VIRGINIA DEPARTMENT OF TRANSPORTATION
2 STEP INVITATION FOR BIDS (2 Step IFB)

Issue Date: 12/22/2011

Title: Occupational Safety and Health Training Classes

Location of Services – Statewide

Description: “Occupational Safety and Health” Department of Transportation (DOT) Training.

Issuing Agency: Commonwealth of Virginia
Virginia Department of Transportation (VDOT)
Central Office Mail Center – Loading Dock Entrance
1401 East Broad Street
Richmond, Virginia 23219
Attention: Calisha “Coko” Williams

Location Where Work Will Be Provided: Statewide

Period of Contract: 12 months from date of award of the contract. (Renewable)

MANDATORY PRE-BID CONFERENCE: A Mandatory Pre-bid Conference will be held for this solicitation on January 5, 2012 at 10:00 a.m. Refer to Section VI. Mandatory Pre-Bid Conference for more details.

Sealed Technical Bids and Price Envelopes in separately sealed envelopes as described herein will be RECEIVED Until 2:00 p.m. January 30, 2012.

Sealed Technical Bids will be OPENED in public on: January 31, 2012 at 2:00 p.m. at VDOT, 1st Fl. 1201 E. Broad St., Richmond, VA 23219.

All Inquiries for Information should be directed in writing to: Calisha “Coko” Williams @ (804) 371-6730 or calisha.williams@VDOT.virginia.gov All questions must be received on or before January 9, 2012 no later than 2:00 p.m.

If Bids are Mailed, Hand Delivered, Sent by FedEx, UPS or other Courier, Send Directly to Issuing Agency Shown Above.

In compliance with this 2 Step Invitation for Bids and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods and/or Services at the Price(s) indicated in the separately sealed Cost Bid Envelope.

This sheet must be signed and returned with technical bid. Do NOT put in sealed Cost Bid Envelope.

Name and Address of Firm: ___________________________________________ Date: ________________________________
By: ___________________________ (Signature In Ink)
Name: ___________________________ (Please Print)
_________________________________________ Fax Number: (___) __________________________
_________________________________________ Tel: (___) __________________________
E-mail Address: ___________________________ Telephone Number: (___) __________________________

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 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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## Attachments:
- A- Vendor Qualification Equipment Inventory Certification Form
- B- Small Business Subcontracting Plan
- C- SWAM Compliance Report
- D- VA State Corporation Commission Form
- E- Contacts
- F- Proprietary Information
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Department of Transportation

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**Event Name:** Safety Training  
**Start Date/Time:** 12/27/2011 13:34:00 EDT  
**Close Date/Time:** 01/30/2012 13:34:00 EDT

**Event Currency:** U3 Dollar  
**Bids allowed in other currency:** No

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**Line 4:**  
**Item ID:** 9907901000  
**Line Qty:** 1.00  
**UOM:** Hour  
**Required:** Yes  
**Reserve Price:** No

**Description:** SAFETY TRAINING AND AWARENESS SERVICES  
**Comments:**  
- Confined Space Entry & Rescue Procedures for Marine Vessels (Train-the-Trainer)  

**THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED**

**Unit Price:**  
**Extended Price:**

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**Line 5:**  
**Item ID:** 9907901000  
**Line Qty:** 5.00  
**UOM:** Hour  
**Required:** Yes  
**Reserve Price:** No

**Description:** SAFETY TRAINING AND AWARENESS SERVICES  
**Comments:**  
- Confined Space Hazard Awareness  

**THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED**

**Unit Price:**  
**Extended Price:**

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**Line 6:**  
**Item ID:** 9907901000  
**Line Qty:** 10.00  
**UOM:** Hour  
**Required:** Yes  
**Reserve Price:** No

**Description:** SAFETY TRAINING AND AWARENESS SERVICES  
**Comments:**  
- Cranes: Operator Qualification  

**THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED**

**Unit Price:**  
**Extended Price:**
Commonwealth of Virginia  
Department of Transportation

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Event Currency: US Dollar  
Bids allowed in other currency: No

Submit To: VA Dept of Transportation  
VDOT Central Office Mail Center – Loading Dock Entrance  
1401 E Broad St  
Richmond, VA 23219  
United States

Contact: WILLIAMS, CALISHA  
Phone:  
Email: calisha.williams@vdot.virginia.gov

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|      | Required: Yes Reserve Price: No |
|      | Description: SAFETY TRAINING AND AWARENESS SERVICES |
|      | Comments: Cranes: Qualified Signal Person  
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED |
| 9    | 9907701000 | 5.00    | Hour |             |               |
|      | Required: Yes Reserve Price: No |
|      | Description: SAFETY TRAINING AND AWARENESS SERVICES |
|      | Comments: Electrical Hazard Awareness  
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED |
## Event Details (cont.)

**Commonwealth of Virginia**  
**Department of Transportation**

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**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

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**Submit To:** VA Dept of Transportation  
**VDOT Central Office Mail Center – Loading Dock Entrance**  
**1401 E Broad St**  
**Richmond, VA 23219**  
**United States**

**Contact:** WILLIAMS, CALISHA  
**Phone:**  
**Email:** calisha.williams@vdot.virginia.gov

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**Line:** 10  
**Item ID:** 9997701000  
**Line Qty:** 15.00  
**UOM:** Hour  
**Required:** Yes  
**Reserve Price:** No

**Unit Price:**  
**Extended Price:**

**Description:** SAFETY TRAINING AND AWARENESS SERVICES

**Comments:**  
- Electrical Safety - Electricians
  
  THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

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**Line:** 11  
**Item ID:** 9997701000  
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**UOM:** Hour  
**Required:** Yes  
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**Unit Price:**  
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**Description:** SAFETY TRAINING AND AWARENESS SERVICES

**Comments:**  
- Emergency Action Planning
  
  THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

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**Line:** 12  
**Item ID:** 9997701000  
**Line Qty:** 5.00  
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**Required:** Yes  
**Reserve Price:** No

**Unit Price:**  
**Extended Price:**

**Description:** SAFETY TRAINING AND AWARENESS SERVICES

**Comments:**  
- Excavation Hazard Awareness
  
  THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED
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**Commonwealth of Virginia**  
**Department of Transportation**

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**Event Currency:** $US Dollar  
**Bids allowed in other currency:** No

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Commonwealth of Virginia
Department of Transportation

Submit To: VA Dept of Transportation
VDOT Central Office Mail Center – Loading
Dock Entrance
1401 E Broad St
Richmond, VA 23219
United States

Contact: WILLIAMS, CALISHA
Phone: Email: calisha.williams@vdot.virginia.gov

Event ID: 5G100-90101500C14 Format: Sell Type: Two Step Sealed Bidding Page 7
Event Round: Version 1
Event Name: Safety Training
Start Date/Time: 12/27/2011 13:34:00 EDT
Close Date/Time: 01/19/2012 11:34:00 EDT

Event Currency: US Dollar
Bids allowed in other currency: No

Line: 16 Item ID: 9997701000 Line Qty: 10.00 UOM: Hour
Required: Yes Reserve Price: No
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Portable Fire Extinguishers (Initial Hands-On)
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 17 Item ID: 9997701000 Line Qty: 10.00 UOM: Hour
Required: Yes Reserve Price: No
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Flammables and Combustibles Hazard Awareness
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 18 Item ID: 9997701000 Line Qty: 20.00 UOM: Hour
Required: Yes Reserve Price: No
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- HAZCOM - Hazard Communication Coordinators
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Unit Price: Extended Price: null
Event Details (cont.)

Commonwealth of Virginia
Department of Transportation

Event ID: 500-00615000014
Event Round: 1
Event Name: Safety Training
Start Date/Time: 12/27/2011 11:34:00 EDT
Close Date/Time: 01/30/2012 11:34:00 EDT
Event Currency: US Dollar
Bids allowed in other currency: No

Submit To: VA Dept of Transportation
VDOT Central Office Mail Center – Loading Dock Entrance
1401 E Broad St
Richmond, VA 23219
United States
Contact: WILLIAMS, CAUSHAN
Phone: calisha.williams@vdot.virginia.gov
Email: calisha.williams@vdot.virginia.gov

Line: 19 Item ID: 9907781000 Line Qty: 2.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: Extended Price:
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- HAZCOM - Chemical in Lab - Hazard Communication
  THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 20 Item ID: 9907781000 Line Qty: 10.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: Extended Price:
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- HAZMAT - Recognizing Placards and Labels for Hazardous Materials
  THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 21 Item ID: 9907781300 Line Qty: 2.00 UOM: Each
Required: Yes Reserve Price: No
Unit Price: Extended Price:
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- HAZWOPER - Hazardous Waste Operation and Emergency
  THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED
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**Department of Transportation**

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### Safety Training

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**Event Currency:**  US Dollar  
Bids allowed in other currency:  No

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**Item ID:** 9907701300  
**Line Qty:** 2.00  
**UOM:** Each  
**Required:** Yes  
**Reserve Price:** No

**Description:** SAFETY TRAINING AND AWARENESS SERVICES

**Comments:** - HAZWOPER - Hazardous Waste Operation and Emergency Response Refresher  

**THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED**

### Line 23

**Item ID:** 9907701000  
**Line Qty:** 2.00  
**UOM:** Hour  
**Required:** Yes  
**Reserve Price:** No

**Description:** SAFETY TRAINING AND AWARENESS SERVICES

**Comments:** - Hearing Conservation  

**THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED**

### Line 24

**Item ID:** 9907701000  
**Line Qty:** 2.00  
**UOM:** Hour  
**Required:** Yes  
**Reserve Price:** No

**Description:** SAFETY TRAINING AND AWARENESS SERVICES

**Comments:** - Lead Safety & Refresher  

**THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED**
Event Details (cont.)

Commonwealth of Virginia
Department of Transportation

Event ID: 50199-0000150034  Event Round: 1
Format: PDF  Page: 10
Type: Two Step Sealed Bidding

Submit To: VA Dept of Transportation
VDOT Central Office Mail Center – Loading Dock Entrance
1401 E Broad St
Richmond, VA 23219
United States
Contact: CALISHA WILLIAMS
Phone:  
Email: calisha.williams@vdot.virginia.gov

Event Currency: US Dollar
Bids allowed in other currency: No

Line: 25  Item ID: 9907731000  Line Qty: 10.00  UOM: Hour
Required: Yes  Reserve Price: No
Unit Price:  
Extended Price:  
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- LOTO - Authorized Employee Lockout/Tagout

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 26  Item ID: 9907731000  Line Qty: 10.00  UOM: Hour
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Unit Price:  
Extended Price:  
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Miss Utility Reinforcement

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 27  Item ID: 9907731000  Line Qty: 10.00  UOM: Hour
Required: Yes  Reserve Price: No
Unit Price:  
Extended Price:  
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- OSHA Outreach for Construction Standards - 10 hours

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED
### Event Details (cont.)

**Commonwealth of Virginia**  
**Department of Transportation**

<table>
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<th>Format</th>
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<td>Version</td>
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<td>Start Date/Time</td>
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<td>12/07/2011 13:34:00 EDT</td>
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**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

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| 28   | 9907701000 | 10.00 | Hour | Yes      | No           | SAFETY TRAINING AND AWARENESS SERVICES | - OSHA Outreach for Construction Standards - 30 hours  
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED |

| 29   | 9907701000 | 10.00 | Hour | Yes      | No           | SAFETY TRAINING AND AWARENESS SERVICES | - OSHA Outreach for General Industry Standards - 10 hours  
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED |

| 30   | 9907701000 | 10.00 | Hour | Yes      | No           | SAFETY TRAINING AND AWARENESS SERVICES | - OSHA Outreach for General Standards - 30 Hours  
THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED |
Event Details (cont.)

Event ID: 50100-0009150004
Event Type: Two Step Sealed Bidding
Event Round: 1
Event Name: Safety Training
Start Date/Time: 12/27/2011 13:34:00 EST
Close Date/Time: 01/10/2012 13:11:00 EST
Event Currency: US Dollar
Bids allowed in other currency: No
Submit To: VA Dept of Transportation
VDOT Central Office Mail Center – Loading Dock Entrance
1401 E Broad St
Richmond, VA 23219
United States
Contact: WILLIAMS, CALISHA
Phone: Email: calisha.williams@vdot.virginia.gov

Line: 31 Item ID: 3997701000 Line Qty: 5.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: Extended Price:
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Recordkeeping for OSHA

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 32 Item ID: 3997701000 Line Qty: 10.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: Extended Price:
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Respiratory Hazard Awareness

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 33 Item ID: 3997701000 Line Qty: 10.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: Extended Price:
Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Tree & Brush Cutting Hazard Awareness

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED
Event Details (cont.)

Commonwealth of Virginia
Department of Transportation
Submit To: VA Dept of Transportation
VOOT Central Office Mail Center – Loading Dock Entrance
1401 E Broad St
Richmond, VA 23219
United States
Contact: WILLIAMS, CALISHA
Phone: calisha.williams@vdot.virginia.gov

Event ID: 50100-0000150834
Format: BID
Type: Two Step Sealed Bidding
Page: 13
Event Round: 1
Version: 1

Event Name: Safety Training
Start Date/Time: 12/27/2011 13:34:00 EDT
Close Date/Time: 01/30/2012 11:34:00 EDT

Bids allowed in other currency: No
Event Currency: US Dollar

Line: 34 Item ID: 9997701000 Line Qty: 5.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: 
Extended Price: 

Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Welding and Cutting Hazard Awareness (for Non-Welders)

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 35 Item ID: 9997701000 Line Qty: 5.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: 
Extended Price: 

Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Welding Safety (for Welders)

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 36 Item ID: 9997701000 Line Qty: 10.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: 
Extended Price: 

Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Wheel Rims (Single piece and Multipiece rim wheels)

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED
Event Details (cont.)

Commonwealth of Virginia
Department of Transportation

Submit To: VA Dept of Transportation
VDOT Central Office Mail Center – Loading Dock Entrance
1401 E Broad St
Richmond, VA 23219
United States

Contact: WILLIAMS, CALISHA
Phone: __________________________
Email: calisha.williams@vdot.virginia.gov

Event ID: 9907701200
Event Type: Bidding
Event Name: Safety Training
Start Date/Time: 12/27/2011 13:34:00 EDT
Close Date/Time: 01/10/2012 11:14:00 EDT
Event Currency: US Dollar
Bids allowed in other currency: No

Line: 37 Item ID: 9907701200 Line Qty: 120.00 UOM: Each
Required: Yes Reserve Price: No
Unit Price: __________________________ Extended Price: __________________________

Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Adult CPR (Cardio-Pulmonary Resuscitation) includes Automated External Defibrillator (AED) - with a minimum of two year nationally recognized certification.

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 38 Item ID: 9907701000 Line Qty: 120.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: __________________________ Extended Price: __________________________

Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Bloodborne Pathogens

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED

Line: 39 Item ID: 9907701000 Line Qty: 120.00 UOM: Hour
Required: Yes Reserve Price: No
Unit Price: __________________________ Extended Price: __________________________

Description: SAFETY TRAINING AND AWARENESS SERVICES
Comments:
- Confined Space Entry for the Competent Person

THE UNIT OF MEASURE (UOM) HOURS SHALL BE CHANGED TO EACH (EA) TO REPRESENT EACH CLASS TO BE OFFERED
Event Details (cont.)

Commonwealth of Virginia  
Department of Transportation

Event ID: 50100-0000150034  
Event Round: 1  
Event Name: Safety Training  
Start Date/Time: 12/27/2011 13:34:00 EDT  
Close Date/Time: 02/10/2012 13:34:00 EDT  
Event Currency: LS Dollar  
Bids allowed in other currency: No

Submit To: VA Dept of Transportation  
VDOT Central Office Mail Center – Loading Dock Entrance  
1401 E Broad St  
Richmond, VA 23219  
United States  
Contact: WILLIAMS, CALISHA  
Phone:  
Email: calisha.williams@vdot.virginia.gov

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<td>Comments:</td>
<td>Fall Protection with Personal Fall Arrest Systems for Competent Person.</td>
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## Event Details (cont.)

**Commonwealth of Virginia**  
**Department of Transportation**

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**Event Round**: 1  
**Event Name**: Safety Training  
**Start Date/Time**: 12/27/2011 13:34:00 EDT  
**Close Date/Time**: 01/10/2012 11:34:00 EDT

**Event Currency**: US Dollar  
**Bids allowed in other currency**: No

---

**Submit To**: VA Dept of Transportation  
**VDOT Central Office Mail Center – Loading Dock Entrance**  
**1401 E Broad St**  
**Richmond, VA 23219**  
**United States**

**Contact**: WILLIAMS, CALISHA  
**Phone**:  
**Email**: calisha.williams@vdot.virginia.gov

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Total Amount #: [ ]
I. PURPOSE:

The Virginia Department of Transportation (herein referred to as “VDOT” or as “Department”) an Agency of the Commonwealth of Virginia, is soliciting sealed bids from qualified firms capable of meeting all the service requirements outlined herein. The intent of this combined 2-Step Invitation for Bid (IFB) is to establish a contract with a firm or firms who possess specific qualifications, knowledge and skills in conducting training in the areas of Occupational Safety and Health for the construction, general industry and maritime trades. Approximately 4500 personnel are in need of occupational safety and health training in various areas throughout Virginia as part of VDOT’s Loss Control Plan. The specific classes, their dates, and locations will be identified after award.

PERIOD OF CONTRACT: The term of the contract shall be 12 months from date of award of the contract with four (4) successive one (1) year renewal options.

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to Ms. Calisha Williams at (804) 371-6730 or email at calisha.williams@VDOT.virginia.gov.

III. GENERAL:

For the purpose of clarification, each firm receiving this Invitation for Bid 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 Invitation for Bid (IFB) 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. INSTRUCTIONS FOR TWO-STEP BIDDING:

A. VDOT will utilize a combined two-step bidding process to obtain a contract to provide a variety of occupational safety and health classes by qualified instructor(s) in multiple locations or Districts throughout the Commonwealth. A combined two-step bid process requires Bidders who respond to the solicitation to simultaneously furnish an un-priced technical bid in one sealed envelope and their bid prices in a second sealed envelope. Responses are to be submitted in two (2) separate sealed envelopes, one marked “Technical Bid” and the other “Bid Price”. Bidders are responsible to identify both the “Technical Bid” and the Bid Price” envelopes with the Bidder’s company name, address, and IFB reference number.

B. The technical bid will be opened and evaluated. Only the price envelopes for those technical bids selected as acceptable will be opened and the award made to the lowest responsive and responsible Bidder. There is no negotiation in the procurement process; however, the Commonwealth at its option may request information from a Bidder to clarify material contained within the technical bid to determine responsiveness. The award document will incorporate the terms and conditions of the solicitation and include the Bidder’s technical bid and their bid price. The price envelopes for those bids determined to be not acceptable will be returned unopened.

V. SPECIFICATIONS / CONTRACT REQUIREMENTS:

A. SCOPE OF WORK

1. The Contractor shall provide a variety of Occupational Safety and Health training courses during the period of this contract to agency employees, either on site or by video conference, as indicated in the table below. If classes are video conference, a proctor shall be provided by VDOT. The Occupational Safety and Health courses shall provide safety education, knowledge and/or skills to students meeting the requirements of the Occupational Safety and Health Administration (OSHA), Virginia Department of Labor and Industry and U.S. Department of Transportation. A list of potential classes for instruction within VDOT includes, but is not limited to:
### Administrative Services
#### Procurement Section
#### Occupational Safety and Health Training Classes
#### Statewide
#### IFB # 150034

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<th>Line Item #</th>
<th>SUBJECT</th>
<th>Video Conference</th>
<th>REGULATION/STANDARD</th>
<th>Estimated Number of Classes per Year</th>
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<td>Asbestos - Authorized Asbestos Worker or Supervisor</td>
<td>No</td>
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<td>Blood borne Pathogens Instructor Trainer</td>
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<td>1910.1030(g)(2)(i), 1926.21(b)(4)</td>
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<td>3</td>
<td>Concrete and Masonry Construction</td>
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<td>4</td>
<td>Confined Space Entry &amp; Rescue Procedures for Marine Vessels (Train-the-Trainer)</td>
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<td>Confined Space Hazard Awareness</td>
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<td>1910.601, 1926.21(b)(6)</td>
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<td>6</td>
<td>Cranes: Operator Qualification</td>
<td>No</td>
<td>1926.550(a)(5 and 6), 1926.550(g), 1926.1427</td>
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<td>Cranes: Qualified Rigger</td>
<td>No</td>
<td>1910.184, 1915.112(c)(5), 1926.1404(r)(1)</td>
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<td>Electrical Hazard Awareness</td>
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<td>1910.332(a) and (b)(2)</td>
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<td>Electrical Safety –Electricians</td>
<td>No</td>
<td>1910.332(a) and (b)(1), DGS Building Requirement for license electricians</td>
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<td>1910.38, 1926.(e)(2)</td>
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<td>Excavation Hazard Awareness</td>
<td>Yes</td>
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<td>1926.21(b)(2)</td>
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<td>Portable Fire Extinguishers (Initial Hands-on)</td>
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<td>Yes</td>
<td>1910.106(b)(5)(v)(2) and (3) 1926.21(b)(5)</td>
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<td>No</td>
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<td>HAZMAT - Recognizing Placards and Labels for Hazardous Materials</td>
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<td>HAZWOPER - Hazardous Waste Operation and Emergency</td>
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<td>1910.120(e)(8)</td>
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</tr>
<tr>
<td>32</td>
<td>Respiratory Hazard Awareness</td>
<td>Yes</td>
<td>1926.55(a)</td>
<td>10</td>
<td>2</td>
</tr>
<tr>
<td>33</td>
<td>Tree &amp; Brush Cutting Hazard Awareness</td>
<td>Yes</td>
<td>1910.266(i)(1), VA Unique 16 VAC 25-73 Arbor culturist/Tree Trimming Std</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>34</td>
<td>Welding and Cutting Hazard Awareness (for Non-Welders)</td>
<td>Yes</td>
<td>1910.252-1910.256</td>
<td>5</td>
<td>2</td>
</tr>
</tbody>
</table>
2. The courses identified below will be incorporated into this contract upon expiration of the existing contracts between February and March 2012.

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>SUBJECT</th>
<th>Video Conference Yes/No</th>
<th>REGULATION/STANDARD</th>
<th>Estimated Number of Classes Per Year</th>
<th>Maximum Class Time (Hrs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Adult CPR (Cardio-Pulmonary Resuscitation) includes Automated External Defibrillator (AED) - with a minimum of two year nationally recognized certification</td>
<td>No</td>
<td>1910.151(b), 1915.98(a), 1926.21(b)(4), 1926.50(c ), 1910.266 Appendix B</td>
<td>140</td>
<td>3</td>
</tr>
<tr>
<td>B</td>
<td>Bloodborne Pathogens</td>
<td>No</td>
<td>1910.1030(g)(2)(i), 1926.21(b)(4)</td>
<td>140</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>Confined Space Entry for the Competent Person</td>
<td>No</td>
<td>1910.146(g)(1), 1926.21(b)(6)</td>
<td>30</td>
<td>8</td>
</tr>
<tr>
<td>D</td>
<td>VDOT and USDOT Drug and Alcohol Course for Employees/Supervisors</td>
<td>Yes</td>
<td>49 CFR 382.601</td>
<td>20</td>
<td>4</td>
</tr>
<tr>
<td>E</td>
<td>Excavation – Competent Person</td>
<td>No</td>
<td>1926.651</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>F</td>
<td>Fall Protection with Personal Fall Arrest Systems for Competent Person</td>
<td>No</td>
<td>1926.503(a)(1)</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>G</td>
<td>First Aid ( with a minimum of three year nationally recognized certification )</td>
<td>No</td>
<td>1910.151(b), 1915.98(a), 1926.21(b)(4), 1926.50(c ), 1910.266 Appendix B</td>
<td>75</td>
<td>3</td>
</tr>
</tbody>
</table>
3. The Contractor shall supply a sufficient number of Instructors to adequately deliver the class requirements. The Contractor shall be responsible to supply all training literature and materials necessary for the class presentation. The cost of materials and travel expenses shall be included in the bid price and will not be paid separately.

4. No classes will be taught without prior written approval of the Contract Administrator.

5. The training shall meet or exceed the requirements for compliance as defined by the Virginia Department of Labor and Industry, U.S. Occupational Safety & Health Administration (OSHA), U.S. Department of Transportation, and U.S. Coast Guard. The training content shall be guided by related nationally recognized standards, American National Standards Institute (ANSI), American Society for Testing of Materials (ASTM), National Fire Protection Association (NFPA), and others, as applicable. Instructors teaching course(s) must possess demonstrated qualifications, see section “C- Qualifications”, before instructing students. The Contractor shall provide notification of any changes to any of the approved material after the initial material has been accepted by VDOT. These changes may be as a result of regulatory changes, or of changes in the procedures that were to be followed prior to the change. After having been reviewed and accepted for use, by VDOT, as a result of any regulatory changes that may have occurred they may be then used for presentation to VDOT employees. All material, provided by the Contractor, will be reviewed for content by VDOT.

6. The Contractor shall designate one (1) individual, the Vendor Liaison, whom the Contract Administrator will maintain communication about services throughout the duration of the contract. Connection with VDOT Virtual University will be authorized upon award of the contract to the Vendor Liaison, or other designated point of contact, as the administrative system provides access to course schedules, rosters, etc. The Vendor Liaison and the Contract Administrator shall have monthly meetings for the duration of the contract. At the discretion of the Contract Administrator these meetings may be via teleconference or held in person.

B. TRAINING REQUIREMENTS
VDOT strives to be in compliance with all applicable safety regulations and believes that all employees should be provided a workplace free from recognized health and safety hazards. The Safety and Performance Management Division (SPMD) supports the VDOT managers and employees in maintaining an acceptable level of production by developing and maintaining safety and health programs which minimize risks to the employees, property, and to the public.

1. Safety training instruction will be monitored by the VDOT Compliance Managers. VDOT reserves the right to actively monitor all classes. Monitors will not be considered when determining class size. Where Video Conferencing is used for presentation, there will only be a charge for one class conducted regardless of how many video locations are involved in the presentation.

2. The course shall combine various methods of presentation including:
   2.1. Behavior Modeling
   2.2. Critique
   2.3. Demonstration
   2.4. Practice Exercises
   2.5. Drills
   2.6. Competition Awards
   2.7. Peer-Assisted Learning
   2.8. Role Rotation

C. QUALIFICATIONS
The instructor shall be familiar with state-of-the-art training and safety information sharing (for example, video-conference training). Instructors teaching each course must possess demonstrated qualifications (Characteristics and Education) as shown below.

1. Characteristics:
   1.1. Possess significant occupational experience for the subject matter to be instructed.
   1.2. Possess experience in instructing state, municipal, or local public works maintenance or construction workforces.
1.3. Possess experience in leading and providing technical instruction to adults.
1.4. Demonstrated communication skills with all levels of management.

2. Minimum Education:
   2.1. High school degree or equivalent.
   2.2. Certificate of Successful Completion of training in providing technical skills education to adults or equivalent.
   2.3. Instructor credentials from nationally recognized safety program.
   2.4. Specific training from a primary source (such as manufacturer, distributor or supplier; nationally recognized industrial association or program).

Bidders shall submit each instructor’s qualifications such as demonstrated training, experience, and/or instruction, which shall be shown by presenting:

1. Description of the individual’s relevant expertise and their role with delivery of this training.
2. Copy of each relevant certificate/credential/authorization for each instructor.
3. Include the professional biographies that specifically address how these instructors meet or exceed the work described.

3. Samples of the training programs with written curriculum previously presented to other organizations showing similar or equal to the program specified in the solicitation. Various safety and health classes are required or recommended by the Occupational Safety and Health Administration (OSHA), Virginia Department of Labor and Industry and U.S. Department of Transportation. These classes are subject to being instructed to meet the needs of VDOT during the duration of this contract and include, but are not limited to, the following list of safety and health topics as shown in Section V.A.1. Scope of Work (page 17). The written curriculums for each class is NOT required for the bid evaluation; submit ONLY one (1) of the selected training programs below.

The samples of training programs/curriculums shall include as a minimum:
   3.1. Student Certificates
   3.2. Copy of the Instructor Presentation with notes
   3.3. Copy of the Student Materials
   3.4. Copy of training aids, audio-visual media (such as PPT, DVD, VHS)
   3.5. Description of any training aids, audio-visual displays that cannot be copied
   3.6. Other materials related to the training program

The sample of selected programs must cover the following safety topics:
   3.7. Cranes Safety
   3.8. Excavation Safety for the Competent Person
   3.9. Electrical Safety Related Work Practices
   3.10. Fall Protection for the Competent Person
   3.11. OSHA Outreach Class for General Industry – 10 Hour

D. CONTRACTOR’S RESPONSIBILITIES
The Contractor shall designate a representative, the Vendor Liaison, whom the Contract Administrator will maintain communication about services throughout the duration of the contract. The Contractor shall stay current to the applicable regulations, national consensus standards and industry-related safety information.

1. Agency Program, Policies and Regulations. The Contractor shall stay current to the regulations (such as 29 CFR 1910, 1915 and 1926) and national consensus standards (such as ANSI Z87.1 and ASTM F2413). In addition, the Contractor shall teach in accordance with federal and Virginia regulation and VDOT safety policies.

2. Virtual University.
   Authorization will be granted, upon award, for the Vendor Liaison, or other designated point of contact, to connect with VDOT’s Virtual University to access the course schedule, rosters and administrative system. Upon completion of the class, the Contractor shall be responsible to append each roster to close the class in Virtual University with notation of success/failure to pass subject class noting as appropriate any test score. The Vendor Liaison or other
designated contact will receive training from the VDOT Center of Learning Services on the process to access and append rosters.

3. Training Materials
   The Contractor shall provide an up-to-date training program that meets the needs of the VDOT’s supervisors, mariners and other employees. VDOT will approve the full training program prior to delivery of this training. Each attendee will receive a copy of the student training materials including the appropriate VDOT Policy supplied to the Contractor. VDOT will provide the Contractor, via e-mail, an electronic version of Microsoft Word copies of relevant VDOT Policies after award. The Contractor shall be responsible for reproducing the necessary number of copies of materials for each student attending the classes. Should the Contractor have a change in sub-contractors during the length of the contract, the new sub-contractors material shall fall under the same review of training material requirements as at the beginning of the contract before the material can be presented to VDOT employees.

4. Learning Differences
   Provision shall be made to accommodate those students who may have learning differences.

5. Reporting Requirements.
   5.1. The following documentation is required for each class and shall be submitted within fifteen (15) calendar days following delivery of training:
      a. Roster of students for the class with original signatures: The roster must be appended for closure (pass/failure/did not attend), for each class, within fifteen (15) days after the end of the class. Classes will not be paid for without closing the roster(s). The roster will be downloaded (exported) from the Virtual University. The instructor will ensure that any students added to the roster verify the spelling of their names, and each name is legible. Rosters are to contain proper names as on personnel records (Nicknames are not found in Virtual University.) A copy of the roster will be made at the time of the class and turned over to the appropriate District Trainer.
      b. Student evaluations for the class: Evaluations will be collected at each class and summarized before being submitted with each invoice. Content of the evaluation will be discussed at time of award. The evaluation shall not exceed one page. A Liker scale may be used for this purpose; however, the evaluation must include a “Comment Section” and a section for the employee’s name.
   5.2. If attendance is less than the scheduled number of students, the Contractor shall report to the SPMD Contract Administrator and District Trainer within one (1) hour of the beginning of the class.
   5.3. Periodic Reports: The following reports are to be submitted periodically throughout the performance of this contract:
      a. Weekly: An update confirmation of the projected schedule of classes per district for the next four (4) weeks
      b. Monthly: A projected training scheduling plan for the next one-hundred-eighty (180) days as compared to the overall training requests within the contract
      c. Monthly: A course evaluation summary of student evaluations per completed per district with a total number of students attending per class. A compilation of each of the class ratings will be included in the class evaluation summary
      d. Monthly and Quarterly: A completion report of total classes conducted by courses as listed in the contract and by the total classes of courses per district

6. Class Presentation Requirements
   For each established class, the Contractor shall provide all Instructors and materials necessary to present the training which include, but are not limited to:
   6.1. Instructor(s)
   6.2. Instructional materials for each student. Where Video Training Conferencing (VTC) is used, electronic delivery will be made of student materials through the VDOT’s Virtual University or OUTLOOK.
   6.3. Other materials including training aids necessary so that decision-making skills of each student may be evaluated.
   6.4. VCR/monitor/projection system capable of being viewed by all employees (do not assume the availability of DVD or VCR/monitor/projection systems at all locations)
E. VDOT RESPONSIBILITIES
1. VDOT will provide, upon contract award, the applicable VDOT Safety Policies, and any update to the policy should there be a change.
2. VDOT will furnish appropriate classroom facilities, access information, and facility points-of-contact. The classes may be delivered at various sites located throughout the state using VDOT facilities, other state government and community college facilities, and local fire and/or rescue stations.
3. VDOT will have students arrive on time and follow instructor guidelines on breaks and meal times.
4. VDOT will ensure that employees dress appropriately for active class involvement.
5. Many VDOT facilities are furnished with DVD or VCR/monitor/projection system capable of being viewed by all participants; but do not assume the availability of DVD or VCR/monitor/projection systems at all locations.

F. TRAINING EVALUATION
Per applicable standards of the ANSI/ASSE Z490.1-2001 (American National Standards Institute/American Society of Safety Engineers), “Criteria for Accepted Practices in Safety, Health and Environmental Training,” each instructor must evaluate the training provided measuring the following:
1. Student’s possession of knowledge, skills, abilities, and attitudes;
2. Trainer’s ability to effectively transfer knowledge, skill and abilities, or attitudes to the employees;
3. Student’s satisfaction with the training experience; and
4. Ability of the training to contribute to the organization goals.

G. DELIVERY OF CLASSES
Classes shall be delivered without sponsorship or commercialization.

Upon scheduling of classes by the Contractor, the Contractor shall complete the scheduled training session unless an extreme emergency, as determined by VDOT (such as weather or natural emergency or disaster), has been established. If the Contractor should fail to present training for an already scheduled class for other than an extreme emergency, approved by VDOT, this will result in the Contractor paying a cancellation penalty for each class of $250.00 for the first cancellation, and then progress in $50.00 increments per occurrence up to a maximum of $500.00 per class cancelled.

Failure to complete two (2) scheduled training classes, for other than an emergency, as determined by VDOT, per any calendar year may result in cancellation of the contract for non-performance at the discretion of VDOT.

Upon contract award, the Contractor shall deliver classes within three (3) weeks having completed all documentation necessary to security clearance, access, and materials. Failure of the Contractor to complete all documentation for security clearance, access, and materials necessary within three (3) weeks in order to provide training will result in a penalty of $500.00.

Upon contract award, the Contractor will be authorized to connect with VDOT’s Virtual University
1. The estimated class size will vary between 10-40 employees, with an anticipated average class size of 20 students at the class delivery location.
2. More than one class may be held within VDOT on any given day.
3. Use of VTC will increase the number of available locations and may increase the total number of students.

H. CLASS REQUEST PROCESS
1. The details of scheduling classes will be reviewed after award. When a request is made for a class, the Contractor must respond, in writing, within 48 hours and be able to schedule the class on the date or within five (5) days of the requested date. VDOT will pay for each class per bid price. A schedule will require coordination between the Contract Administrator, the Contractor Representative, and the Statewide Training Points of Contacts. Through VDOT’s Virtual University, the Contractor will access:
   1.1. class dates
   1.2. class locations
   1.3. class size
   1.4. download class roster
2. VDOT reserves the right to request cancellation of a class with at least 72 hours notice and not be charged the administrative cancelled class fee. Only if less than 72-hrs notice to cancel a class is given, will VDOT pay the administrative cancelled class fee, see below.

   2.1. VDOT reserves the right to reschedule a class if necessary due to emergency conditions that require students to perform emergency operations (e.g. plow snow, spread chemicals, clear obstructions such as tree, mud, dirt, or rocks).

   2.2. If a class should need to be rescheduled, the make-up date shall be within 60 calendar days of the original scheduled class date. There will be no fee for rescheduling or price adjustment to the original class fee.

3. If the instructor does not appear within 30 minutes prior to the scheduled start time for a class as registered in Virtual Campus, the students will be dismissed at the class start time, and the Contractor will pay a non-appearance fee for the instructor, see below.

The following fees listed below are subject for implementation for the duration of the contract including any contract renewals:

1. The penalty for delay of initial delivery $500.00
2. The administrative cancelled class fee is $150.00 (to be paid by VDOT).
3. The non-appearance fee is $150.00.

By submitting a bid, the Bidder concurs that the dollar figures given for fees are appropriate for the damages incurred.

**SECURITY, BACKGROUND CHECKS AND IDENTIFICATION BADGES – See Special Term and Condition #21**

VI. MANDATORY PRE-BID CONFERENCE: A mandatory prebid conference will be at 1:00 p.m. on Thursday, January 5, 2012 at 1221 E. Broad St., Richmond, VA 23219 in the Auditorium, Conference Room #3. In order to access the Auditorium participants are required to show a picture I.D. at 1401 E. Broad St, Richmond, VA 23219. Participants shall allow adequate time to reach the Auditorium prior to the 1:05 p.m., deadline. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented at this prebid conference. Attendance at the conference will be evidenced by the representative’s signature on the attendance/ sign in roster. Bidders shall allow themselves adequate time to find parking. NO ONE WILL BE ADMITTED TO THE AUDITORIUM AFTER 1:05 p.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VII. METHOD FOR 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 work performance in accordance with the specification described in the solicitation.

VIII. INVOICING:

A mailed invoice is the only invoice accepted for payment. A single invoice may be submitted for multiple classes bi-monthly with all required service delivery documentation. The invoice received will be stamped upon receipt within the Division. An accurate invoice will be submitted for each class reflecting charges on a ‘per class’ basis. The invoice must include the following:

- A distinctive invoice number,
- The invoice date (which will not be prior to the class delivery date)
- The contract number;
- The purchase order number;
- The name, address and telephone number of the Contractor;
The invoice total;
The total amount of the purchase order;
The total amount remaining on the purchase order;
And for each line item of the contract/purchase order:
  - The line # of the purchase order;
  - The unit price;
  - The date of class delivery; and
  - The number of students in the class.

The invoice with the appropriate roster shall be mailed to the address below:

VIRGINIA DEPARTMENT OF TRANSPORTATION
SAFETY AND PERFORMANCE MANAGEMENT DIVISION
ATTN: SHARON L. WEERS MORALES, CSP
1401 EAST BROAD STREET
RICHMOND, VIRGINIA 23219

IX. BIDDER’S INSTRUCTION:

A. BID SUBMISSION – REQUIREMENTS:

1. Technical Bid Preparation

   1.1. Return the entire bid package and all addenda acknowledgements, if any, signed and filled out as required. Bids shall be signed by an authorized representative. All information requested must be submitted no later than the closing due date and time stated on the cover page.

   1.2. Bids must include all completed attachments.

   1.3. The technical bid should be not more than 40 pages, single space, not including any attachments. Submit one (1) original and three (3) copies of the technical bid.

   1.4. All documentation must be organized in the same order as the IFB and each page must be numbered and dated. The technical bid must contain a table of contents, which cross references the IFB.

   1.5. Technical bid must be prepared in a manner that provides a straightforward, concise description of the capabilities to satisfy the requirements indicated. The bids must be as detailed as necessary for VDOT to properly evaluate the Bidder’s ability to provide the required services.

   1.6. Each copy of the bid and supporting documentation must be bound or contained in a single document where practical. Trade secrets or proprietary information submitted shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protection of Code of Virginia, 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. See Attachment F, Proprietary Information form.

      a. The classification of the entire bid document, line item price and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder refuses to withdraw an entire classification designation, the bid will be considered non-responsive.

   1.7. The Bidder shall identify a contact person, Attachment E, who will be responsible for coordinating the services and personnel of all parties involved in the response, to include clarifications and requests for further information.
1.8. The Bidder shall provide a minimum of three to five (3-5) corporate references, Attachment A, for agencies, organizations or individuals for whom the Bidder has provided the specific requested good/services. VDOT reserves the right to follow-up with reference checks.

The following documents must be received at VDOT no later than the Bid closing date and time specified on the cover page:

2. **Technical Bid Requirements.** To be considered acceptable the Bidder shall:

2.1. Completely and thoroughly meet the general qualifications and VDOT specific needs and requirements in accordance with the specifications described herein to provide the service.

2.2. Possess qualifications, technical expertise, experience (length of time in business, size of firm, geographic locations), favorable references and a proven track record in providing similar services for state, municipal and local maintenance and construction workforces of any political subdivision and various diverse clients (e.g. large, small, private, and public).

3. **The Technical Bid (sealed envelope 1)**

The Bidder’s technical bid shall specifically address the items listed in Section V. Specification/Contract Requirements and the responses shall clearly identify each item separately. An omission of any of the following requirements from the Bidder’s technical bid may cause the Bidder to be considered non-responsive/unacceptable.

3.1. Instructions to Bidders and Signature Sheet page 1 signed in ink by an authorized Bidder’s representative.

3.2. All Attachments.

3.3. Overview of how the Bidder proposes to furnish the services to VDOT multiple locations identified herein.

3.4. Description of the Bidder’s plan of Services related to each Section of the Specifications. The Bidder shall include the number of employees that will be involved in each Section to carry out in strict compliance with the specific requirements, standards, specifications, policies and procedures provided within VDOT Specifications and Standards and other guidance.

3.5. Qualification and experience of the staff to be assigned to work as instructor(s) on the resulting contract.

   a. Copy of each certificate/credential/authorization for each instructor
   b. Training Team’s organization and personnel and describe the team’s individual relevant expertise and their role under this contract
   c. Include the professional biographies that specifically address how these instructors meet or exceed the work described.

3.6. The written curriculums for each class is **NOT** required for the bid evaluation; submit **ONLY** one (1) of the selected training programs listed in section V.C.3. A sample of the training program with written curriculum does not count against the 40 page maximum stated in section IX. A. 1.3.

4. **Bid Price (sealed envelope 2)**

   a. Completed bid price sheet (Pages 2-16)

No other documents must be included in the bid price envelope.

5. **BID EVALUATION**

5.1. **Evaluation:** Technical Bids will be evaluated by VDOT using the following criteria:

   a. Qualifications and experience of the Bidder, including key staff and project management to illustrate the Instructor’s/team’s training experience.
b. Presentation of training program with curriculum specified on Item 3.6. Include a description of the methods of handling learning differences.

c. Approach to provide training services statewide and additional information which will aid in scheduling and delivery and to improve performance based on past performance(s).

B. RECEIPT OF BIDS / LATE BIDS:

It is the Bidders responsibility to insure 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, (See cover page, Issuing Agency) even if they are received at other VDOT offices/locations will be considered late. **Please note that hand delivered bids will NOT be accepted at the Virginia Department of Transportation, Central Office ASD (Bid Tab), 1201 East Broad Street, Richmond, Virginia, 23219 location.**

For instructions for Identification of Bid Envelope see Special Term #16.

Technical Bids will be opened at the time and place stated on the cover page, and their contents made public for the information of Bidders and others interested who may be present either in person or by representative. 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 outside of a sealed envelope.

X. 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](http://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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All Bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid 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.

b. 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:

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. 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.

e. 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.

f. 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 shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Bidders 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.

XI. **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 state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by VDOT and upon mutual agreement of the Contractor. Such modification shall name the specific agency 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 modification.

3. **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.

4. **AWARD:** VDOT will make the award on a Grand Total basis to the lowest responsive and responsible Bidder, however; the award may be made to a reasonably priced DMBE-certified small business bidder that is other than the lowest priced bidder. If the bidder does not wish to charge for a line item write in “No Charge”. Any item quoted as a “No Charge” shall be furnished to VDOT free of charge for the duration of the contract including any contract renewals, (see Section XI, #20 Renewal Clause). Evaluation will be based on unit prices. In case of arithmetic errors, the unit price will govern. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. Discounts for prompt payment will not be considered in making awards. VDOT reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

5. **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 any of its products or services, and the Contractor shall not include VDOT in any client list in advertising and promotional materials.

6. **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.

7. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 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:** Bid shall be in the form of a firm unit price, unless quoting a “No Charge”, for each item during the contract period.

9. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims resulting from operations provided herein. Claims presented to VDOT as a result of operation. Within 30 days of VDOT’s notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the Bidders list.

10. **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.

11. **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.

12. **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.

13. **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, the Bidder agrees that no claims for Contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.

14. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in **multiple** purchase orders 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 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.

15. **EXTRA CHARGES NOT ALLOWED:** The bid price shall include all applicable charges; extra charges will not be allowed.

16. **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  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 the cover page 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.

17. **PRIME CONTRACTOR RESPONSIBILITIES:** The 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. 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.

18. **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 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.
19. **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.

20. **RENEWAL OF CONTRACT:** This contract may be renewed by VDOT for four (4) successive one (1) 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. Price increases will not be allowed for “No Charge” items.

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 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 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.

21. **SECURITY REQUIREMENTS:**

A. All Vendors, Contractors or other Persons accessing VDOT’s CII/SSI material in any form shall be required to comply with VDOT’s *CII/SSI Policy Guide for Employees, Vendors, Contractors or other Persons Accessing VDOT’s CII/SSI.* This guide can be located at: [http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp](http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp)

B. A Criminal History Record Check (CHRC), through the Virginia Capitol Police, shall be required of all employees of the Contractor and all subcontractors of the Contractor for work conducted at, or in support of the VDOT Central Office.
C. A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS), shall be required of all employees of the Contractor and all subcontractors of the Contractor for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).

D. All costs for the CHRC will be the responsibility of the Contractor.

E. All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information.

F. CHRC records search timelines vary depending on records found on file (if any). In the event non-favorable records exist, VDOT reserves the right to approve and deny issuance of any Security Clearance. Upon denial, there are no available appeals.

G. Upon CHRC clearance and approval, Contractor and subcontractor (if any) personnel shall be required to obtain a VDOT issued access identification badge prior to working on VDOT’s premises, unless a written waiver is approved by the PSS.

H. Contractor and subcontractor personnel shall wear VDOT-issued access identification badge at or above waist level on the outermost garment at all times while on VDOT’s premises.

I. For safety concerns regarding the badge display requirement, the VDOT Personnel Security Section, Contact Administrator, Project Manager or designee may waive the above requirement. The Contractor’s employees shall possess the VDOT access identification badge at all times to be available for display.

J. The Contractor shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT’s premises and upon contract expiration. The Contractor shall notify Contract Administrator within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Contract Administrator that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor’s Manual Section 7.20.

K. The Contractor shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later then the next regular business day of finding.

L. In the event of loss, suspected loss or compromise of any VDOT CII/SSI material, the Contractor having possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any VDOT CII/SSI material, notify the VDOT project manager. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Contractor will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the VDOT project manager.

22. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Bidders are required to submit a Small Business Subcontracting Plan. Unless the Bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids. If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime Contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance
SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of VDOT. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime Contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

23. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid, Attachment D, the identification number issued to it by the State Corporation Commission (SCC). Any Bidder 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 a statement describing why the Bidder 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 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.

24. 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.
fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

26. **TERMINATION OF CONTRACT:** 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 the Default term within the 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.
VENDOR QUALIFICATION / EQUIPMENT INVENTORY
CERTIFICATION FORM

ALL VENDORS RESPONDING TO THIS IFB ARE REQUIRED TO COMPLETE ALL ITEMS.

1. Name of Business: __________________________________________________________

2. Name of Owner or Chief Executive Officer: __________________________ Telephone Number: _________________

3. Emergency or After Hours contact name: __________________________ Telephone Number: _________________

4. How many years has the firm been in the business of performing the services called for in this solicitation? _______

5. How many persons are currently employed by the firm? ________________

6. Is the firm currently removed from a vendor list or debarred from doing business with any Commonwealth of Virginia Agency? _____ if yes, explain.

7. Provide the firm name, contact person, email address, telephone and fax numbers of three (3) to five (5) references for which your firm has provided services of the same or similar scope and size as those requested in this solicitation. VDOT reserves the right to contact these references.

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<thead>
<tr>
<th>FIRM’S NAME</th>
<th>CONTACT PERSON</th>
<th>EMAIL ADDRESS</th>
<th>TELEPHONE / FAX #</th>
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Please complete questions 8-10 if equipment requirements are included in the Scope of Work and/or Specifications.

8. List all the equipment intended to be used in performing the services required in this IFB/RFP. Add additional sheets if needed

OWNED EQUIPMENT

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<tr>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
<th>ID#</th>
<th>CAPACITY</th>
<th>COMPLETE DESCRIPTION</th>
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9. If not owned, how will the equipment be obtained within the required time in the event of award?

10. Is any of the equipment listed above currently committed on other contracts including VDOT contracts? _____
If yes, identify which equipment, contract number, location and whom the contract is within the table below.

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>CONTRACT NUMBER</th>
<th>LOCATION WORK IS BEING PERFORMED</th>
<th>CONTRACT OFFICER</th>
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Failure to complete and return Section A or B of this Attachment WILL result in your bid being deemed NON-RESPONSIVE.

If you have any questions contact calisha.williams@vdot.virginia.gov for assistance.

**SPECIAL NOTICE TO BIDDER**

This solicitation contains Attachment B Small Business Subcontracting Plan, **This Attachment must be completed by all Bidders**. Subcontractors included in Section B of the Small Business Participation Plan must be certified as a small business by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of this solicitation to participate in the SWaM Program.

A Bidder’s response of “Not applicable”, “N/A”, “None”, “No Response” or “Pending” in Section A or B (Plans for Utilization of the Small Business Subcontracting Plan) will result in the bid being declared non-responsive if the Bidder is not a DMBE-certified small business and does not plan to subcontract part of the work to a DMBE-certified small business.
Definitions

**Small Business:** "Small business" means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbe.virginia.gov](http://www.dmbe.virginia.gov) (Customer Service).

**Bidder Name:** ____________________________________________________________

**Preparer Name:** ________________________________________________________ **Date:** ___________________________

Instructions

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the Bidder to be declared responsive, the Bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

____ Small Business

____ Small and Women-owned Business

____ Small and Minority-owned Business

Certification number: ___________________________ **Certification Date:** ___________________________
Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

### B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

<table>
<thead>
<tr>
<th>Small Business Name &amp; Address DMBE Certificate #</th>
<th>Status if Small Business is also: Women (W), Minority (M)</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Involvement During Initial Period of the Contract</th>
<th>Planned Contract Dollars During Initial Period of the Contract</th>
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COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
INSTRUCTIONS FOR
SWAM COMPLIANCE REPORT (Form ASD-63)

The Prime Contractor is required to submit a SWaM Compliance Report to the contract administrator on payments made to all subcontractors as specified in Small Business Subcontracting Plan in the Special Terms & Condition to include Small, Women-owned and Minority-owned Business Enterprises (SWaM) certified by DMBE and non-SWaM businesses for the designated quarterly reporting period if required. All amounts paid to certified SWaM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime Contractor to provide evidence of SWaM payments in response to the small business plan provided in the solicitation for this contract.

The instructions below correspond to each item on the report. Please follow the instructions.

1. **Contractor/ Tax I.D. No.**, enter the complete name of the prime Contractor and their federal tax identification number.
2. **Contract Name** indicate the name of the contract as it appears on contract documents.
3. **Contractor/ District** indicate the VDOT responsible district where the contract is being performed. See list of districts in these instructions.
4. **Contract No.** provide contract number.
5. **Period Ending** indicate the reporting period based on the Reporting Schedule listed in these instructions.
6. **Subcontractor/Vendor Telephone Number and Certification Number** enter the names of all subcontractors and suppliers that participate on this contract whether SWaM or not if required. For SWaM vendors please provide the certification number provided by the Virginia Department of Minority Business Enterprise (DMBE).
7. **Tax I.D. No.** enter the tax identification number of the vendor that appears in the preceding column.
8. **SWaM Category S, W, M, None** indicate the SWaM status of each vendor identified as a subcontractor or vendor. This number is issued by DMBE and can be located on their website at www.dmbe.virginia.gov.
9. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
10. **Subcontractor Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above $100,000 and non-SWaM vendors for contracts valued at or above $200,000.
11. **This Quarter** indicate the amount paid to each subcontractor per reporting period. If no payments were made during this period enter $0.
12. **Year to Date** summarizes all payments made to the vendor to date.
13. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subcontractor.

Effective October 5, 2007 all Form ASD-63’s for a particular reporting period shall be submitted preferably in an electronic format to the contract administrator or responsible district personnel by the dates of each calendar year.

### REPORTING SCHEDULE

<table>
<thead>
<tr>
<th>QUARTER</th>
<th>REPORTING PERIOD</th>
<th>DATE DUE TO CONTRACT ADMINISTRATOR</th>
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<tbody>
<tr>
<td>1st</td>
<td>July 1 – September 30</td>
<td>Five (5) working days after the reporting period</td>
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<tr>
<td>2nd</td>
<td>October 1 – December 31</td>
<td>Five (5) working days after the reporting period</td>
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<tr>
<td>3rd</td>
<td>January 1 - March 31</td>
<td>Five (5) working days after the reporting period</td>
</tr>
<tr>
<td>4th</td>
<td>April 1 – June 30</td>
<td>Five (5) working days after the reporting period</td>
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If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT contract administrator or responsible district personnel on the following business day.

### DISTRICTS

<table>
<thead>
<tr>
<th>Central Office</th>
<th>Hampton Roads</th>
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<tr>
<td>Bristol</td>
<td>Fredericksburg</td>
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<td>Salem</td>
<td>Culpeper</td>
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<td>Lynchburg</td>
<td>Staunton</td>
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<td>Richmond</td>
<td>NOVA</td>
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<td>Statewide</td>
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<tr>
<td>(3) Subcontractor/Vendor</td>
<td>(4) Tax I.D. No.</td>
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All amounts paid to subcontractors/vendors are to be reported and submitted by VDOT's quarterly submittal schedule. See instructions.

I/We under penalty of law that the information provided herein is accurate, current and complete to the best of my/our knowledge.

Signature and Title of Company Official ___________________________ Date ______

Print Name and Phone No. of Individual Completing Report ________________
VA 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): □
# NORMAL AND EMERGENCY CONTACTS

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<th>Contact Person’s Name</th>
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<td>Organization</td>
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<td>Address</td>
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<td>Beeper/Pager Number</td>
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<td>After Work Hours – Telephone Number</td>
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<td>After Work Hours – Telephone Number</td>
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**Attachment F -** Proprietary/Confidential Information Summary Form, (a summary sheet of proprietary information), **must** be included in the bid. The classification of the entire bid document, line item prices, and total bid price as proprietary or trade secrets is not acceptable and may result in rejection and return of the bid or a request to change these designations. If you do not wish to classify proprietary information, state **N/A.**

(Note: Price cannot be declared proprietary, and neither can the entire bid; therefore, do not place a confidential/proprietary statement at the beginning of the bid that would apply to all pages, and do not place on every page. Also, do not copyright your bid).

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<th>PAGE NUMBER(S)</th>
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*Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F.*