



COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219-2000

Gregory A. Whirley
COMMISSIONER

Dear Snow Removal Equipment with Operator Vendor,

The Virginia Department of Transportation (herein referred to as "VDOT") is seeking to establish hourly rate agreements from interested companies or individuals who are willing to provide various types of equipment with experienced drivers/operators to assist VDOT during emergency Snow and Ice Control Operations within the Fredericksburg District for the 2011-2012 winter season. The attached Snow Removal Equipment Agreement, form M-7B explains the requirements, due dates, specifications, pay items and invoicing of the "Snow Removal Equipment Agreement, form M-7B".

VDOT is encouraging all Vendors to register in Virginia's electronic purchasing system – eVA. Please go to <http://eva.state.va.us/vendors> to start this registration process or call 866-289-7367 for eVA registration assistance. VDOT also encourages all Small, Women, and Minority-owned businesses to certify as a certified small business through the Department of Minority Business Enterprise (DMBE). Please go to www.dmb.state.va.us to start this registration process or call 804-786-6585 or 800-223-0671 (Virginia only) for registration assistance.

I. SUBMISSION OF M7-B FORM with ATTACHMENTS, DUE DATES

- A. Required Forms - Complete and submit the following forms:
 - 1. Snow Removal Equipment Agreement, form M-7B, Signature Page
 - 2. Attachment A - Rate Schedule
 - 3. Attachment B – Vendor Qualification
 - 4. Attachment C – Vendor Location Preference
 - 5. Attachment D – Equipment List
 - 6. Certificate of Insurance – Submit with M-7B – due no later than October 17, 2011.
 - 7. Copy of Valid Vehicle Registration (Licensed Vehicles Only)
 - 8. Attachment G – W-9 (New Vendors Only)

- B. Submission - Submit the above forms to the appropriate Residency/Contract Representative:

Heidi Kovacs
Fredericksburg Residency
86 Deacon Road
Fredericksburg, Virginia 22405

C. Key Due Dates:

Your completed the M-7B form and Attachments forms may be turned in any time between **August 22, 2011 through September 16, 2011**. The sooner the better, especially if you're planning on using VDOT attachments (plow and/or spreader).

Note: VDOT owned plows and spreaders will be assigned to contractor's who signed up by the **September 16, 2011** deadline according to equipment type and hourly rate. M7B's and Attachments received after the deadline, even if quoted rate is lower, may be considered back-up *and may be used only if extra equipment is needed during a snow event*. The Contractor will not receive any payment nor considered to be under contract until the Snow Removal Equipment Agreement, form M-7B is signed by both parties and the insurance certificate, meeting the specified requirements, is received by VDOT.

II. CONTRACTOR CHECKLIST

Contractor Criteria (Pre-season Start-up): Contractors may qualify to push snow for VDOT providing ALL the following criteria are met for each piece of equipment on by the required dates:

All criteria must be met in order to receive preseason mobilization bonus.

1. Complete and Sign an executed Snow Removal Equipment Agreement, form M-7B and Attachments by **September 16, 2011**.
2. Equipment inspected, accepted and meets VDOT specifications by **November 1, 2011**.
3. Provide a proper Insurance Certificate by **October 17, 2011** (Note: It is the Contractor's responsibility to provide a valid insurance certificate for the duration of the contract period). Refer to *M-7B General Terms and Conditions Section T*.
4. Equipment was successfully rigged (if applicable) and ready for snow removal operations by **November 1, 2011**.
5. If the contractor is using VDOT provided equipment (hitch, plow, spreader, etc.), the Attachment E, VDOT Owned Equipment form documenting equipment loaned, must be signed by VDOT and the Contractor by **November 1, 2011**.
6. Vehicle registration provided by **October 17, 2011** and Driver's licenses (drivers & relief drivers) provided if requested.

If you have any questions concerning the process or any of the forms, please contact the VDOT Representative above.

SNOW REMOVAL EQUIPMENT AGREEMENT

This Agreement made this _____ day of _____, 20_____, by and between _____ hereinafter called "Contractor or Vendor" and the Commonwealth of Virginia, Department of Transportation, hereinafter called "Department" and or "VDOT".

WITNESSETH that the Contractor and the Department, in consideration of the mutual covenants, hereinafter to be performed, it is agreed between the Contractor and the Department as follows:

I. SCOPE OF SERVICES:

- A. The Contractor shall furnish to the Department the equipment described in Attachment D, with an experienced operator, which if accepted under contract, shall be available upon the Department's request, at the designated rates for the agreed contract period of *September 30, 2011 to May 1, 2012*. This agreement may be renewed in accordance with section VII. Special Term and Condition, J. Renewal of Contract.
- B. Upon receipt of notice, the Contractor shall make available to the Department on a standby or actual work basis, equipment conforming to those set forth in "Attachment D" herein, to be used by the Fredericksburg Residency at the time and place requested by the Residency Administrator or designee.
- C. The Contractor shall be paid the designated rate per hour for equipment with operator used while under the Department's direction. The designated rate will be 50% of the pay rate (per equipment) per hour while equipment is on standby time and 100% of the pay rate per hour while actual snow and ice work is being performed.
 - 1. Standby rate shall be considered when each piece of equipment and operator has reported to a VDOT Area Headquarters (AHQ) or location (upon request of the Residency Administrator or designee), and while in the staging process but is not engaged in actual snow removal operations.
 - 2. When directed by the Residency Administrator or designee, standby rate shall cease for each piece of equipment at the commencement of actual snow removal operations or at the release of equipment from use.
 - 3. The actual work shall commence when each piece of equipment and the operator is directed by the Residency Administrator or designee to commence the removal of snow and ice from the highways. Actual work shall cease to each piece of equipment when the Residency Administrator or designee directs the equipment to cease snow removal operations, or to go on a standby rate.
- D. VDOT will only be required to make one (1) call to the Contractor's listed number at the beginning of the snow event as notification for the Call-In. The Contractor will be responsible for ensuring that the phone number is updated at the VDOT Area Headquarters and with Residency Administrator. VDOT will establish and advise the Contractor of the time for reporting during this Call-In notification.

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- E. The Contractor's equipment with operator shall be required to respond within 2 hour(s) of VDOT's notification, or as approved by VDOT, to the service area in which you are assigned to work.
- F. Upon Call-In, the Contractor shall show up at the assigned VDOT Area Headquarters (or other designated location) with all equipment, operator, fueled and any other incidentals needed to provide snow removal.
- G. The Contractor shall permit the Department at its convenience (appointments will be scheduled) to mount, place, remove and maintain machinery or devices, including but not limited to, plows, A-frames, lights and spreaders on the Contractor's equipment described in Attachment D herein, deemed necessary for efficient and safe removal of snow and ice. VDOT will maintain VDOT equipment and components only.
- H. When VDOT provides plows, VDOT will provide any additional sets of lights similar to those used by the Department and install when the snowplow obstructs vehicles' headlights. Lights and installation shall be the responsibility of the Contractor for private plows and spreaders. (unless otherwise determined by VDOT).
- I. While performing duties under this Agreement, the Contractor shall not perform or offer to perform any snow removal operations at the direction of any private individuals, firms, or corporations, using equipment being utilized under this Agreement. VDOT equipment shall never be used for private use. VDOT equipment shall only to be used on State Rights of Way as directed by VDOT.
- J. At the direction of the Residency Administrator or designee, the Contractor shall perform snow removal operations in a manner to satisfactorily remove snow and ice from assigned roadways under current weather conditions.
- K. The Contractor shall return all VDOT snow removal components as directed by the Residency Administrator or designee by April 30, 2012. This is to include, but not limited to, plow, A-frame, lights and spreader. See Attachment E.

II. EQUIPMENT:

- A. The Contractor's equipment shall include fuel, chains, supplies, and tools necessary to insure safe operation and safe equipment. Equipment shall be properly licensed and adhere to all applicable Federal and State Motor Vehicle regulations. The Contractor shall maintain all equipment to these regulations throughout the duration of the contract. Any equipment failing to meet any of the above standards, deemed to be inadequate, or require an inordinate amount of alterations, shall not have VDOT snow removal equipment / components installed, and shall not be allowed to perform work under this Agreement. The Contractor is not eligible for payment (as standby or operating) until equipment is brought into compliance by the Contractor, as solely determined by VDOT.
- B. Equipment changes or substitutions after initial Agreement is received will only be considered for like equipment (example: replacing a broken-down 4 X 4 Pickup with an operable 4X4 Pickup) and must be approved by VDOT.

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- C. The Contractor shall ensure his equipment has the capacity to operate VDOT plows and spreaders once equipment is installed. On all equipment that is equipped with a chemical spreader the Contractor shall have the taillights visible and not blocked by the spreader chute or free standing spreader stand legs. The Contractor shall also be responsible for ensuring spreader is working properly and that all warning signs are kept cleaned so that they can be read easily, and that all warning lights and backup alarms are operational at all times. For VDOT provided spreaders, if taillight adjustment is needed to meet the requirements due to free standing spreader stand legs, VDOT will provide the lights and installation of the lights but the contractor or representative of the contractor will be responsible for the wiring of the lights into the truck lighting system. For private spreaders, the Contractor shall be responsible for lights and installation.
- D. Per the current Virginia Work Area Protection Manual (WAPM) and subsequent revisions, each vehicle involved in a moving/mobile operation shall be equipped with at least one rotating amber light or high intensity amber strobe light. Vehicle hazard warning lights can be used as a supplement but shall not be used instead of rotating lights or strobe lights.
- E. All single axle, tandem, and multiple axle trucks, dump or otherwise, to be rigged with VDOT-owned plows and/or spreaders shall have a minimum 12,000 pound weight rating capacity for the front axle.
- F. Contractor trucks to be rigged with VDOT-owned spreaders may be required to insure truck beds are level and free of any dents or damage that may obstruct smooth and safe loading of VDOT spreaders for those areas using portable spreader stands.
- G. The Contractor shall be responsible for properly securing equipment and materials on their vehicles at all times.
- H. The Contractor is responsible for all rigging and maintenance when vehicle with auxiliary equipment is provided by the Contractor.
- I. The Contractor shall be responsible for providing cutting edges/blades for plows *provided by the Contractor*. Contractor may be required to replace blades at the discretion of VDOT.
- J. The Contractor shall provide tire chains when needed for all Contractor provided equipment including loaders and graders. In the event a Contractor's vehicle gets stuck, the Contractor shall immediately notify the VDOT Area Headquarters to which they are assigned. No Payment will be authorized until the vehicle is back in operating status. The Contractor, not VDOT, will be responsible for rescuing their equipment should it become stuck.
- K. In the event the Contractor equipment breaks down, the Contractor shall immediately notify the VDOT Area Headquarters to which they are assigned. No payment for that piece of equipment will be authorized until the equipment is back in operating condition. With VDOT's prior approval, the Contractor may substitute an equivalent piece of equipment. If this substitute equipment requires any VDOT rigging, there will be no payment made to the Contractor however; the Contractor may be billed for the additional VDOT rigging time.

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III. OPERATOR:

- A. The Contractor shall provide sufficient qualified operator(s) to insure a continuous 24 hour operation of snow removal as directed by the Residency Administrator or designee. Operators must be properly licensed and adhere to all applicable Federal and State Motor Vehicle regulations.
- B. Drivers/operators shall be at least 18 years of age and capable of working nights. No minors under the age of eighteen will be allowed on the VDOT work site(s), to include in the contractor's vehicle, where this contract will be performed.
- C. Under no circumstances shall a Contractor, while performing under the terms of this agreement, allow or be permitted to have private or minor-aged passengers ride in snow removal vehicles while performing work under this agreement. Contractors observed to allow private or minor-aged passengers in vehicles during snow removal operations may be issued a "Vendor Complaint form" and may be asked to cease snow removal operations for the remainder of the snow event and no payment will be made to the Contractor.
- D. To ensure the overall safety of all personnel and the traveling public, the Contractor is required to provide drivers/operators who are able to communicate in the English language. The drivers/operators shall be required to demonstrate that they are capable of understanding instructions in English for safe and effective operations. These instructions will include English capabilities in understanding plowing and spreading instructions; techniques appropriate to the route; detail yard requirements such as standby area; parking areas and routes to follow loading and unloading chemicals, ability to read and understand road maps and VDOT snow maps, and emergency road procedures. If the driver/operator is not capable to understanding these instructions, the Contractor will be notified and a replacement driver/operator will be required. Until an appropriate replacement driver is put in place the Contractor may not be compensated.
- E. It will be the Contractor's responsibility to provide valid licensed operators. When required by the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements. Failure to comply with this request constitutes unsatisfactory performance and may result in cancellation of the Agreement. VDOT reserves the right to check driver's license validity with Virginia's Department of Motor Vehicles at any time during the Agreement period.
- F. The Contractor shall be responsible for establishing schedules so that any individual driver/operator is not permitted to work more than 14 consecutive hours (to include standby) without having at least a 6-hour break. If the duration of the snow event requires it, the Contractor shall ensure that properly trained and licensed relief drivers are available to sustain an around the clock operation.

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IV. CONTRACTOR PROVIDED SUPERVISOR (OPTIONAL USE)

 XX **VDOT will use this section of the Agreement.**
 VDOT will NOT use this section of the Agreement.

- A. Any Contractor who offers and provides four or more vehicles and or equipment to the same assignment/location shall also provide Supervisors for each shift with a 4 wheel drive vehicle and his/her own cell phone when requested by the assigned VDOT Area Headquarters Superintendent or Shift Supervisor. This requirement includes equipment added on separate Agreements. The number of Supervisors required shall be:
- If providing 4-9 contracted vehicles/equipment: one Supervisor with vehicle per shift.
 - If providing 10-18 contracted vehicles/equipment: two Supervisors with vehicle per shift.
 - If providing 19 or more contracted vehicles/equipment: three Supervisors with vehicle per shift.
- B. Contract Supervisor's responsibilities shall be to insure their drivers sign in properly, have the necessary equipment, know their assigned routes, and plow according to VDOT standards. The standards will be presented at the snow removal training sessions. Supervisors will be required to inspect the routes during the plowing and spreading operations. Supervisors must remain in telephone contact with the assigned AHQ at all times during snow removal operations. Supervisors must be able to communicate effectively in English.

V. THE DEPARTMENT:

- A. The Department when necessary, through the Department's Residency Administrator or designee, will request equipment from Attachment D herein. VDOT reserves the right to determine the most effective and cost efficient method of responding to a snow removal event and to solely utilize its own equipment and/or to call in contracted equipment according to the rate and/or type of equipment required during any given snow removal event.
- B. Prior to performing any work under this Agreement, each piece of offered equipment will be subject to inspection by VDOT personnel. The inspection is to assure that the equipment meets all Federal DOT and Virginia State Inspection standards as applicable (prior to installation of VDOT equipment or components). Location and time of inspection and any needed re-inspection shall be determined and performed at the convenience of VDOT. The Department reserves the right to reject any offered equipment. VDOT's review of Contractor Equipment does not absolve the Contractor of its responsibilities to meet Federal and State equipment requirements.
- C. If necessary, the Department will furnish A-Frames, snowplows, blades, spreaders and appurtenances, for equipment described in Attachment D. VDOT will maintain and/or repair VDOT owned components and accessories only.
- D. VDOT will provide cutting edges/blades for all plows *provided by VDOT*.
- E. The Contractor's trucks scheduled to receive VDOT spreaders shall report to the appropriate VDOT Area Headquarters with that vehicle's tailgate already removed. VDOT will not assist the Contractor in removing and/or reinstalling the tailgate. The Contractor shall not be compensated for the time spent removing and/or reinstalling the tailgate. Tailgates shall not be stored at the VDOT Area Headquarters.

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- F. VDOT installed equipment, (snow plow hitch, wiring, lights, etc), excluding plow and spreader, shall not be removed by the Contractor without prior VDOT approval *after* initial installation until the completion of the snow season. Removal shall be done by an authorized VDOT representative or designee. Equipment shall be operational for snow removal at all times during the contract period.
- G. VDOT will provide all de-icing materials to be used for snow and ice removal.

VI. RIGGING EQUIPMENT

- A. For vehicles to be “first time” rigged with VDOT provided equipment, VDOT will determine if we have the capability to rig the vehicles. When rigged by VDOT all auxiliary equipment, controls, wiring, and incidentals required will be provided.
- B. Each piece of offered equipment to be “first time” rigged will be inspected by VDOT personnel. The inspection will be to insure the piece of equipment meets VDOT needs. Equipment will be inspected to ensure that components are capable of handling the installation of snow equipment, including, but not limited to front axle capacity, frame, springs, shackles, interference with steering, brake and other components. Bumpers may require modification to permit the installation of push frame mounted by cutting holes in bumper for ears to protrude. Costs shall not exceed the normal cost of installing the same equipment on typical VDOT equipment. VDOT will maintain VDOT equipment and components only. If the equipment is to be “first time” rigged by VDOT, the Contractor shall permit VDOT at its convenience to mount, place, and maintain equipment or devices, including but not limited to plows and spreaders on the equipment, deemed necessary for efficient removal of snow and ice and to remove the same. Appointments will be scheduled. Once VDOT calls to schedule “first time” rigging the contractor shall either confirm the scheduled date, or if necessary, request an alternate date within 48 hours. If the contractor fails to meet the scheduled date, VDOT reserves the right to schedule other offered equipment and/or reject the Agreement. Once a schedule appointment had been confirmed and the Contractor does not show up for the scheduled rigging appointment, the Contractor shall forfeit the beginning 50% mobilization rate.
- C. With VDOT approval, a Contractor who is capable may “first time” rig their own trucks with VDOT plow rack and its accessories using a certified welder, rather than have VDOT perform the rigging. VDOT will inspect and approve the vehicle for rigging prior to allowing installation with Contractor’s welder. VDOT reserves the right to request a copy of the certified welder’s Certificate at any time and the Contractor shall comply with this request in 48 hours. See Payment Schedule for rigging fees.
- D. Contractor vehicles to be equipped with VDOT-provided equipment may also be “first time” rigged by VDOT on state premises or a VDOT Contractor. VDOT will provide all auxiliary equipment, controls, wiring, and necessities for the “first time” rigging and perform all the “first time” rigging work, except the owner shall be responsible for making the electrical connections to the vehicle. See Payment Schedule for rigging fees.
- E. If the snow plow obstructs the vehicle’s headlights, either the hood may require holes drilled in it for the purpose of mounting snow plow, lights or brackets or brackets may be added to the snow plow A-Frame for lights. Installation of additional wiring and switches will be installed in

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the cab area of equipment. VDOT will maintain and/or repair VDOT owned components and accessories only.

- F. The Contractor's personnel shall assist in installing VDOT plows and spreaders when called in for a snow event. Drivers/Operators will be required to clean off excess salt and sand lumps from the top of spreader cage at the chemical pad before they are loaded and during and after the event. It shall be the driver's/operator's responsibility to inspect any and all loads on their vehicle prior to leaving the VDOT loading area.
- G. It shall be the responsibility of the driver/operator to inspect the VDOT spreader to ensure it is secured properly, working properly, that all warning signs are kept cleaned so that they can be read easily, and that all warning lights are operational at all times. The Contractor shall also be responsible for maintaining the fuel and oil levels in VDOT provided spreaders for the duration of the storm event. VDOT will provide fuel and oil for any VDOT-owned spreaders. The Contractor shall provide fuel and oil for Contractor-owned spreaders.
- H. It is the Contractor's responsibility to report any damage to VDOT's equipment, VDOT's property or personal property. As determined by VDOT, the Contractor shall be responsible and held liable for any damage caused to VDOT owned equipment and/or property due to negligence of the Contractor. Failure to report damage shall result in the issued of a "Vendor Complaint form".
- I. If VDOT owned equipment fails, the driver shall immediately report any malfunction to the assigned VDOT location which interferes with continued safe operation. If VDOT determines the Contractor cannot continue working because the equipment requires repair, the Contractor will be compensated for lost time at the stand-by rate for the number of hours needed to complete the repair or the remaining hours of the current shift or the end of the snow/ice event, whichever is less. If VDOT determines the failure or malfunction of the equipment is a result of the Contractor's negligence, it will be considered unsatisfactory performance and the Contractor will not be compensated for lost time and may also be liable to equipment damage charges.
- J. The Contractor is responsible for the return of all VDOT equipment by the end of the snow season but not later than the date in section I. Scope of Work, letter K.

VII. SPECIAL TERMS AND CONDITIONS

- A. Additional Equipment: If the Contractor wishes to offer additional equipment after initial Agreement is received, it shall be submitted on a separate Agreement. If equipment is offered after **September 16, 2011** no mobilization rate will be paid.
- B. Offers Considered: All offers submitted will be considered, however if your offer price exceeds the max hourly rate either set at the District or posted in this Agreement, your offered price may be rejected or negotiated. It is VDOT's discretion to only hire the amount of equipment necessary to perform snow and ice removal operations for the Residency.
- C. Assignment Location Preference: The Contractor may request to be assigned to a specific VDOT Area Headquarters. VDOT will not guarantee if you are hired you will be assigned to the requested location. VDOT will be determining equipment location based on the best business decision that meets VDOT needs.

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- D. Vehicle Inspection and Registration: All Contractor vehicles shall have a valid current inspection and registration from that state where the vehicle is registered and be properly insured according to VDOT's requirements. The Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the vehicles provided. A walk around inspection will be performed on equipment to be considered. Further, the Contractor shall maintain all equipment to these same regulations, throughout the duration of the contract. (Licensed vehicles offered that do not meet DMV, State and Federal regulations such as licensed "Farm Use" vehicles will not be accepted for snow/ice removal)
- E. Insurance Requirements: The Contractor shall provide a Certificate of Insurance in accordance with the requirements listed in Attachment F, General Terms and Conditions, T. Insurance.

In all cases, the Commonwealth of Virginia must be named as an additional insured under "Commercial General Liability" for the purpose and duration of the designated agreement. This may be on the Certificate itself or may be on an endorsement or rider. A certificate of insurance evidencing all required coverage must be received by the VDOT designee prior to the final signature of this Agreement. The contract is not valid until this Agreement is signed by both parties and the correct insurance requirements have been met.

- F. Worksite Damage: Any damage to utilities, equipment, finished surfaces, guardrail, curb and gutter, paved shoulders, drainage, mailboxes, driveways or any other state or private property resulting from negligence work performed on this agreement shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- G. Damage Claims: The Contractor shall be responsible for resolution of any and all claims. Claims made to VDOT as a result of this work will be referred to the Contractor for handling. Failure to properly respond to and resolve property claims constitutes unsatisfactory performance and may result in cancellation of the Agreement.
- H. Prime Contractor Responsibilities: The contractor shall be responsible for completely supervising and directing the work under this agreement and all approved subcontractors that he may utilize. Subcontractors who perform work under this agreement shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- I. Subcontracting: No portion of this contract shall be subcontracted without prior written consent of the Residency Administrator. In the event that the contractor desires to subcontract part of the work specified herein, the Contractor shall furnish the Residency Administrator with the names, addresses, contact persons, qualifications, references, type(s) of work to be performed and experience of their proposed subcontractors for agency approval. 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 Agreement. No subcontractor will be allowed to start work until the Residency Office has received a copy of their Certificate of Insurance with the appropriate insurance coverage.
- J. Indemnify, Defend and Hold Harmless: Contractor agrees to indemnify, defend and hold harmless VDOT, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or inequity, arising from or caused by the ownership or use

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of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor.

- K. Renewal of Contract: This Agreement may be renewed by the Commonwealth for two 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 the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of the Agreement 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 Agreement 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 of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve 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 of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

VIII. PAY ITEMS

A. Hourly Rate:

1. The equipment will be paid for at the unit price per hour for snow and ice operations performed. The hourly rate shall include the cost for the equipment, miscellaneous equipment, drivers, operators, fuel, supplies, tools, chains, and any other equipment or incidentals needed to perform the contracted services. Hourly rates shall be quoted in whole dollars only.
2. At no time after submission of application will the Contractor be permitted to change or adjust their hourly rate.

B. Standby Rate:

1. VDOT will pay the Contractor a standard Standby Rate of 50% per hour of the Hourly Rate during the authorized standby periods prior to the event starting, after reporting to the AHQ and signing in. Standby rate will also be paid for cleaning of equipment that contains a VDOT spreader. In this instance a maximum of up to two hours will be paid.
2. Standby periods shall be during loading and unloading, staging, and any assignment other than actual plowing and/or spreading operations.
3. Standby basis shall cease for each piece of equipment at the commencement of actual snow removal operations or at the release of equipment from use.

C. Supervisor with Vehicle (**optional, for use when incorporating section IV. Contractor Provided Supervisor**)

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VDOT will pay the Contractor **\$ 60.00** per hour, per Supervisor with vehicle, for supervision of Contractor's equipment during plowing/spreading operations only. Supervisor with vehicle will not be paid during standby periods. There will be no Mobilization payment for supervisor vehicles.

D. Rigging Contractor Trucks with VDOT-Owned Equipment:

1. Initial Installation on trucks that *have not* been rigged in previous years:
 - a.) Rigging performed by the Contractor: VDOT will pay the Contractor a one time rigging fee of **\$ 750.00** per truck for initial ("first time") installation if pre-approved in accordance with section VI. Rigging Equipment, C.
 - b.) Rigging performed by VDOT Forces or VDOT Contractor: VDOT will pay the Contractor a lump sum of **\$ 400.00** when the vehicle is rigged in the VDOT shop or a VDOT Contractor's shop in accordance with section VI. Rigging Equipment, D.
2. Subsequent Alterations on trucks that *have* been rigged in previous years:
 - a.) Alterations performed by the Contractor: VDOT will pay the Contractor a one time alteration fee of **\$ 200.00** per truck for alterations if pre-approved in accordance with section VI. Rigging Equipment, C.
 - b.) Alterations performed by VDOT Forces or VDOT Contractor: VDOT will pay the Contractor a one time lump sum of **\$100.00** per truck when the vehicle is altered in the VDOT shop or VDOT Contractor's shop in accordance with section VI. Rigging Equipment, D.

E. Mobilization Payment:

Prior to December 31, 2011, VDOT will authorize payment in the amount of 50% of the mobilization rate for each piece of accepted equipment (except Supervisor Vehicle or Equipment marked with a N/A) according to the mobilization rate listed on the Rate Schedule Attachment A, provided all of the following criteria for eligibility has been met and documented:

- A completed signed copy of the Snow Removal Equipment Agreement, M-7B form and all completed Attachments submitted by **September 16, 2011**.
- Certificate of Insurance with required coverage and endorsement submitted by **October 17, 2011**.
- Equipment was presented for inspection on schedule and met all requirements.
- Equipment was successfully rigged by **November 1, 2011** if applicable.
- Contractor's personnel attended required training/orientation if applicable.
- Contractor provided acceptable method of vehicle communication with VDOT.
- Copy of vehicle registration was provided.

The remaining 50% of the mobilization rate will be paid for each piece of equipment according to the mobilization rate listed on the Rate Schedule Attachment A, provided all of the following criteria for eligibility has been met and documented:

- Received a satisfactory rating on the ASD-36 Contract Performance Form.
- Returned all VDOT owned issued equipment in the condition received, less normal wear and tear by **April 16, 2012**. (VDOT will pay 25% of the mobilization rate if the Contractor has VDOT owned equipment but was not called in for snow/ice removal.)

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IX. INVOICING AND PAYMENT

- A. A time log recording daily hours worked for each piece of equipment will be completed in the VDOT Area Headquarters. This form will be used to process payments.
- B. The Residency Administrator or Superintendant must be notified in writing within 3 business days of any change in address and/or telephone number. Submit all change notifications to the Residency Contract Manager and Superintendent at the VDOT Area Headquarters location.
- C. VDOT utilizes the Hired Equipment Time Tracking System (HETTS), in the Severe Weather Application System (SWAS) which generates an invoice based on the sign in/sign out sheets for VDOT's and Contractor's convenience. It is VDOT's requirement that Contractors use the HETTS system-generated invoice. The HETTS system-generated invoice will be generated semi-monthly for work that has been performed on completed events. This invoice will include work that has been completed to-date and has not been processed for payment. The HETTS system-generated invoice must be verified and signed by the Contractor within 5 days of being informed that the invoice is ready for signature so that payment can be processed by VDOT in a timely manner. VDOT will inform the Contractor of the designated location as to where invoices will be signed. Invoices not signed within 10 days will be mailed to the Contractor for signature and must be returned to the VDOT designated location.
- D. Payments for the services provided by the contractor will be processed in accordance with the *Code of Virginia* 2.2 4350. Vendors will be paid for goods or services within thirty calendar days of the receipt of a proper invoice, or thirty days after the receipt and acceptance of goods or services, whichever is later. The date that the contractor or your designee, sign the completed Hired Equipment Contract Time Record and Invoice will be considered the official receipt and acceptance of services date for payment processing purposes.

X. TERMINATION

This Agreement shall terminate on **May 1, 2012**, providing the Contractor adequately performs the provisions of this Agreement. If, however, the Contractor does not adequately perform the provisions of this Agreement, the Department, through its Residency Administrator or designee, reserves the right to terminate this Agreement at any time, effective immediate upon receipt of dated written notice.

XI. DEFAULT

The Contractor may be declared in default if he/she fails to perform work or discontinues performing the work. In this case, cost incurred by the Department, including the cost of completing the work under the agreement, may be deducted from any moneys due the Contractor. If the expense exceeds the sum that would have been payable under the agreement, the Contractor may be liable for the amount of excess.

SNOW REMOVAL EQUIPMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month, day and year on page one.

This Agreement consists of the following documentation:
 Snow Removal Equipment Agreement, form M-7B,
 Attachment A – Rate Schedule
 Attachment B – Vendor Qualification
 Attachment C – Vendor Location Preference
 Attachment D – Vendor’s Equipment List
 Attachment E – VDOT Owned Equipment
 Attachment F – VDOT General Terms and Conditions

I certify that I am authorized to sign this document of behalf of:

INDIVIDUAL / CONTRACTOR	
Name:	Company Name:
Address #1:	EIN (Company) / SSN (Individual/Sole Proprietor):
Address#2:	Signature and Date (INK)
City / County:	
State, Zip Code:	
Phone Number (with Area Code):	
Fax Number (with Area Code):	
E-mail:	

I certify that I am authorized to sign this document of behalf of:

VIRGINIA DEPARTMENT OF TRANSPORTATION
Name: Jacob A. Porter
Title: Residency Administrator
Section/Residency/District: Fredericksburg District/Fredericksburg Residency
Phone Number (with Area Code): 540.899.4300
Fax Number (with Area Code): 540.374.3333
E-mail: Send emails to: heidi.kovacs@vdot.virginia.gov
Signature and Date (INK)

**ATTACHMENT A
RATE SCHEDULE**

1. Enter your requested hourly rate in column "D" below for each type of equipment you are offering.
2. Do not exceed maximum allowable hourly rate amount in column "C" if shown. See section VII, Letter B
3. Each piece of equipment offered must be listed and fully described on Attachment D "Equipment List".

A	B	C	D	E
LINE ITEM	OFFERED EQUIPMENT DESCRIPTION	DISTRICT MAX HOURLY RATE	CONTRACTOR'S REQUESTED HOURLY RATE (whole dollars only)	MOBILIZATION RATE
1	4 WD Pickup Truck, 3/4 ton minimum with owner plow	\$		\$1000.00
2	4 WD Pickup Truck, 3/4 ton minimum with owner plow and spreader	\$		\$1000.00
3	Single-axle Truck, Dump/Flatbed (1 Ton to 3 Ton) with owner plow	\$		\$1000.00
4	Single-axle Truck, Dump/Flatbed (1 Ton to 3 Ton) with owner plow & spreader	\$		\$1000.00
5	Single-axle dump truck (3 ton or greater) w/ VDOT Plow and Spreader	\$		\$1000.00
6	Single axle dump/flatbed (3 ton or greater) w/ Owner Plow and Spreader	\$		\$1000.00
7	Single Axle Dump/Flatbed (3 Ton or Greater) w/ VDOT Plow	\$		\$1000.00
8	Single Axle Dump/Flatbed (3 Ton or Greater) w/ Owner Plow	\$		\$1000.00
9	Single Axle Dump/Flatbed (3 ton or Greater) w/ Owner Spreader and VDOT Plow	\$		\$1000.00
10	Single axle dump/flatbed (3 ton or greater) w/ Owner Plow and VDOT Spreader	\$		\$1000.00
11	Dump Truck, Multi-Axle (5 Ton or Greater) w/ VDOT Plow and Spreader	\$		\$1000.00
12	Dump Truck, Multi-Axle (5 Ton or Greater) w/ Owner Plow and Spreader	\$		\$1000.00
13	Dump Truck, Multi-Axle (5 Ton or Greater) w/ VDOT Plow	\$		\$1000.00
14	Dump Truck, Multi-Axle (5 Ton or Greater) w/ Owner Plow	\$		\$1000.00
15	Dump Truck, Multi-Axle (5 Ton or Greater) w/ Owner Plow and VDOT Spreader	\$		\$1000.00
16	Mobile Anti-Icing Chemical Spray Tank w/ Spray Bar (500 - 1200 gal)	N/A	N/A	N/A
17	Mobile Anti-Icing Chemical Spray Tank w/ Spray Bar (1201 -2000 gal)	N/A	N/A	N/A
18	Mobile Anti-Icing Chemical Spray Tank w/ Spray Bar (>2000 gal)	N/A	N/A	N/A
19	Rubber Tire loader, 50-99 HP	\$		\$1000.00
20	Rubber Tire Loader, 50-99 HP with front plow	\$		\$1000.00
21	Rubber Tire Loader, 100 HP or greater	\$		\$1000.00
22	Rubber Tire Loader, 100 HP or greater with front plow	\$		\$1000.00
23	Motor grader, minimum 70 HP to 99 HP	\$		\$1000.00

24	Motor grader, minimum 70 HP to 99 HP, with front plow	\$		\$1000.00
25	Motor grader, 100 HP to 149 HP	\$		\$1000.00
26	Motor grader, 100 HP to 149 HP, with front plow	\$		\$1000.00
27	Motor grader, 150 HP or greater	\$		\$1000.00
28	Motor grader, 150 HP or greater with front plow	\$		\$1000.00
29	Farm tractor, 2-Wheel Drive, minimum 90 HP to 150 HP with owner plow	\$		\$1000.00
30	Farm tractor, 2-Wheel Drive, minimum 90 HP to 150 HP rigged w/ VDOT Plow	\$		\$1000.00
31	Farm tractor, 2-Wheel Drive, 151 HP or greater with owner plow	\$		\$1000.00
32	Farm tractor, 2-Wheel Drive, 151 HP or greater rigged w/ VDOT Plow	\$		\$1000.00
33	Farm tractor, 4-Wheel Drive, minimum 50 HP to 74 HP with owner plow	\$		\$1000.00
34	Farm tractor, 4-Wheel Drive, minimum 50 HP to 74 HP rigged w/ VDOT Plow	\$		\$1000.00
35	Farm tractor, 4-Wheel Drive, 75 HP to 99 HP with owner plow	\$		\$1000.00
36	Farm tractor, 4-Wheel Drive, 75 HP to 99 HP rigged w/ VDOT Plow	\$		\$1000.00
37	Farm tractor, 4-Wheel Drive, 100 HP or greater with owner plow	\$		\$1000.00
38	Farm tractor, 4-Wheel Drive, 100 HP or greater rigged w/ VDOT Plow	\$		\$1000.00
39	Skid Steer Loader, minimum .25 cy bucket	\$		\$1000.00
40	Skid Steer Loader, w/ plow	\$		\$1000.00
41	Backhoe, 2-Wheel Drive, minimum 1.0 cy bucket	\$		\$1000.00
42	Backhoe, 4-Wheel Drive, minimum 1.0 cy bucket	\$		\$1000.00
43	Dozer with Angle Front Blade, 105 HP to 200 HP	N/A	N/A	N/A
44	Track Front End Loader, minimum 90 HP	\$		\$1000.00
45	Supervisor with vehicle - see "Contractor Provided Supervisors"	\$00.00	\$00.00	N/A
46	Other (Please Describe) Contractor training	\$00.00	\$00.00	N/A

Contractor's Authorized Signature

Date

**ATTACHMENT B
VENDOR QUALIFICATION**

<p>*FOR VDOT USE ONLY!!! Do NOT write in this space</p> <p>Date Stamp when Received by VDOT _____</p> <p>FMS Vendor ID _____</p>	<p align="right">Location Assigned to: CHECK RESIDENCY</p> <p align="right"><input type="checkbox"/> <u>Fredericksburg</u> RESIDENCY</p>
---	---

Contractor's Name (Print) _____

Day Time Phone Number _____

Mailing Address _____

Evening or After-Hours Phone Number _____

E-Mail Address _____

Cellular Phone Number _____

City _____ State _____ Zip Code _____

Employers Identification Number (EIN/TIN)
or Social Security Number (SSN) _____

Is your Insurance Certificate attached?

Yes No

Is your Company a DMBE Certified "SMALL" Business?

Yes No Certification # _____

Is your Company eVA registered?

Yes No Registration # _____

Is your Company registered with the State Corporation
Commission (See General Term and Condition BB)

Yes No Registration # _____

Have you provided snow removal services to VDOT in past years?
indicate where and year in spaces below:

Yes No If Yes, please

Year _____ Location _____

Year _____ Location _____

Year _____ Location _____

Year _____ Location _____

Please list three (3) references to your snow plowing experience with associated phone numbers.

My snow plowing references are:

Phone:

1) _____

2) _____

3) _____

ATTACHMENT C
VENDOR LOCATION PREFERENCE

Indicate the number of VDOT Area Headquarters for which you are willing and have the capacity to supply equipment. VDOT will not guarantee the Contractor will be assigned to any preferred location. VDOT reserves the right to determine which VDOT Area Headquarters your company will be assigned to based on the best interest of VDOT.

_____ Number of VDOT Area Headquarters for which you are willing and capable to supply equipment.

PREFERENCE: If you have a preference please indicate the area headquarter(s) where you would like to be assigned

I hereby certify that I am authorized to offer the rates and equipment listed in this Agreement.

Authorized Signature and Title (Ink)

Date

NOTE: VDOT MUST BE NOTIFIED IN WRITING WITHIN 3 DAYS OF ANY CHANGE IN ADDRESS OR PHONE NUMBERS.

**ATTACHMENT D
EQUIPMENT LIST**

SNOW REMOVAL EQUIPMENT (with Operator) FOR THE PERIOD OF November 1, 2011 TO May 1, 2012
(List Equipment individually.)

CONTRACTOR'S NAME _____ **DATE COMPLETED:** _____

- 1. List all equipment **OWNED BY YOU OR YOUR FIRM** including Supervisor vehicle(s).
- 2. Match Price Line from Attachment A, column A. Use additional sheets if necessary.
- 3. Sign bottom of form.

Accepted Equipment for Contract (VDOT Only)	Line Item from Attachment A	Year / Make / Model	License Vehicle VIN#	License Vehicle Tag #	Non-Licensed Vehicle Serial/VIN #	If Contractor Provided		
						Plow Length	Spreader Capacity	Preferred VDOT HQ Assignment

SUPERVISOR VEHICLES - refer to section IV. Contractor Provided Supervisor for requirements

Contractor's Authorized Signature _____ Date _____

The equipment above shall include equipment, operator, fuel, maintenance, insurance and overhead/administrative costs. It shall be understood and agreed that the contractor shall have adequate liability insurance policy to cover all equipment utilized by VDOT for the duration of the contract period.

ATTACHMENT E
VDOT OWNED EQUIPMENT

Equipment Received:

The Contractor agrees that he/she has received the following VDOT owned equipment in the conditions listed below and agrees to return the equipment in the same condition upon the end of the contract period.

Equipment	Amount	Unit of Measure	Condition/Identification #
A-frame		Each	
Plow		Each	
Spreader		Each	
Lights		Set of 2	
Appurtenances		Each	

Contractor's signature

Date

VDOT Representative

Date

Equipment Returned:

The Contractor has returned following VDOT owned equipment in the conditions listed below and has returned the equipment in the same condition as received.

Equipment	Amount	Unit of Measure	Condition/Identification #
A-frame		Each	
Plow		Each	
Spreader		Each	
Lights		Set of 2	
Appurtenances		Each	

Contractor's signature

Date

VDOT Representative

Date

ATTACHMENT F
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 vendors 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 offer, Vendors 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 offer, Vendors certify that their offer are made without collusion or fraud and that they have not offered or received any kickbacks or

inducements from any other Vendors, supplier, manufacturer or subcontractor in connection with their offer, 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 Offer, Vendors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers 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:**
 - 1. Failure to submit on the official state form provided for that purpose shall be a cause for rejection of the offer. Modification of or additions to any portion of the Agreement may be cause for rejection; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a offer as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the Vendor withdraw or modify nonresponsive portions of a offer 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 Vendor has questions about the specifications or other solicitation documents, the prospective Vendor should contact the VDOT Representative no later than five working days before the due date. Any revisions to the Agreement will be made only by addendum issued by VDOT.
- 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 VENDOR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods and the Vendor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding the Vendor's capabilities. The Commonwealth further reserves the right to reject any Vendor if the evidence submitted by, or investigations of, such Vendor fails to satisfy the Commonwealth that such Vendor 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. **DELETED**
- R. **DELETED**
- S. **DELETED**
- T. **INSURANCE**: By signing this agreement the certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded and further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The Contractor shall provide a Certificate of Insurance showing the following coverage:

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. General Liability – Farm Owner's Liability or Personal Liability - \$500,000 per occurrence. General Liability is to include bodily injury and property damage, personal injury and completed operations coverage.
3. Automobile Liability - \$500,000 per occurrence. (Only used if motor vehicle is to be used in the contract.) If the vehicle hired is a licensed with a principal function for travel on highways. (General Liability insurance is not required)

In all cases, the Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

- U. **DELETED**
- 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 Vendor, 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 Vendor 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. **DELETED.**
- 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. **DELETED**
- AA. **PRICE CURRENCY:** Unless stated otherwise in the agreement, Vendors shall state 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.

**ATTACHMENT G
MUST BE COMPLETE & RETURNED BY ALL NEW VENDORS**

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Notes: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.