



Event ID 0000150106

**Generator Inspection, Maintenance & Repair
Richmond District**

“SET-ASIDE FOR SMALL BUSINESS”

Closing Date and Opening Time 2/28/12 @ 3:00 PM

Contract Officer
Kimberly Y. Dobra, VCO
Phone 804-524-6312 Fax 804-524-6223
Email: Kim.Dobra@VDOT.Virginia.gov
Richmond District
Procurement Section
2430 Pine Forest Drive
Colonial Heights, VA 23834

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

TABLE OF CONTENTS

Event ID 0000150106

Event Description – Purpose	Page 1
I. General	Page 1
II. Specifications/Contract Requirements	Page 1 – 4
III. Pre-Bid Conference	Page 4
IV. Invoicing/Method of Payment	Page 4-5
V. Bidder’s Instructions	Page 5
VI. Special Terms and Conditions	Page 6 – 13
Pricing – Line Details	Page 14 – 15
Bidder Information	Page 16
General Terms and Conditions	Page 17 – 22
Attachments:	
A – Vendor Qualification Equipment Inventory Certification Form	
B – List of Generators	
C - VDOT Locations and Directions	

Event Details

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	1
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

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

Event Description

PURPOSE:

The Virginia Department of Transportation (herein referred to as "VDOT") is soliciting bids from interested firms to furnish all technical and professional services, including labor, materials, equipment, transportation and supervision necessary to provide a generator preventative maintenance and repair program for emergency generators located with the VDOT Richmond District.

PERIOD OF CONTRACT: From March 1, 2012 through February 28, 2013 with two (2) renewals.

General Comments

- This solicitation is designated for Certified Small Business participation only. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date. Solicitation responses from non-DMBE certified small businesses will be rejected.

I. 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 Request for Quotes 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.

QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to Kim Dobra at (804) 524-6312 or Kim.Dobra@VDOT.virginia.gov. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised.

- II. SPECIFICATIONS / CONTRACT REQUIREMENTS:

The generator maintenance program shall include preventative Maintenance, Scheduled Maintenance and Critical Response. There are currently eighteen(18) generators at seventeen (17) different locations within the VDOT Richmond District.

A - INITIAL INSPECTION

1a. Upon award, the contractor will perform an initial inspection to include all items listed under the Inspection/Preventative Maintenance Program and service each generator as necessary. Necessary maintenance not listed under the preventative maintenance program shall be considered non-critical and will be handled as listed under Section E. During the initial inspection VDOT shall verify the date equipment was put in service, ie., batteries.

1b. All information pertaining to the size, brand name, model, serial number, propane or diesel, manual or automatic start will be verified during the initial inspection.

1c. The contractor shall provide VDOT a copy of the above generator information one week after the initial inspection of all generators is completed.

1d. The inspections will be scheduled so that the designated VDOT representative will be present at each inspection.

B- INSPECTION/PREVENTATIVE MAINTENANCE PROGRAM

The preventative maintenance program shall include the maintenance of VDOT's Emergency generators to ensure dependability. There shall be Two (2) inspections each year, one in April and another in November. The contractor shall be responsible for coordinating with the Contract Administrator the exact date of generator service and inspections prior to scheduled events. The two inspections shall include the following:

1 - ELECTRICAL SYSTEM AC & DC

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	2
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
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Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

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Bids allowed in other currency: No

- 1a. All battery cables will be checked, cleaned and tightened as required.
- 1b. Batteries will be checked for correct specific gravity and distilled water added if necessary.

- 1c. External battery charger and/or battery charging alternator will be inspected and tested for proper operation.
- 1d. Terminations, control panel, control components, warning systems and emergency shutdowns will be checked for proper operation.

NOTE: All batteries will be replaced three (3) years from initial installation.

2 - ENGINE

2a. Spark plugs, points, rotor and distributor cap to be cleaned and adjusted (if applicable). 2b. Timing will be checked each visit and adjusted if necessary.

- 2c. Injector system will be checked for proper operation.
- 2d. Fuel tanks inspected for foreign contaminants.
- 2e. Grease will be applied to all fittings.

2f. Check oil level, governor reservoir level, and record engine oil pressure, inspect for leaks, adjust valves and injectors. 2g. If engine has an oil heater, check for proper operation.

2h. Clean and adjust carburetor if necessary.

3 - COOLING SYSTEM

3a. Check entire system for water leaks and test coolant for proper antifreeze mix and level. 3b. All hoses, hose clamps and belts will be inspected.

- 3c. Water jacket heater inspected for proper operation.
- 3d. For "Heat Exchangers" the system will be inspected for leaks and checked for proper operation. This will include expansion tank level check plus addition of rust inhibitor with coolant replacement.

3e. Air-cooled sets, cooling fins, fans, shrouds, will be inspected, cleaned and checked for proper operation.

4 - AIR SYSTEM

4a. Inspect complete air intake and exhaust systems including louvers or shutters for correct operation whenever generator is running either in MANUAL or AUTOMATIC mode.

5 - EXHAUST SYSTEM

- 5a. Open and drain condensation traps.
- 5b. Check for any exhaust restrictions.
- 5c. Inspect system for leaks, and check all mounting hardware, and tighten if necessary.

5d. Check rain cap condition and proper operation when engine is running. Replace rain cap if necessary.

6 - GENERATOR SET

6a. Manually operate generator set at NO LOAD and verify that generator is producing rated AC voltage and frequency and that all control panel instruments and gauges are functioning. 6b. Unit will be checked for any unusual engine or generator noise, and water, oil or exhaust leaks.

7 - TRANSFER SWITCH

- 7a. Inspect and test transfer switch to ensure that it automatically starts the generator and is transferring properly, plus all options, such as "time delay emergency to normal," "time delay cool down," "plant exerciser" are performing according to VDOT's requirements. NOTE: Not all generators have auto transfer, see attachment A.
- 7b. Voltage sensors will be calibrated each time to ensure proper operation.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	3
Event Round	Version		
1	1		
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8 - GENERAL

Visually inspect vibration isolators, duct work, weatherproof enclosures, worn and/or rubbing parts and components.

9 - REPORTS

The Contractor shall submit to VDOT a detailed report of all readings and activities performed on each generator. This report shall be the means of measuring performance of this work and will recommend corrective maintenance that is not covered by the Preventative Maintenance Program.

- C - SCHEDULED MAINTENANCE PROGRAM

The below scheduled maintenance will be performed in July. The contractor shall be responsible for coordinating with the Contract Administrator the exact date of generator service prior to scheduling events.

1 - ENGINE

- 1a. Lube oil and filters will be changed annually at a minimum or as specified by manufacturer.
- 1b. Fuel filters will be changed annually.
- 1c. Spark plugs, points, rotor and distributor cap replaced annually.

2 - COOLING SYSTEM

Flush cooling system and replace antifreeze in accordance with manufacturer's recommendation.

3 - AIR SYSTEM Change engine air filter.

4 - GENERATOR SET

The system shall be tested under load on line from building requirements for a period of not less than 30 minutes and record all unit panel instrument readings. Contractor shall coordinate with site before conducting the test.

D - WASTE DISPOSAL

The Contractor shall be responsible for disposal of all waste (antifreeze, oil, filters, batteries) and shall remove all trash and wastes produced by service. No additional charges will be allowed. Disposal must be in accordance with applicable regulations.

E - SCHEDULED/UNSCHEDULED NON-CRITICAL REPAIRS

Scheduled/Unscheduled Non-Critical repairs shall include work that is beyond the scope of the Inspection/Preventative Maintenance Program and the Scheduled Maintenance Program as identified by the Contractor or VDOT. Repairs required will be detailed in writing and shall be approved by the designated VDOT Representative prior to any work being performed and billed by the hourly rate and materials. Work shall be performed within ten (10) days of approval.

F - CRITICAL RESPONSE REPAIRS

The contractor will provide "on-call" critical response service, 24 hours per day, 365 days per year basis. Such critical response service is acknowledged as being "time is of the essence" and Contractor shall provide such service with a 4-hour or less on site response time. NOTE: Critical response service for the Smart Traffic Center shall be performed with a 1-hour or less on site response time.

G - REPAIR PARTS

VDOT will only pay the Manufacturer's List Price for all repair parts provided by the Contractor. All parts and/or fluids shall meet or exceed manufacturer's and/or OEM specifications.

Event Details (cont.)

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Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	4
Event Round	Version		
1	1		
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H - HOURS OF OPERATION

Normal work hours are Monday thru Friday, excluding holidays, between the hours of 7:00 a.m. and 5:00 p.m. Critical Response is any work time performed outside the normal work hours, Monday thru Friday, weekends and holidays.

I - LOCATIONS

VDOT reserves the right to add or remove locations as needed. If locations are added the contractor shall provide VDOT a written estimate for the additional service. Prior to any changes VDOT will approve the additional services by written "Change order" to the contract.

J - INSTRUCTIONS

The Contractor shall provide VDOT personnel with instructions and training on operation and preventive maintenance procedures. The VDOT site supervisor shall request this service at time of inspection.

K - ADDITIONAL WORK/REPAIRS

VDOT reserves the right to make repairs as needed and to procure services from an additional contractor if needed.

L - WARRANTY

All replacement parts and major components will carry a written manufacturer's warranty and a 90-day workmanship/labor warranty.

M - CRIMINAL HISTORY RECORDS CHECK

Failure to respond in the timeframes listed may cause your bid to be found non-responsive.

1. Every employee and subcontractor employee that will perform work on this contract will be required to complete a Criminal History Records Check and obtain favorable security clearance.
2. The apparent low bidder shall submit Criminal History Records Check Information Packets to the VDOT Security Office for each employee performing work on this contract within twenty-five (25) days of bid closing.
3. The apparent low bidder's employee's shall have obtained favorable employee security clearance to meet the requirements of the solicitation within forty-five (45) calendar days from bid closing.
4. Once clearance has been obtained, each employee shall have a picture identification card properly displayed while performing the service showing the company name and employee name.
5. No employee will be allowed to work with out the identification card.
6. See Special Terms and Condition #36.

III. PRE-BID CONFERENCE: No pre-bid conference will be held for this solicitation, any questions should be addressed to Kim Dobra at

Kim.Dobra@VDOT.virginia.gov.

IV. INVOICING / 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 goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period. Invoices shall include the contract number, purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. No payment will be made for work in progress on the prescribed payment dates. Work completed will be verified in writing daily by a VDOT Representative and Contractor Foreman on an agreeable format.

Invoices mailed to: Virginia Department of Transportation, Richmond District Facilities, 2430 Pine Forest Drive,
Colonial Heights, VA 23834

METHOD OF PAYMENT

Line 1 - INSPECTION/PREVENTATIVE MAINTENANCE PROGRAM will be compensated at unit price per inspection per unit.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	5
Event Round	Version		
1	1		
Event Name			
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Line 2 - SCHEDULED MAINTENANCE PROGRAM will be compensated by hourly rate and parts.

Line 3 - SCHEDULED/UNSCHEDULED NON-CRITICAL REPAIRS will be compensated by hourly rate and parts.

Line 4 - CRITICAL RESPONSE REPAIRS will be compensated by hourly rate and parts.

- V. BIDDER'S INSTRUCTION:

1. BID SUBMISSION - INSTRUCTIONS:

The COMPLETED bid packages must be received in our office no later than the closing date and time stated below:

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

This solicitation will close on insert date and time 2/28/12 @ 3:00 PM.

Bids will be opened on insert date and time 2/28/12 @ 3:00 PM.

Return the bid to:

Mail To: (US Mail) or Hand Delivery (FEDX, UPS, etc)
Virginia Department of Transportation
Richmond District
Procurement Section
2430 Pine Forest Drive
Colonial Heights, VA 23834
Attention: Kimberly Dobra

2. 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 even if they are received at other VDOT offices/locations will be considered late.

Bids will be opened at the time and place stated in the advertisement, 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 out side of a sealed envelope.

3. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:
Name of Bidder/Offeror Due Date Time
Street or Box Number IFB No./RFP No.
City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror 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 or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	6
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
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Event Currency: US Dollar
Bids allowed in other currency: No

- X. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Department of Transportation will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Virginia Department of Transportation has purchased or uses any of its products or services, and the contractor shall not include the Virginia Department of Transportation in any client list in advertising and promotional materials.

2. **ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Bidder/Offeror to submit information missing from its bid/offer to clarify its bid/offer, and to submit additional information which VDOT deems desirable and does not affect quality, quantity, price or delivery.

3. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

4. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

5. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the VDOT Richmond District for the counties identified herein. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific county within the Richmond District added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

The contractor shall extend any special VDOT discount price adjustments resulting from adding counties. However, any reduction in the number of counties receiving service/goods shall not result in VDOT being charged any more than the awarded bid price(s).

6. **AWARD OF CONTRACT:** The Commonwealth will make the award(s) on GRAND TOTAL basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

7. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

8. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.

9. **CANCELLATION OF CONTRACT:** The purchasing agency 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 and/or perform on all outstanding orders issued prior to the effective date of cancellation.

10. **CLAIMS:** The contractor shall be responsible for the resolution of any and all damage claims resulting from operations

Event Details (cont.)

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Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	7
Event Round	Version		
1	1		
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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.

11. **CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the Code of Virginia. This claim shall be submitted to the Commissioner of VDOT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Administrative Services Administrator who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.

12. **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.

- 13. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

14. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder/offeror is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder/offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is for one-thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder/offeror shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
 Licensed Class B Virginia Contractor No. _____ Specialty _____
 Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder/offeror shall fail to provide this information on his bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids/proposals, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid/proposal will not be considered.

If a bidder/offeror shall fail to obtain the required license prior to submission of his bid/proposal, the bid/proposal shall not be considered.

15. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

16. **CONTINUITY OF SERVICES:**

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	8
Event Round	Version		
1	1		
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a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

17. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. VDOT shall be able to contact the foreman/supervisor within minutes.

The contractor shall conduct his or her work so as to ensure the least possible obstruction to traffic and shall provide for the safety and convenience of the general public and residents along the highway to protect persons and property. All employees shall wear hard hats, safety vests, and steel toe shoes that comply with all applicable VOSHA/OSHA, ANSI and VDOT safety regulations while working on State right-of-way. Workers will also be required to wear long pants and shirts with short sleeves as a minimum. All personnel shall have personal protective equipment such as safety shoes, flagging vests, safety glasses, etc. when necessary. Examples of clothing not considered appropriate include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and flagging vests with no shirt.

18. **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.

19. **DELIVERY:** State your earliest firm delivery or performance date: 20___. This date may be a factor in making the award.

20. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

21. **EQUIPMENT CERTIFICATIONS:** The Contractor shall be required to furnish a completed Equipment Certification with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described for that bid. The Contractor shall be committed to supply the quantity of personnel and type equipment submitted on the certification. Modification or substitutions for the equipment listed in the Certification may be permitted with the written permission of the VDOT Engineer or designee.

- 22. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be eliminated and by signing this bid/offer, the bidder/offeror agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.

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

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

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	9
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

Event Currency: US Dollar

Bids allowed in other currency: No

order.

b. For orders issued August 16, 2006 thru July 1, 2011, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

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

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

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

24. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

25. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

26. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the VDOT work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.

- 27. **NONPROFIT SHELTERED WORKSHOPS AND NONPROFIT ORGANIZATIONS:**

A. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to nonprofit sheltered workshops and nonprofit organizations serving the handicapped. A list of nonprofit sheltered workshops and nonprofit organizations of Virginia serving the handicapped can be found at www.vadrs.org.

B. Each prime contractor who is awarded a contract where using a non profit sheltered workshop or nonprofit organization serving the handicapped is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of nonprofit sheltered workshop or nonprofit organization serving the handicapped, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	10
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

Event Currency: US Dollar

Bids allowed in other currency: No

28. **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.

29. **PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.

30. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror 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 or Offeror shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy VDOT that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

31. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

32. **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.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	11
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

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

- 33. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for two (2) 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 the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

34. 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.

35. SANITARY FACILITIES: Contractor shall provide access to toilet facilities while working in these counties. It is the responsibility of the Contractor to accommodate their employee's bathroom and/or relief breaks, if necessary, at no cost to VDOT.

- 36. SECURITY REQUIREMENTS:

1. 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.virginia.gov/business/const/CII-CriticalStructureInformation.asp>

2. 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

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	12
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

Event Currency: US Dollar

Bids allowed in other currency: No

Office.

3. 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).

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

5. 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.

6. 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.

7. 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.

8. Contractor and sub contractor 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.

9. 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.

10. 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.

11. 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 than the next regular business day of finding.

12. 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.

37. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	13
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

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

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

- 38. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. 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 fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

39. **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.

40. **UNBALANCED BIDS:** If the unit prices in the bid are obviously unbalanced, either above or below the estimated cost as determined by VDOT, the bid may be rejected as non-responsive at VDOT's discretion.

41. **VEHICLE REQUIREMENTS:** All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.

42. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	14
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

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

Line Details

No Bid:

Line: 1	Item ID: 9363999000	Line Qty: 72.00	UOM: Each	Unit Price: <input type="text"/>	Extended Price: <input type="text"/>
Required: No		Reserve Price: No			

Description: MAINTENANCE & REPAIR, GENERATORS MAINTENANCE & REPAIR, GENERATORS

Comments:

- UNIT PRICE PER INSPECTION PER UNIT FOR INSPECTION/PREVENTATIVE MAINTENANCE PROGRAM SCHEDULED FOR TWO INSPECTIONS PER YEAR

No Bid:

Line: 2	Item ID: 9363901000	Line Qty: 36.00	UOM: Hour	Unit Price: <input type="text"/>	Extended Price: <input type="text"/>
Required: No		Reserve Price: No			

Description: GENERATORS, PORTABLE AND STATIONARY, INCLUDING PARTS AND ACC GENERATORS, PORTABLE AND STATIONARY, INCLUDING PARTS AND ACC

Comments:

- HOURLY RATE FOR SCHEDULED MAINTENANCE DURING NORMAL HOURS OF OPERATION.

No Bid:

Line: 3	Item ID: 9363901000	Line Qty: 36.00	UOM: Hour	Unit Price: <input type="text"/>	Extended Price: <input type="text"/>
Required: No		Reserve Price: No			

Description: GENERATORS, PORTABLE AND STATIONARY, INCLUDING PARTS AND ACC GENERATORS, PORTABLE AND STATIONARY, INCLUDING PARTS AND ACC

Comments:

- HOURLY RATE FOR SCHEDULED/UNSCHEDULED NON-CRITICAL REPAIRS PERFORMED DURING NORMAL HOURS OF OPERATION.

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	15
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

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

No Bid:

Line: 4 **Item ID:** 9363901000 **Line Qty:** 52.00 **UOM:** Hour
Required: No **Reserve Price:** No

Unit Price:

Extended Price:

Description: GENERATORS, PORTABLE AND STATIONARY, INCLUDING PARTS AND ACC GENERATORS, PORTABLE AND STATIONARY, INCLUDING PARTS AND ACC

Comments:
- HOURLY RATE FOR CRITICAL RESPONSE REPAIRS OUTSIDE OF NORMAL HOURS OF OPERTION.

Total Amount # :

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	16
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

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

Bidder: General Public
Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States
Contact: DOBRA, KIMBERLY
Phone:
Email: kim.dobra@vdot.virginia.gov

Bidder Information

Firm Name:		
Name:	Signature:	Date:
Title:	Phone #:	Fax #:
Street Address:		
City & State:	Zip Code:	
Email:	SCC #:	eVA ID:

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	17
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

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

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY
Phone:
Email: kim.dobra@vdot.virginia.gov

General Terms and Conditions

1. **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.
2. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
3. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
4. **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.
5. **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

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	18
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

Event Currency: US Dollar

Bids allowed in other currency: No

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.

6. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.
7. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals 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.
8. **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.
9. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**
 1. (For Invitation For Bids): 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.
 2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
10. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) 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.
11. **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)

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	19
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

Event Currency: US Dollar

Bids allowed in other currency: No

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.

- 12. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) 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.

- 13. ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), 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.
- 14. 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.
- 15. 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.
- 16. QUALIFICATIONS OF (BIDDERS/OFFERORS):**
The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) 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/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	20
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

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

satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

17. **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.
18. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
19. **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.
20. **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.
21. **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.
22. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) 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/offeror) 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

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	21
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

Event Currency: US Dollar

Bids allowed in other currency: No

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/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- 23. TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) 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.
- 24. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror 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 or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
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.)
- 25. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- 26. 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.
- 27. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, 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, faithbased organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror 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

Event Details (cont.)

Commonwealth of Virginia Department of Transportation

Event ID	Format	Type	Page
50100-0000150106	Buy	IFB Sealed	22
Event Round	Version		
1	1		
Event Name			
Generator Inspection, Maintenance & Repair			
Start Date/Time		Close Date/Time	
02/10/2011 13:00:00 EDT		02/28/2012 15:00:00 EDT	

Bidder: General Public

Submit To: VA Dept of Transportation
VDOT Richmond District Purchasing
2430 Pine Forest Drive
Colonial Heights VA 23834
United States

Contact: DOBRA, KIMBERLY

Phone:

Email: kim.dobra@vdot.virginia.gov

Event Currency: US Dollar

Bids allowed in other currency: No

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.

- 28. 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 or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued.

Registration options are as follows:

a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

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:

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.



IFB/RFP #

ATTACHMENT A

VENDOR QUALIFICATION / EQUIPMENT INVENTORY CERTIFICATION FORM

ALL VENDORS RESPONDING TO THIS IFB/RFP ARE REQUIRED TO COMPLETE ALL ITEMS THAT ARE APPLICABLE. PLACE N/A BESIDE ALL QUESTIONS THAT ARE NOT APPLICABLE.

1. Name of Business: _____

2. a. Type of Business: (Check all that apply)

- | | | |
|---|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Business Trust | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Domestic Business Entity | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Stock or non-stock Corporation | <input type="checkbox"/> Registered as Limited Liability Partnership | <input type="checkbox"/> Foreign Business Entity |
| | | <input type="checkbox"/> Large Business |

b. State Corporation Commission (SCC) ID number: _____

c. If a SCC ID number was not provided above, provide a statement below describing why the bidder or offeror is NOT required to be authorized to transact business in the Commonwealth as foreign business entity under Title 13.1 or Title 50 pursuant the Code of Virginia 2.2-4311.2 or otherwise required by law.

d. Are you certified by Virginia Department of Minority Business Enterprise (DMBE) as (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> DMBE certified Small Business | <input type="checkbox"/> DMBE certified Women Owned Business |
| <input type="checkbox"/> DMBE certified Disadvantaged Business Enterprise | <input type="checkbox"/> DMBE certified Minority Owned Business |

Provide DMBE certification number(s) and expiration date(s) _____

e. Is your firm a registered eVA vendor? _____ Yes _____ No

f. If yes, enter eVA Vendor ID or DUNS Number: _____

g. If no, please refer to the General Terms and Conditions, term X. eVA business to Government Vendor Registration..

3. Name of Owner or Chief Executive Officer: _____ Telephone Number: _____

4. Emergency or After Hours contact name: _____ Telephone Number: _____

5. How many years has the firm been in the business of performing the services called for in this inquiry? _____

6. How many persons are currently employed by the firm? _____

7. List all licenses or permits the firm possesses that are applicable to performing the services required in this IFB/RFP.

IFB/RFP #

RENTED/LEASED EQUIPMENT

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

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

13. Is any of the equipment listed above currently committed on other contracts including VDOT contracts? _____
if yes, identify which equipment, contract number and who the contract is with. _____

14. Identify any VDOT locations your firm is currently working, the contract number associated with the work and the location where the work is being performed.

15. Method of fueling above equipment _____

Virginia Department of Transportation

Richmond District

SEMI-ANNUAL Visits - 2 times per year

<u>Location</u>	<u>Size</u>	<u>Model</u>	<u>Serial #</u>	<u>PM Price</u> - Price per PER YEAR _{visit}	D/P-A/M
South Hill Gensets					
Residency Office	50kw	50RZ	0653594		P/M
Residency Shop	100kw	100LF	00-210284-1		P/M
Amelia Gensets					
Res. Office/Shop	175kw	99A00301-S	2045912		D/A
Petersburg Genset					
Res. Office/Shop	100kw	100LF	00-210284-2		P/M
Chesterfield Gensets					
Residency Office	125kw	125GGKK	1010285586		P/A
Bon Air AHQ	100kw	GGHH5000795	1010279845		P/M
Pocahontas AHQ	100kw	100LF	00-210289-1		P/M
Chester AHQ	450kw				D/A
Sandston Gensets					
Residency Shop	100kw	100LF	00-210322-1		P/M
New Kent AHQ	125kw				P/A
Ashland Gensets					
Residency Office	100kw	100LF	00-210284-3		P/M
Residency Shop	150kw	L150FPZ4	LM240885 79086		P/A
Complex Genset					
District Office	150kw	D150P1	F4305B/001		D/A
District Complex	60kw	60NF	00-210-287-1		P/M
District Complex	125kw	125GGKD	1010285584		P/A
District Complex	100kw	FX040T	00-210289-2		P/M
District Complex	50kw	50LF	00-210288-1		P/M
District Complex	10kw	3404020100	2073604		P/A

A-Automatic

M-Manual

P-Propane

D-Diesel

Gensets- Generator Sets

VDOT Generator Site Directions

District Complex & Shop

2400 Pine Forest Dr.
Colonial Heights, VA 23834-9002
(Chesterfield County)

Directions:

½ mile North of Colonial Heights off Rt. 1 on Rt. 1144.
Pine Forest Dr.- Admin Office Complex Generator on left before you cross the railroad tracks on
Pine Forest Dr.- The Maintenance Shop and generator for the shop is across the railroad tracks
and through the gates.

Contact: James Ryles Phone: 804-524-6168

South Hill Residency Office & Shop

1013 West Atlantic Street
South Hill, VA 23970
(Mecklenburg County)

Directions:

Take I-95 South to I-85 South and exit off at first South Hill Exit. Turn right onto Rt. 1 South and
travel to downtown. At first stoplight, turn right onto Rt. 47 and go approx. 2 miles to office on left.
Equipment Shop is on site at Residency.

Contact: Dennis Wilson: 434-774-2308

Amelia Residency

16101 Goodes Bridge Road
Amelia, VA 23002
(Amelia County)

Directions:

Take I-95 North and get on 288 (Chesterfield/Powhite). Get off on Rt. 360 West and travel until
you see Mario's Restaurant on the left. Take the next right to Amelia. At stop sign, take a left
and the office is approx. 1 mile on the left.

Contact: Janet Bowen Phone: 804-561-0605

Petersburg Residency

4608 Boydon Plank Road
Petersburg, VA 23803
(Dinwiddie County)

Directions:

Take I-95 South to I-85 South and exit off onto Rt. 1 North. Go approx. ½ mile to the office on the
left. (0.5 miles South of Petersburg on Rt. 1)

Contact: Rick Pizzullo: 804-862-8087 & Everett Cleaton: 804- 863-4007

Chesterfield Residency Office & Shop

3301 Speeks Drive
Midlothian, VA 23112
(Chesterfield County)

Directions:

Rt. 1 North to 288 North and get off at Courthouse Rd. Exit. Turn right at light and travel
Courthouse Rd. until you get to Rt. 360. When you get to Courthouse Rd. and 360, turn left and
then travel through two lights and turn right at the third light, onto Speeks Drive. The office is on
the right and the shop is just below the office in the lot.

Contact: Allen Weaver Phone: 804-674-2977 Shop Generator

Contact: Keith Lee Phone: 804-674-2382 Office Generator

Bon Air Area

7560 Midlothian Turnpike
Richmond, VA 23235
(Chesterfield County)

Directions:

Take I-95 North to 150 North (Chippenham) to Rt. 60 West (Midlothian Exit). Go approx. ¼ mile to the Office on right. (Next door to the State Police Building).
Contact: George Coleman Phone: 804-674-2243

Pocahontas Area

6902 Courthouse Road
Chesterfield, VA 23832
(Chesterfield County)

Directions:

Rt. 1 North to 288 North and get off at Courthouse Road Exit. Turn left at light and travel on Courthouse Road until you get to Pocahontas Area on the right.
Contact: Barry Johnson Phone: 804-796-4272

Chester Area, Smart Traffic & Training Center are close together

2201 West Hundred Road
Chester, VA 23831
(Chesterfield County)

Directions:

Rt. 1 North to Rt. 10 East and turn right at light. Pass Howard Johnson's and get on I-95 South ramp and office is on left just after getting on ramp.
Contact: John Robertson Phone: 804-796-4337

Sandston Residency Office & Shop

6020 Elko Tract Road
Sandston, VA 23150-0219
(Henrico County)

Directions:

Take I-95 North to Rt. 10 East (Hopewell Exit) to 295 North. Travel and exit off Rt. 60 East (exit # 28-Bottoms Bridge). Travel and turn right onto Rt. 156 South (Elko Rd.). Travel and turn right onto Rt. 380 to the office on the right.
Contact: David Christoph Phone: 804-328-3051

New Kent AHQ

6687 Emmaus Church Road
New Kent, Va. 23124
(New Kent County)

Directions:

Take I-64 East out of Richmond to exit 211 (Talleysville & Roxburg turn right at stop sign and go South on route 106 approximately .4 mile and entrance is on the left just past the Shell Station.
Contact: David Christoph Phone: 804-328-3051

Ashland Residency Office & Shop

523 North Washington Hwy.
Ashland, VA 23005
(Hanover County)

Directions:

Take I-95 North and get off at Ashland Exit (Rt. 54 W). Go to 3rd light and take a right onto Rt. 1 and go approx. ½ mile to office on right.
Contact: Marshall Winn Phone: 804-752-5523