solicitation responses from non-DMBE certified small businesses will be rejected.

I. PURPOSE

The Virginia Department of Transportation (herein referred to as "VDOT"), an agency of the Commonwealth of Virginia, is soliciting bids from interested firms, to provide on call dead animal removal and disposal services from VDOT right of Way areas located with the counties of Culpeper, Orange, Madison, Rappahannock and Fauquier on an on-call basis for the Warrenton Residency in the Culpeper District in accordance with this invitation for bid.

PERIOD OF CONTRACT: The initial period of the contract shall be for a one (1) year period with the start date of October 2, 2011 and with two (2) optional successive one (1) year renewal periods.

BIDDER RESTRICTION: This procurement is designated for Certified Small Business participation only. Certified small businesses are those businesses that hold current certifications from the Virginia Department of Minority Business Enterprises. <http://www.dmb.virginia.gov> DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Solicitation responses from non-DMBE certified small businesses will be rejected. Small businesses must be certified by DMBE not later than the solicitation due date.

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this Invitation for Bid shall be submitted in writing to Rosalie Alther at Rosalie.Alther@VDOT.Virginia.gov no later than three (3) business days prior to the closing date. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised.

III. GENERAL:

For the purpose of clarification, each firm receiving this Invitation for Bid (IFB) is referred to as a "Bidder" and the Bidder awarded the contract to supply the services is referred to as a "Contractor". Virginia Department of Transportation is referred to as "Department" or as "VDOT", and "Representative" refers to the VDOT Contract Administrator who will be administering the contract. This IFB is a Request for Quotes that 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 VDOT and the Contractor.

IV. SPECIFICATIONS/CONTRACT REQUIREMENTS:

- A. **SCOPE OF WORK:** The Contractor shall provide equipment, labor, supervision, tools, materials and traffic control necessary to remove and dispose of dead animal carcasses from the VDOT right of way on various routes on Primary and Secondary systems in Fauquier, Rappahannock, Culpeper, Orange & Madison Counties of the Warrenton Residency to a VDOT approved disposal location **within 24 hours after notification** from VDOT designated personnel. Disposal of the dead animals on the VDOT Right of Way will not be permitted at any time. Contractor shall be available to start work no later than October 2, 2011.
- B. **REMOVAL / DISPOSAL OF ANIMAL CARCASSES:** Animal carcasses shall be removed & from the right of way and disposed within 24 hour notification by VDOT. This contract is in effect 7 days per week. The Contractor is responsible to contract approved local landfills for disposal of animal carcasses and to pay all fees charged for disposal. The landfill disposal ticket shall be attached to the Contractor's invoice submitted to VDOT for payment and shall include number of carcasses disposed of as requested. Carcasses discovered not properly disposed of will result in loss of payment for that carcass and removal of such will be at the Contractor's sole expense.
- C. **TRAFFIC CONTROL:** The Contractor shall provide all traffic control equipment and personnel and display appropriate warning and traffic signs, including electronic arrows, an amber strobe and truck mounted attenuator in accordance with the most current edition of the *Virginia Work Area Protection Manual* and the latest edition of the *Manual on Uniform Traffic Control Device Standard (MUTCD)*.
- When performing work on limited access highways, the Contractor shall not utilize the crossovers to change travel direction. The contractor shall travel to the next exit and from that exit change directions.
- D. **COMMENCEMENT OF WORK:** The Contractor shall be capable of commencing work on October 2, 2011. The Contractor's official notification of scheduled work is the work order which outlines locations and estimated quantities. The Contractor will be advised by VDOT when and where to perform the work. Work Orders will be faxed to the Contractor by the AHQ or Residency as verification of the request. Unless mutually agreed, the Contractor shall remove all assigned dead animal carcasses from the VDOT's Right of Way within twenty-four (24) hours after receiving notification from VDOT designated personnel. Work orders will be faxed to the Contractor by the AHQ or Residency as verification of the request.
- E. **SUFFICIENT PERSONNEL & EQUIPMENT:** The Contractor shall provide sufficient personnel to complete the removal of carcasses within the contract time frame. The Contractor and the Contractor's employees shall wear approved protective clothing including hard hats, steel-toed shoes, and safety vest, and any other equipment required to meet OSHA and VOSH standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation. The Contractor shall carry a valid government issued picture identification card on them at all times when working on VDOT right of way or VDOT facilities or grounds.
- F. **CONTRACTORS VEHICLES:** 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 DMV and State and Federal regulations regarding the conditions and operations of the vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way.

The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit.

- G. **SIGNS:** The Contractor shall be responsible for furnishing and displaying appropriate warning and traffic signs. The Contractor shall erect and maintain signs in accordance with the *Virginia Work Area Protection Manual*.
- H. **COMMUNICATION:** The Contractor and any personnel working with the VDOT representative MUST speak and read English fluently and be able to communicate clearly.
- I. **CONTRACTOR'S SUPERVISOR:** The Contractor shall assign a Contractor's Representative / Supervisor and provide VDOT with the contact person's name, cell and / or telephone number and fax number who can be contacted 24 hours a day, 7 days a week for immediate contact and have authority to take immediate action to correct conditions determined by VDOT to be unsafe or otherwise non-compliant.
- J. **CELL PHONE / FAX MACHINE:** The Contractor shall at all times keep an operating cell phone and fax machine during the duration of the contract. The cell phone shall be capable of operating throughout the area covered by this contract. The Contractor must be able to communicate clearly in English with VDOT personnel at all times. No work orders will be mailed to the contractor. See attachment A.
- K. **AUTHORIZATION:** Animals not requested shall be confirmed by the AHQ in the area of responsibility and shall be approved by the Contract Administrator or designee prior to removal. This shall be followed by a fax from the AHQ. **Any animals removed without prior authorization will not be paid for and shall be the Contractor's sole responsibility.** In the event that the contractor is finds a dead animal on the state right of way, and the contractor does not have work order for that animal, the contractor shall call the responsible area headquarters and have the area headquarters approve the additional pickup.
- L. **LOG:** The Contractor shall maintain a detailed log showing call out for each Area Headquarters. A copy of the log shall be attached to each invoice. Log record information shall include the following:
- a. Date and Time of notification
 - b. VDOT person & Area Headquarters requesting these services
 - c. Location of pick up
 - d. Date and Time of pick up
 - e. Type of animal removed, and number of carcass or type & amount of debris
 - f. Location of disposal site
- M. **HOURS OF WORK:** All work performed under this contract shall be performed within 24 hours of VDOT notification.
- N. **COMPENSATION:** The unit price shall be considered full compensation for furnishing labor, equipment, supervision, traffic control, transportation, supplies, materials and disposal fees per requested pickup and approved disposal from VDOT Right-of Way. Contractor shall only be compensated for removal of dead animals that are identified by the Area Headquarters or Residency.
- O. **COMPENSATION FOR HOLIDAY/WEEKEND PICKUPS:**

1. VDOT will pay an **additional \$10.00** per work request picked up on a State Observed Holiday. AHQ Notification from AHQ submitted after 12:01 pm on preceding work day will qualify for the additional \$10.00 per request.

2. VDOT will pay an **additional \$10.00** per work request picked up on a weekend (Saturday & Sunday). Notification from AHQ submitted after 12:01 pm on Friday and prior to 8:00 p.m. on Sunday will qualify for the additional \$10.00 per work request.

P. **COORDINATION WITH VDOT:** VDOT shall have the right at all times to be advised, upon request, as to the status of work being done by the Contractor and of the details thereto. Coordination will be maintained by the Contractor with the VDOT Representative.

V. **PRE-BID CONFERENCE:**

An optional Pre-Bid Conference will be held on **Tuesday – August 23, 2011 at 10:00 a.m.** at VDOT Warrenton Residency, 457 E. Shirley Avenue, Warrenton, VA 20186. Potential bidders are encouraged to attend and present questions and obtain clarification relative to any facet of this solicitation. Bidders arriving after 10:10 a.m. will NOT be permitted to attend.

While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to

VI. **METHOD OF 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.

VII. **INVOICING:**

Contractor shall submit invoices for payment shall be submitted on the 1st and 16th of each month. A separate invoice for each area headquarters must be submitted. Invoices shall be itemized with the AHQ name, date of service, contract number, purchase order number, itemized quantities, unit price and extended costs based on the contract pricing scheduled. The landfill disposal ticket for each removal/disposal must be attached to the invoice. A copy of the Contractor's log for the billing period must be attached to each invoice. Any missing items/information will cause delays in payment to the Contractor. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

VDOT - Warrenton Residency
Re: _____ AHQ
457 E. Shirley Avenue
Warrenton, VA 20186

VIII. **BIDDERS INSTRUCTIONS:**

A. **BID SUBMISSION - INSTRUCTIONS:**

The entire bid package including the following documents must be received in our office no later than the closing date and time stated below:

- Instructions to Bidders and Signature Sheet (page 1) signed in ink (please include email address)
- Completed Bid Pricing Schedule (page 2-3)
- Completed Contact Normal and Emergency Telephone Numbers – Attachment A
- Completed Vendor Qualification/Equipment Certification Form – Attachment B
- Completed State Corporation Commission Form – Attachment C

The IFB number and closing date must be clearly marked on the outside of the envelope.

This solicitation will close on Thursday – September 1, 2011 at 10:00 am

Bids will be opened on Thursday – September 1, 2011 at 10:00 am

Return the bid to:

Mail To: (US Mail) OR Hand Delivery (FEDX, UPS, etc) to:

Virginia Department of Transportation
Mrs. Wanda Robson (Bid Tab)
1601 Orange Rd
Culpeper, VA 22701

B. RECEIPT OF BIDS / LATE BIDS:

It is the Bidders responsibility to ensure that his/her bid is received prior to or at the specific time and the place designated in the solicitation. **Bids received after the date and time specified for receipt shall not be considered.** Bids not received at the time and place designated, (VDOT, 1601 Orange Road, Culpeper, VA 22701, Bid Tab) even if they are received at other VDOT offices/locations will be considered late.

Bids will be opened at the time and place stated in the advertisement. The VDOT personnel whose duty it is to open the bids will decide when the specified time has arrived. No responsibility will be attached to any VDOT personnel for the premature opening of a bid not properly addressed and identified on the out side of a sealed envelope. The provisions of 2.2-4342 of the Code of Virginia, as amended shall be applicable to the inspection of bids received.

C. IDENTIFICATION OF BID ENVELOPE:

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____ Name of Bidder/Offeror	_____ Due Date	_____ Time
_____ Street or Box Number	_____ IFB No	
_____ City, State, Zip Code	_____ IFB Title	
Name of Contract/Purchase Officer or Buyer _____		

The envelope should be addressed as directed on Page 1 of the solicitation. If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- D. **EMERGENCY CLOSING:** If VDOT is closed due to an emergency situation or period of suspended state business operations, during a scheduled bid opening, the receipt and opening will be due at the same time on the next regular business day that VDOT is open.

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 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 "Vendors Manual" on the "Vendor" tab.
- 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 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 Commonwealth 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 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, 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, 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:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia 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 Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia 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 Commonwealth 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 Commonwealth 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 the date of offset 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 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 Commonwealth shall 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*, § 2.2-4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth 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 Commonwealth, 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 Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed

by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- 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 Commonwealth 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 Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth 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 Commonwealth 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 Commonwealth.
- 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 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 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. 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 provision 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 Commonwealth, 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 Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia 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 Commonwealth's excise tax exemption registration number is 54-73-0076K.
- 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 Commonwealth 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 coverages 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.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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 Commonwealth 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. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **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 purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.
- V. **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, 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, 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. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic

Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- a eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

AA **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer 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.

X. SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which VDOT deems desirable, and does not affect quality, quantity, price or delivery.
2. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the VDOT for the county(s) identified herein. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the contract officer upon mutual agreement of the contractor. Such modification shall name the specific county added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification. The contractor shall extend any special VDOT discount price adjustments resulting from adding counties. However, any reduction in the number of counties receiving service/goods shall not result in VDOT being charged any more than the awarded bid price(s).
3. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid. No indication of such sales or services to VDOT will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services, and the contractor shall not include VA Department of Transportation in any client list in advertising and promotional materials.
4. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VDOT will publicly post such notice on the eVA website for a minimum of 10 days.
5. **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 Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
6. **AWARD:** VDOT reserves the right to make **grand total award** as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. VDOT reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth 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.

7. **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.
8. **BID PRICES:** Bids shall be in the form of a firm unit price during the contract period.
9. **CANCELLATION OF CONTRACT:** VDOT 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 be terminated by either party, 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 any outstanding orders issued prior to the effective date of cancellation.
10. **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 VDOT right-of-way or VDOT facilities and/or grounds.
11. **CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the *Code of Virginia*. This claim shall be submitted to the Commissioner of VDOT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Administrative Services Administrator who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.
12. **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. VDOT shall be able to contact the foreman/supervisor within 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, safety vests, and steel toe shoes that comply with all applicable VOSHA/OSHA, ANSI and VDOT 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, flagging vests, 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 flagging vests with no shirt.
13. **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, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
14. **EQUIPMENT CERTIFICATIONS:** The Contractor shall be required to furnish a completed Equipment Certification with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described for that bid. The Contractor shall be committed to supply the quantity of personnel and type equipment submitted on the certification. Modification or substitutions for the equipment listed in the Certification may be permitted with the written permission of the VDOT Engineer or designee.
15. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. 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 VDOT does not guarantee

that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be eliminated and by signing this bid/offer, the bidder agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.

16. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2012, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:
If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- 17. MINORS ON THE WORK SITE:** No minors (under 18 years of age) will be allowed on the VDOT work site(s) on which this contract will be performed except those employed by the Contractor as allowed by the Child Labor Laws of the United States and the Child Labor Laws of the Commonwealth of Virginia.
- 18. PRIME CONTRACTOR RESPONSIBILITIES:** 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. Contractor agrees that he is as fully responsible for the acts and omissions of all subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- 19. PROSECUTION OF WORK:** During the prosecution of work, the VDOT 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. QUALIFICATIONS OF BIDDERS:** VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Bidder shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy VDOT that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- 21. 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 Inspector General of the Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General 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 Inspector General, make a written request to the Inspector General 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 Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation 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 VDOT associated with such litigation. In no event shall the Virginia Department of Transportation 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 Inspector General's Office, whether or not the Inspector General 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.

- 22. RENEWAL OF CONTRACT:** This contract may be renewed by VDOT **two (2) additional successive one-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 VDOT's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth 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 the CPI-W section, Table 4 of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth 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 the CPI-W section, Table 4 of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months 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. Safety vests 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. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the

identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror 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 or proposal a statement describing why the bidder or offeror 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 or offeror 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.

- 25. SUBCONTRACTING:** No portion of this contract may be subcontracted without the written permission of VDOT. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contracting Officer the names, qualifications, and experience of all proposed subcontractor(s). 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. No subcontractor will be allowed to start work until VDOT has received a copy of their Certificate of Insurance with the appropriate liabilities and coverage. For contracts where VDOT has approved subcontracting, Contractor agrees to furnish VDOT, the following information: Name of firm, telephone number, and total dollar amount subcontracted.

In addition, for contracts exceeding one (1) year, the Contractor agrees to furnish VDOT, the name of firm, telephone number, and total dollar amount subcontracted at the end of each consecutive twelve (12) month period and ninety (90) calendar days prior to the expiration date of the contract. All reports shall be delivered to VDOT, no later than fourteen (14) calendar days after the request has been made. The report shall be sent to the attention of contract Officer/Buyer. Failure to submit this information in the required time may result in disqualification from bidding on the next solicitation for this contract.

- 26. TERMINATION:** 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 VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination, VDOT may procure the services from another Contractor in accordance with Paragraph 20, General Terms and Conditions.
- 27. TERM OF CONTRACT:** The initial term or period of the contract shall be for a one year (12 months) period with the effective date to be determined at time of award.

28. WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS:

The contractor shall provide at least one (1) employee who, at a minimum, is verified by VDOT in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices. In addition, the contractor shall provide an employee that is verified by VDOT in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations as shown in the 2005 Virginia Work Area protection manual are needed due to field conditions. These persons must have their verification card with them while on the project site. If proof of verification cannot be provided by the contractor at any time, the animal carcass pickup/disposal operation may be suspended or the contractor may be deemed in default in accordance with the general terms and conditions.

There are three options available to receive Work Zone Traffic Control (WZTC) training based on an individual's job duties and responsibilities as required by the FHWA Final Rule on Work Zone Safety and Mobility and the Virginia Department of Transportation.

These options can be accessed at <http://www.virginiadot.org/business/trafficeng-WZS.asp> under the bolded title of Work Zone Traffic Control Training Requirements. Additional information about Virginia's Work Zone Traffic Control training program

29. **WORK SITE DAMAGES:** It is the Contractor's responsibility to repair any property damage, including damage to finished surfaces, existing utilities, etc. caused in the performance of this contract. Repairs will be made to VDOT's satisfaction.
30. **UNBALANCED BIDS:** If the unit prices in the bid are obviously unbalanced, either above or below the estimated cost as determined by VDOT, the bid may be rejected as non-responsive at VDOT's discretion.

ATTACHMENT A

CONTRACTOR'S NORMAL AND EMERGENCY TELEPHONE NUMBERS

1st Contact Person's Name

Cellular Telephone Number

Beeper Number

Pager Number

Normal Work Hours – Telephone Number

After Work Hours – Telephone Number

2nd Contact Person's Name

Cellular Telephone Number

Beeper Number

Pager Number

Normal Work Hours – Telephone Number

After Work Hours – Telephone Number

3rd Contact Person's Name

Cellular Telephone Number

Beeper Number

Pager Number

Normal Work Hours – Telephone Number

After Work Hours – Telephone Number

ATTACHMENT B

**VENDOR QUALIFICATION / EQUIPMENT INVENTORY
CERTIFICATION FORM**

ALL VENDORS RESPONDING TO THIS INQUIRY ARE REQUIRED TO COMPLETE THIS QUESTIONNAIRE. (Complete all items applicable to this IFB/RFQ)

1. Name of Business: _____
2. Type of Business: (Check all that apply) ☐ Proprietorship ☐ Large Business
☐ Partnership ☐ Small Business
☐ Corporation ☐ Woman Owned
☐ Minority Owned
3. If Disadvantaged Business Enterprise (DBE), provide certification number _____
4. eVA Vendor ID or DUNS Number: _____ SCC Number: _____
5. Name of Owner or Chief Executive Officer: _____ Telephone Number: _____
6. Emergency or After Hours contact name: _____ Telephone Number: _____
7. How many years has the firm been in the business of performing the services called for in this inquiry? _____
8. How many persons are currently employed by the firm? _____
9. List all licenses or permits the firm possesses that are applicable to performing the services required in this IFB/RFQ. _____
10. Is the firm currently removed from a vendor list or debarred from doing business with any Commonwealth of Virginia Agency? _____ if yes, explain. _____
11. Is your firm a registered vendor with VDOT? _____
12. Is your firm a registered eVA vendor? _____ If no, please refer to term X in the General Terms and Conditions.
13. Is your firm currently working for any other VDOT location? _____ If yes, list the contract number, location and the work being performed: _____
14. Provide the name, contact person and telephone number of three (3) customers (excluding VDOT) for which your firm has provided services of the same scope as those requested in this inquiry. We may contact these customers as references.

FIRM'S NAME	CONTACT PERSON	TELEPHONE

Authorized Signature

Title

DatePage 2 of 2

**VENDOR QUALIFICATION / EQUIPMENT INVENTORY
CERTIFICATION FORM**

Please complete this page if equipment requirements are included in the Scope of Work and/or Specifications.

15. List all the equipment intended to be used in performing the services required in this IFB/RFQ.

Add additional
sheets if needed

OWNED EQUIPMENT

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

RENTED/LEASED EQUIPMENT

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

16. If not owned, how will the equipment be obtained within the required time in the event of award? _____

17. Is any of the above equipment currently committed on other VDOT contracts? _____ If yes, identify which pieces and the contract number. _____

18. Method of fueling above equipment _____

Signature

Title

Date

Authorized

Attachment C

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number: _____ -
OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐