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**ATTACHMENTS**

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**NOTE:** SEPARATE FILLABLE FORM ATTACHMENTS – FORMS MUST BE COMPLETED & UPLOADED INTO EBID

- Vendor Qualification Equipment Inventory Certification (separate fillable form)
- Contractor’s Capacity (separate fillable form)
- Small Business Subcontracting Plan (separate fillable form)
- State Corporation Commission (separate fillable form)
- Normal and Emergency Telephone Numbers (separate fillable form)
- References (separate fillable form)
- Erosion and Sediment Control Certification (separate fillable form)
- Subcontractor Approval Request (separate fillable form – if applicable)

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid.
I. PURPOSE:

The Virginia Department of Transportation, herein referred to as “VDOT”, is soliciting bids from qualified firms to provide on-call, as-needed hourly rental of equipment with operators and personnel to perform various general maintenance and maintenance repair operations, incidental construction, and emergency repair work in various locations in Alleghany, Bath, Highland and Rockbridge Counties, for the Virginia Department of Transportation, Staunton District, Lexington Residency, an agency of the Commonwealth of Virginia in accordance with the specifications contained herein. Awards will be made on a Lot Total basis. VDOT reserves the right to make multiple awards to a Primary and a Secondary contractor for each lot. The lots are identified as follows:

LOT 1: Alleghany County  
LOT 2: Bath County  
LOT 3: Highland County  
LOT 4: Rockbridge County

PERIOD OF CONTRACT: The contract period will be one (1) year beginning June 3, 2019, or date of award, whichever is later (renewable).

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this Invitation for Bid shall be submitted in writing to Pamela.Turner@VDOT.Virginia.gov. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. Provide questions by April 29, 2019.

III. GENERAL:

For the purpose of clarification, each firm submitting a Bid is referred to as a “Bidder” and the Bidder awarded the contract to supply the services is referred to as a “Contractor”. The Virginia Department of Transportation is referred to as “Department” or “VDOT”, and “Representative” refers to the VDOT Contract Administrator who will be administering the contract. This Invitation for Bids states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between VDOT and the Contractor.

IV. SPECIFICATIONS/CONTRACT REQUIREMENTS:

A. SCOPE OF WORK: The Contractor shall furnish the rental of construction equipment, experienced operator(s), laborer(s), certified flagger(s), supervision, fuel, tools, parts, supplies, and incidentals as necessary for the safe and efficient operation of the equipment listed to perform incidental and unplanned highway construction work, work in the event of a critical and immediate need, repair operations, and maintenance/ maintenance replacement work. The Contractor shall perform, but will not be limited to, the following work:

Clearing and Grubbing, Slope Work for the Improvement of Sight Distances, Lowering Over-Vertical Curves and Sections of Roadway, Raising of Grades to Alleviate Roadway Drainage Problems, Removal of Rock Outcroppings, Widening of Fill Slopes and Shoulders, Spot Widening and Minor Reconstruction of...
Roadways, Replacement/ Installation of Pipe Culverts, End Walls, Box Culverts, Storm Drains, Drop Inlets, Manholes, Spring Boxes, Junction Boxes, and Intake Boxes, Repair of Minor Slough Area on Slope, Excavation and Preparation of Beds for Box Culverts and Bridge Abutment Installation, Backfilling of Box Culverts and Bridge Abutments, Excavating and Repairing Bridge Crossings, Rip Rap Armoring of Stream/River Banks near Bridge/Culvert Structures, Excavation and Repair of Soft Spots in Roadways, Breaking and Removal of Concrete and Solid Rock for the Establishment of Ditch Lines and Footers, Emergency Road Repair, Drainage Work Resulting from Flooding and Storm Damage, and Hauling of Dirt, Debris, Stone, Asphalt, and Rip Rap.

B. SPECIFICATIONS & STANDARDS: All work shall be performed following the direction given by the VDOT Contract Administrator, or designee. All traffic control shall conform to the latest edition of the Manual on Uniform Traffic Control Device Standards (MUTCD) and the latest edition of the Virginia Work Area Protection Manual (VWAPM). The Contractor’s equipment shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards. Additionally, the Contractors shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations. Refer to Attachment A, Listing of Documents Incorporated by Reference if Applicable.

C. REQUIREMENTS, WHICH THE CONTRACTOR SHALL COMPLY WITH:

1. PERSONNEL REQUIREMENTS:

   a. CONTRACTOR’S CAPACITY TO PERFORM: The Contractor shall ensure their capacity to perform work under this contract, regardless of other contractual responsibilities to VDOT or elsewhere. The Contractor shall be capable of commencing work within the timeframe required herein. VDOT reserves the right to determine the quantity of each type of equipment needed at each location. If a Contractor is successful in being awarded multiple lots, it is the Contractor’s responsibility to ensure adequate resources (personnel and equipment) are available to accomplish all work within the specified timeframe. Complete the attachment titled Contractor’s Capacity, which is a separate fillable form attachment, to indicate the number of lots your company has the capacity for supplying the required crews/equipment. If your bid is determined to be the lowest responsive and responsible bid for more than the number of lots indicated above, VDOT reserves the right to determine which lot(s) shall be awarded to your company. The determination shall be made in the best interest of VDOT, Commonwealth of Virginia.

   VDOT may require the services of several crews simultaneously; therefore, VDOT reserves the right to make multiple awards as a Primary and a Secondary for each lot.

   b. EXPERIENCED, QUALIFIED OPERATORS/LABORERS: The Contractor shall provide experienced, properly trained, qualified operators for each piece of equipment listed and shall only speak English while performing their job. VDOT reserves the right to reject any of the Contractor’s employees who, in VDOT’s judgment, are not adequately qualified to perform the work. The operator of each piece of equipment shall possess a valid CDL license when required for the equipment being operated. There shall be at least one (1) person on-site with a Department of Conservation and Recreation (DCR) or Responsible Land Disturber (RLD) land disturber.
Administrative Services/ Procurement
Equipment with Operator Lexington Residency
Staunton District
IFB#153305

**certification. Reference Special Term and Condition No. 14.** The Contractor shall comply with all environmental regulations necessary to complete the project.

c. PRICE QUOTED: The quoted price for equipment shall include the equipment with operator and all associated expenses including, but not limited to, profit, direct and indirect costs, administrative costs, equipment and personnel transportation, cellular phones, pagers and hand-held radios. The hourly price for each piece of unlicensed equipment shall include the cost of mobilization (i.e. usage of lowboy tractor/trailer) to and from the work site. The price quoted for non-equipment shall include transportation, setup, breakdown and any other applicable associated cost.

d. SUPERVISION:

1). When a foreman is required, it shall be the Contractor’s responsibility to supervise and direct the work of employees and any subcontractors that may be utilized. When a foreman is not required, VDOT will provide the necessary work description to the operator(s). Subcontractors who perform work under this contract shall be responsible to the General Contractor.

2). The Contractor shall assign a Contractor’s Representative/Supervisor, who shall be equipped with a cellular telephone. The Supervision Representative shall be responsible for assigning and coordinating work, notifying the Contract Administrator of crew locations on a daily basis, processing daily/weekly reports, handling general contract performance issues and meeting with VDOT representatives as needed. The Supervisor’s name and cellular phone number shall be required prior to commencement of work activities. The Contractor shall provide this name, as well as additional personnel names and phone numbers who can be contacted 24 hours a day/7 days a week in case of emergency. Reference separate fillable form attachment, Normal and Emergency Telephone Numbers.

e. CELLULAR PHONE: During the performance of the contract, the contact person shall carry a functional cellular telephone at all times, which is effective throughout the counties covered by the contract. Contact information shall be provided to the VDOT Contract Administrator or designee within five (5) calendar days after the contract is awarded and whenever information changes.

f. FLAGGER/LABORERS: Flaggers/laborers shall only be used in conjunction with equipment required for maintenance activity. When used as a flagger, personnel shall be VDOT or American Traffic Safety Services Associates (ATSSA) certified and shall have certification cards with them while performing these duties. Certified flaggers shall be provided in sufficient number and locations as necessary for control and protection of vehicular and pedestrian traffic in accordance with the VWAPM. Flaggers shall speak only English while performing their job as a flagger and shall use sign paddles to regulate traffic in accordance with the requirements of the VWAPM. The Contractor shall provide the flagging paddles, which must adhere to the specifications of the latest edition of the MUTCD, and hand-held two-way radios for communication between the flaggers. Flaggers found performing their duties improperly shall have their certifications revoked. VDOT will check on a regular basis to ensure that flaggers have their certification cards. Flaggers shall be courteous and neat in appearance at all times according to the VWAPM. When used as a laborer, the person will be expected to perform manual labor such as cleaning pipe, shoveling stone, etc. The
Contractor must have the capability of providing up to three (3) certified flaggers simultaneously if required. The VWAPM will determine the number of flaggers required for each job location.

g. COMMUNICATION: The Contractor shall have at least one (1) individual on the worksite that communicates in English (both orally and in writing) and comprehends the English language. This individual shall communicate instructions to the others working under this contract or coordinate this communication. VDOT personnel must be able to understand the English used by this person. Any individual used as a flagger shall comprehend and speak only in English while performing this job duty as required by the VWAPM. Refer to Attachment A, \section*{Listing of Documents Incorporated by Reference if applicable}.

h. CONTRACTOR’S CONDUCT: The Contractor shall be responsible for the conduct of all Contractor’s and Subcontractor’s personnel while at the work site.

i. BEHAVIOR: Behavior displayed by the Contractor’s and subcontractor’s employees, such as catcalling, whistling, leering, and other similar gestures will not be tolerated. Anyone exhibiting such behavior will be barred from the work site permanently. Repeated incidents shall be grounds for termination of the contract at the discretion of VDOT.

j. CONTRACTOR’S PERSONNEL: The Contractor’s and Subcontractor’s personnel shall at all times communicate with the traveling public, landowners and citizens in a courteous and respectful manner. The Contractor’s personnel will refer all questions concerning work planned, performed or promised to the VDOT Contract Administrator.

k. COORDINATION WITH VDOT: VDOT shall have the right at all times to be advised, upon request, of the status of work being done by the Contractor, and details of that work. The Contractor will maintain coordination with the VDOT designee. VDOT reserves the right to perform any type of highway maintenance within the limits of the operation. The Contractor shall verify daily completions with the Contract Administrator or designee.

2. EQUIPMENT REQUIREMENTS:

a. EQUIPMENT: Equipment shall be of equal size, or larger, as specified on the Pricing Schedule or herein. VDOT reserves the right to determine how many of each type of equipment will be required at each work site. All equipment to be used in the performance of this contract must be listed on the fillable form attachment titled - Vendor Qualification/ Equipment Inventory Certification Form with the complete information including whether it is owned or rented/leased, make, model, description, identification number, and vehicle identification number (VIN), if applicable. Failure to provide this information may result in the bid being declared non-responsive.

b. SAFETY EQUIPMENT: The Contractor shall provide and ensure all employees wear the proper safety equipment while on the work site in accordance with the OSHA and VOSH standards. Necessary safety supplies and equipment shall include, but is not limited to, hard hats, safety vests,
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steel-toed shoes, gloves, glasses, etc. Failure to comply with a safety requirement constitutes reason to restrict work being performed under this contract. In addition, no hard hat or safety vest shall have the Virginia state seal or any reference to the Virginia Department of Transportation or VDOT.

c. DUMP TRUCKS: The standard dump trucks shall haul a minimum of 4-5 cubic yards or eight (8) tons. The tandem dump trucks shall haul a minimum of ten (10) cubic yards or fourteen (14) tons. The Contractor shall have the capability to provide a minimum of two (2) tandem rock bed dump trucks with operators at each location.

d. MAINTAINING EQUIPMENT: The Contractor shall possess or have available, prior to the award of the contract, sufficient equipment necessary to perform the work for the awarded contract. The Contractor shall maintain and operate equipment designed for the operation(s) described herein and shall ensure the equipment is maintained in good repair and operating condition.

e. FUELED AND READY: The Contractor, at his own expense, shall have equipment fueled and ready to begin operations prior to reporting to the work site. The Contractor shall also provide any accessories necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all hand tools and safety supplies.

f. ADDITIONAL TRUCKS OR EQUIPMENT: VDOT reserves the right to supply additional trucks and/or equipment from VDOT sources if deemed necessary.

g. TRAFFIC CONTROL SIGNS AND STANDS: The Contractor shall supply, carry, erect and dismantle traffic control signs and stands in accordance with the latest edition of the Virginia Work Area Protection Manual and VDOT. Signs and layouts shall be in place prior to the performance of any work. Refer to Attachment A, Listing of Documents Incorporated by Reference if applicable.

h. PORTABLE TEMPORARY RUMBLE STRIPS (PTRS):

1) Portable Temporary Rumble Strip (PTRS) is a transverse rumble strip that consists of intermittent, narrow, transverse areas or rough-textured or slightly raised or depressed surface that extends across the travel lane to alert drivers to unusual vehicular traffic conditions. A PTRS may be made of rubber or recycled rubber and the color shall be orange or black. It shall have a recessed, raised, or grooved design to prevent movement and hydroplaning. A PTRS shall consist of interlocking or hinged segments or equal length that prevent separation when in use.

2) The combined overall usable length of the PTRS shall be between 10 and 11 feet. The width of the PTRS shall 12 to 13 inches.

3) The maximum height of the PTRS shall be 1 inch and the minimum height has be 5/8 inch.

4) The weight of each roadway strip shall be a minimum of 100 lbs. to a maximum of 120 lbs.
5) The leading and departing edge taper shall be between 12 and 15 degrees. The PTRS shall be installed without the use of adhesives or fasteners.

6) Each roadway length of the PTRS shall have either a minimum of one cutout handle in the end of the rumble strip, or an interlocking segment which can be used as a handle for easy deployment or removal.

7) The manufacturer of the PTRS shall provide a signed affidavit that states the PTRS is able to withstand being run over by an 80,000 pound vehicle and retain its original placement with minor incidental movement of 6 inches or less during an 8 hour deployment. Incidental movement of the PTRS shall be parallel with other rumble strips in an array but shall not move so that its placement compromises the performance and safety of the other rumble strips, drivers, or the travelling public. The PTRS shall be used in arrays of three rumble strips spaced 5 to 8 feet center to center, placed transverse across the travel lane. Only one set of PTRS should be used in the work zone’s advance warning area per direction.

i. ADDITIONAL TRAFFIC CONTROL DEVICES: If truck-mounted attenuators, electronic arrow boards and/or channelizing devices are required by the Virginia Work Area Protection Manual for the work being performed, VDOT will supply them. Refer to Attachment A, Listing of Documents Incorporated by Reference if applicable.

3. MATERIALS REQUIREMENTS: VDOT will furnish all materials necessary to complete the specified work such as stone, asphalt, concrete, pipe, etc. This will not include anything stated herein as the Contractor’s responsibility.

4. MANNER OF CONDUCTING WORK AT THE JOB SITE:

a. SATISFACTION: All work shall be performed according to the standard of industry and to the complete satisfaction of the VDOT Contract Administrator.

b. SIGNS OR ADVERTISEMENTS: No signs or advertisements shall be posted on VDOT’s property without prior written approval by the VDOT Contract Administrator.

c. REVIEW OF WORK SITE: The Contract Administrator, or designee, will review the work site with the Contractor prior to the start of work. The Contractor shall include the cost to review work sites prior to starting work into their overhead cost incorporated into the prices quoted.

d. DELIVERY, PARKING AND STORAGE: The Contractor shall not deliver and store equipment within the VDOT Right-of-Way or VDOT property without first obtaining permission from the Contract Administrator. The Contract Administrator will approve the parking and storage arrangements; however, VDOT will not be responsible for any loss or damage to the Contractor’s equipment that is left at this site.

e. MISS UTILITY:
1) Scheduled work with 72 hours notification: When digging is required, the Contractor shall contact “Miss Utility of Virginia” for marking underground utilities prior to the performance of work and provide VDOT with the assigned “Miss Utility” ticket number to confirm the site is clear for work to commence. The Contractor shall not dig until verifying the marking has occurred. When the job is complete, the Contractor is responsible for clearing the ticket number. The Contractor will be responsible for any damages caused when “Miss Utility” guidelines are not followed.

2) Emergency/unscheduled work with less than 72 hours notification: When digging is required, VDOT will contact “Miss Utility of Virginia” for marking underground utilities prior to the performance of work. VDOT will advise the Contractor the assigned “Miss Utility” ticket number so the ticket can be reassigned to the Contractor. The Contractor shall not dig until verifying the marking has occurred. The Contractor will be responsible for any damages caused when “Miss Utility” guidelines are not followed.

f. CLEANUP: The Contractor shall clean up frequently so the worksite presents a neat, orderly and workmanlike appearance at all times. If a Contractor fails to clean up at the completion of the work, the Contract Administrator may do so and charge the costs to the Contractor.

g. DISPOSAL: The Contractor is responsible to dispose of all refuse, rubbish, scrap materials and debris caused by their operations as instructed by VDOT. No such refuse, rubbish, scrap material and debris shall be left within the completed work area nor buried on the job site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law. No VDOT dumpsters are to be used for debris disposal. **The cost for disposal shall be included in the bid pricing.**

h. COORDINATION WITH STATE FORCES: VDOT reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate with VDOT and other contractors as necessary.

**D. METHOD OF ORDERING WORK:**

1. **WORK NOTIFICATION PROCEDURE:** The Contractor’s official notification is the purchase order or release order, outlining setup location, quantity and types of equipment required, and expected period of time equipment will be required. In case of emergency, verbal notification shall be sufficient for the Contractor to begin. Written confirmation (purchase order or release order) shall follow within 48 hours.

2. **CONFIRMATION/RESPONSE TIME:**
   a. After receipt of the purchase order, the Contractor shall confirm the acceptance of work assignment within 48 hours and begin work within five (5) calendar days of notification. The Contractor may, at the time of notification, request additional time to respond. Approval of additional response time will be decided by VDOT on a case-by-case basis. For work assignments, the Primary Contractor will be contacted first.
b. When there is a requirement for a critical mobilization, the Contractor shall confirm within two (2) hours after being contacted by the Contract Administrator and work shall begin within six (6) hours of notification. The Contractor may, at the time of notification, request additional time to respond. Approval of additional response time will be decided by VDOT on a case-by-case basis. If additional response time is approved, the critical mobilization shall be forfeited.

3. CRITICAL/IMMEDIATE MOBILIZATION: In the event of a critical/Immediate need, the Contract Administrator, or designee, may request the Contractor furnish any or all listed equipment within six (6) hours of notification. If the Contractor is unable to provide, the Secondary Contractor will be contacted and if unable to provide, VDOT may procure these services from another source. The one-time per event critical mobilization fee of $500 will be paid in addition to the pay items. The critical/immediate response fee will not be subject to any increases during the duration of the contract, including the Special T & C No. 28, Renewal of Contract.

Service under this contract may be required for emergency situations (floods, etc.), which would require a response time per the emergency situation. In cases of an emergency, VDOT may contract services elsewhere if the Contractor cannot respond as needed or if additional resources are needed that cannot be supplied by the awarded contractors.

4. CONTINUOUS OPERATION REQUIREMENT: The Contractor(s) shall provide a continuous operation once they commence work. If this is not done, a Procurement Complaint Form may be issued, which may ultimately result in the default of the contract.

5. CONTRACTOR’S FAILURE TO REPORT: If a Contractor fails to commence work at the mutually agreed upon time, they may be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Para. P. A Procurement Complaint Form may be issued against the Contractor.

6. CONTRACTOR’S DECLINE OF ASSIGNMENT: When the Contractor (Primary or Secondary) is unable to report to an assignment, the Contractor shall provide the Contract Administrator, or designee, with written documentation stating why he cannot perform work. The Contractor Release from Contract Form (ASD-05) will be signed by the Contract Administrator and submitted to the Contract Officer for final approval. VDOT will approve or disapprove in writing whether the Contractor is released from contractual responsibilities. If a Contractor (Primary or Secondary) declines an assignment other than one approved in writing by VDOT, they will be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition No. P. A Procurement Complaint form will be issued against the Contractor.

7. MULTIPLE PROJECTS: The Primary Contractor will be contacted first for all work planned. However, if multiple projects are ongoing and the Primary Contractor is unable to provide the necessary equipment and experienced operators needed to complete all projects efficiently, VDOT reserves the right to contact the Secondary Contractor to complete any projects it deems necessary. The Primary Contractor shall submit written documentation for completion of the Contractor Release Form.

E. HOURS OF WORK:
1. NORMAL HOURS OF WORK: All normal work will be expected to be performed between the hours of 7:00AM (EST) and 7:00PM (EST), Monday through Friday. There may be circumstances under which the Contractor will be required to work extended hours or weekends to complete the assigned work. All work will be paid at the quoted rate with no overtime allowed.

2. STARTING TIMES AND SCHEDULES: Starting times and schedules may vary and will be at the discretion of the VDOT Contract Administrator or designee.

3. STATE HOLIDAYS/WEEKENDS: No work shall be permitted on major Holidays, Saturday or Sunday, without written permission from the Contract Administrator, or designee. State Holidays include, but are not limited to, New Year’s Day, Lee-Jackson Day, Martin Luther King, Jr. Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. No work shall be performed on Primary roadways after 12:00 noon on Fridays without the approval of the VDOT Contract Administrator or designee.

F. SAFETY REQUIREMENTS:

1. SAFETY STANDARDS, RULES AND REGULATIONS: The Contractor shall ensure all personnel and equipment comply with all OSHA and VOSH standards as they apply to the work being done and not create any hazardous conditions with the equipment used. This includes, but is not limited to, equipment having vehicular backup alarm systems and flashing lights and equipment containing a roll-over protection system must be equipped with seat belts that shall be worn by the occupants while in use. Refer to Special Term and Condition No. 29, for Safety and Health Standards.

2. PROTECTION OF PERSONS AND PROPERTY: The Contractor shall take every precaution at all times for the protection of persons which may come on the work site or be affected by the Contractor’s operation in connection with the work by ensuring all work/job areas are to maintained clean and free from safety hazards. The Contractor shall take every precaution to continuously maintain adequate protection of all their work from damage and shall protect VDOT’s property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners.

3. PERSONAL PROTECTIVE EQUIPMENT (PPE): All contractor personnel shall wear the applicable PPE when required (i.e. hardhats, safety vests/apparel, etc.) and participating or observing all types of fieldwork when outside the cab of the vehicle.

4. AUTHORITY TO SUSPEND WORK: During the execution of the work, the Contract Administrator, or designee, will have the authority to suspend the work fully or in part due to the failure of the Contractor to correct conditions unsafe for the workers and/or general public, for failure to carry out orders for such period, and as may be deemed necessary due to unsuitable weather, conditions unsuitable for the execution of work, or for any other conditions or reasons deemed to be in the public’s interest.
5. COMMERCIAL DRIVER’S LICENSE: When required by the equipment being operated, the operator of each piece of equipment shall possess a valid Commercial Driver’s License with the proper endorsements.

V. OPTIONAL PRE-BID CONFERENCE: An optional prebid conference will be held at 10:00 AM Thursday, April 25, 2019 at the VDOT Lexington Residency, 275 Alphin Lane, Lexington, VA 24450. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

VI. METHOD OF PAYMENT:

A. PAYMENT: Payment for equipment with operator paid on an hourly basis, will be made to the nearest one-half hour for the actual time equipment and personnel are used at the project location, with no stand-by time allowed. The Contractor shall incorporate the mobilization costs into the bid rate for each line item.

B. VERIFICATION: At the conclusion of the workday, the Contractor shall submit a VDOT-provided daily timesheet showing the line items and quantities for each workday. The form will be verified, mutually agreed upon and signed by the Contractor and Contract Administrator at the end of each workday. The timesheets will be used by VDOT to verify Contractor’s invoices.

C. COMPLIANCE: At the conclusion of the workday, the Contractor shall demonstrate to the Contract Administrator the work is fully in compliance with the contract and VDOT specifications. Any deficiencies shall be corrected within 24 hours by the Contractor at his sole expense, prior to the final acceptance of the work. VDOT may arrange for the corrective work to be accomplished by other forces and reserves the right to deduct that portion from the amount due the Contractor. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions will be reported to the VDOT Contracting Officer with the use of a Procurement Complaint form.

D. LOWBOY COMPENSATION: The cost for moving of all unlicensed equipment with the lowboy tractor/trailer to and from the job site will be incorporated into the hourly rate for each piece of unlicensed equipment that requires the lowboy for transport. The lowboy tractor/trailer will not be paid as a separate line item for mobilization, except when moving the Contractor’s unlicensed equipment from one VDOT work location to another VDOT work location within the same day or for moving VDOT-owned equipment or materials to and from a work location.

E. BILLABLE TRAVEL TIME: Equipment traveling or moved from one VDOT work location to another VDOT work location within the same day will be paid at the equipment’s hourly rate. Unlicensed equipment required to be moved between job sites within the same day will be paid at the lowboy hourly rate. Other travel or movement of equipment will not be billable.
F. SHOW-UP TIME: The Contractor shall be paid two (2) hours show-up time for the requested work order production items if the Contractor is unable to perform due to circumstances approved by the Contract Administrator (i.e., inclement weather, emergency situations for VDOT, etc.) and the proper personnel and equipment reported to the job location. VDOT reserves the right to determine if the Contractor qualifies for show-up time.

G. EQUIPMENT BREAKDOWN: If a piece of the Contractor’s equipment breaks down causing delay in a project, VDOT will not be responsible for payment to the Contractor during this time. If replacement equipment is needed, the Contractor shall provide a replacement within two (2) hours. The Contractor will not be compensated to mobilize the replacement equipment in or out. If the needed equipment has to be obtained from another source, the Contractor will not be compensated for the trip to mobilize the broken equipment from the work site. Payment will resume once the project can be restarted. If equipment referenced in the contract is replaced during the contract period, the Contractor shall notify VDOT. VDOT reserves the right to inspect any replacement equipment.

VII. INVOICING/PAYMENT:

A. INVOICE: After acceptance of work, invoices shall be submitted twice monthly or upon completion of work, whichever occurs first. The only charges VDOT will approve for payment will be charges based upon the rates and line items agreed upon on the daily worksheet. All invoices shall include the contract number, Purchase Order number, Date(s) work performed, description of the work performed with location, breakdown of line items including equipment descriptions used from the contract or purchase order, quantities, price per unit of measure, extended price and invoice grand total. Invoices shall be submitted to the address listed below:

Virginia Department of Transportation
Lexington Residency
275 Alphin Lane
Lexington, VA 24450

Invoices may also be submitted electronically as an e-mail attachment to StauntLexAP@vdot.virginia.gov. Electronic invoices are acceptable but only as a PDF attachment to an email and not as part of the body of the email. DO NOT send an invoice by both mail and electronically.

B. PAYMENT DATE: Payment will be made according to the Virginia Prompt Pay Act which is thirty (30) days after receipt of a proper invoice or thirty (30) days after acceptance of pay items, whichever is later.

Payment may be made by check, EDI payment, or charge card (VISA). No additional charge card transaction fees, convenience fees, etc. shall be applied to the invoice.

VIII. BIDDERS INSTRUCTIONS WHEN SUBMITTING PAPER BIDS:

A. BID SUBMISSION – INSTRUCTIONS:
The **ENTIRE** bid document **must be received in our office** no later than the closing date and time stated on the “received” date and time stated on the electronic posting.

**Commonwealth of Virginia**  
**Virginia Department of Transportation (VDOT)**  
**Staunton District Customer Service Desk, Administration Bldg.**  
811 Commerce Road  
Staunton, VA 24401-9029  
Attention: Pamela Turner, Procurement

The **entire** bid package with the signed cover sheet, any/all signed addenda and any/all required attachments must be received in our office no later than the receive date and time stated on the electronic posting.

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

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

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<tr>
<th>From:</th>
<th>Due Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Name of Bidder</td>
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<tr>
<td>Street or Box Number</td>
<td>IFB No</td>
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<tr>
<td>City, State, Zip Code</td>
<td>IFB Title</td>
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<th>DSBSD-certified Small Business No.</th>
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<th>Name of Contract/Purchase Officer or Buyer</th>
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**C. RECEIPT OF BIDS / LATE BIDS:**

It is the Bidder’s responsibility to insure that his/her bid is received prior to or at the specific time and place designated in the solicitation. Bids received after the date and time specified for receipt shall not be considered. Bids not received at the time and place designated (see electronic posting), even if they are received at other VDOT offices/locations, will be considered late.

Bids will be opened at the time and place stated on the reminders page of the electronic posting of this solicitation, and their contents per the Virginia Public Procurement Act and Commonwealth of
Virginia Vendors Manual, will be made public for the information of bidders and others interested who may be present either in person or by representative. The VDOT personnel whose duty it is to open the bids will decide when the specified time has arrived.

No responsibility will be attached to any VDOT personnel for the premature opening of a bid not properly addressed and identified on the outside of a sealed envelope.

The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of bids received.

IX. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over $10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational
qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over $10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**
   
   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

   b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. 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. Within seven (7) days of the contractor’s receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

   (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

   (2) To notify the agency and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*,
CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder’s physical facilities prior to award to satisfy questions regarding the bidder’s capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency’s written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed,
subject to the Purchasing Agency’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product
offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance 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:**

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 and $2,000,000 in the aggregate. 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 shall be added as an additional insured to the policy by an endorsement.

4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

U. **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.

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over $10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for
employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, web site 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

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

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

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

b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.
For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.

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

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

X. **SPECIAL TERMS AND CONDITIONS:**

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of VDOT for the county(s) identified herein. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the Contract Officer upon mutual agreement of the contractor. Such modification shall name the specific county added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification
The contractor shall extend any special VDOT discount price adjustments resulting from adding counties. However, any reduction in the number of counties receiving service/goods shall not result in VDOT being charged any more than the awarded bid price(s).

2. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor’s office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.

3. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation on a **LOT TOTAL BASIS.** The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

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

6. **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.

7. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims presented to VDOT as a result of operations provided herein. 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.

8. **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 unless disclosure is required pursuant to court order, subpoena or other regulatory authority, 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.

9. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's supervisors and employees, and any subcontractors 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.

10. **COORDINATION WITH VDOT:** VDOT shall have the right at all times to be advised, at its request, as to the status of work being done by Contractor and of the details thereto. The Contractor shall maintain coordination with the VDOT representative and/or between contracts on the same project.

11. **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/crew supervisor shall be capable of communicating instructions to the Contractor’s crew and shall either be at the job site or within 30 minutes of the job site and shall be able to be contacted by VDOT within 30 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, Class 3 flagging garments, 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 Class 3 flagging garments/vests with no shirt.

12. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated start date may result in a change in the contract period indicated in the solicitation. If this occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

13. **EQUIPMENT/PERSONNEL CERTIFICATION:** The bidder shall furnish a completed *Vendor Qualification/Equipment Inventory Certification Form (Reference the separate fillable form attachment)* with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described. The Contractor shall supply the quantity of personnel and type of equipment submitted on the certification. The bidder shall possess or otherwise have available, at the time of bid closing, the equipment necessary to perform the work under the terms of this contract. VDOT reserves the right to inspect any equipment submitted on the certification form prior to Notice of Intent to Award, and any time after award.
14. EROSION AND SEDIMENT CONTROL CONTRACTOR CERTIFICATION (ESCCC) REQUIREMENTS: The requirement of personnel to obtain erosion and sediment control certification in accordance with the VDOT Road and Bridge Specifications, Section 107.16 (a) is satisfied by meeting one of the following:

- Hold a current VDOT Erosion and Sediment Control Certification (ESCCC)
- Hold a current* DCR Contractor Certificate. *DCR Contractor Certificates are considered current for a period of two years beyond the original expiration date.

List the name of the individual(s) with DCR certification on the separate fillable form attachment.

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

16. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order per lot per contract period with the eVA transaction fee assessed for each order.

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

17. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
18. **EXTRA CHARGES NOT ALLOWED:** The bid price shall include all applicable freight; extra charges will not be allowed.

19. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner’s representative that the work is 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.

20. **INTERSTATE HIGHWAY SYSTEM PRIVATIZATION:** Effective July 1, 2006 the General Assembly passed HB 667 with the Governor’s approval that the Virginia Interstate Highway System and some Primary Roadway maintenance services are to be performed under contract. These contracts are known as Turnkey Asset Maintenance Services (TAMS). In the event any roadway(s) or segment of roadway(s) becomes a component of a TAMS, the roadway(s) or segment of roadway(s) will be eliminated from the current contract requirements. Where prices or fees for services are directly related to those eliminated roadway(s) or segment of roadway(s), a modification to the contract will be initiated by VDOT for price reductions. If a modification is not in the best interest of the agency, and/or the roadway(s) or segment of roadway(s) affects the contract in its entirety, the contract will be considered terminated, at no fault.

21. **MINORS ON THE WORK SITE:** No minors (under 18 years of age) will be allowed on the VDOT work site(s) on which this contract will be performed except those employed by the Contractor as allowed by the Child Labor Laws of the United States and the Child Labor Laws of the Commonwealth of Virginia.

22. **OPEN AND CONCEALED CARRY OF FIREARMS:** It is the policy of the Commonwealth that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, [Party] shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.

23. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all approved subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is fully responsible for the acts and omissions of their subcontractors and of persons employed by them as he is for the acts and omissions of their own employees.

24. **PROPRIETARY INFORMATION:** All information submitted to VDOT is subject to disclosure under the Freedom of Information Act (2.2-3700 et seq. of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (2.2-4300 et seq.
of the Code of Virginia), for data or materials submitted as part of a procurement transaction or prequalification application that you believe are trade secrets or proprietary information, you must file:

1) a written request, either before or at the time the data or materials are submitted, that:
   • Invokes the protection of 2.2-4342 of the Code of Virginia
   • Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. (Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information; the identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection); and
   • States the reasons why protection is necessary, and a

2) redacted copy of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.

25. 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.

26. 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.

27. REFERENCES: Bidders should provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. Reference the separate fillable form attachment.

28. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 4 (four) successive 1 (one) year periods under the terms and conditions of the original contract except as stated in a and b. 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. Price increase will not be allowed for “No Charge” items.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the “OTHER SERVICES” category of the Table 3 of the CPI-U 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 Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

29. 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.

30. SANITARY FACILITIES: The 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.

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

32. 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. If applicable, reference the separate fillable form attachment.

33. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:

A. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have received DSBSD small business certification. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor’s submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than $100,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, businesses with DSBSD service disabled veteran owned status, or Employment Services Organization) and type of product/service provided at the frequency required.

2. In addition each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.
34. **TERM OF CONTRACT(S):** The contract period will be one (1) year, with the start date of June 3, 2019, or date of award, whichever is later.

35. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality 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 terms of Paragraph P, General Terms and Conditions.

37. **UNBALANCED BID:** 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.

38. **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.

39. **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.

40. **WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS:**
   The Contractor shall provide at least one (1) employee who, at a minimum, is verified by VDOT in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices. In addition, the Contractor shall provide an employee that is verified by VDOT in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations as shown in the latest edition of the Virginia Work Area Protection Manual are needed due to field conditions. These persons must have their verification cards with them while on the project site. If proof of verification cannot be provided by the contractor at any time, the equipment with operator services operation may be suspended or the Contractor may be deemed in default in accordance with the general terms and conditions.

There are three options available to receive Work Zone Traffic Control (WZTC) training based on an individual's job duties and responsibilities as required by the FHWA Final Rule on Work Zone Safety and Mobility and the Virginia Department of Transportation.
These options can be accessed at [http://www.virginiadot.org/business/trafficeng-WZS.asp](http://www.virginiadot.org/business/trafficeng-WZS.asp) under the bolded title of Work Zone Traffic Control Training Requirements. Additional information about Virginia's Work Zone Traffic Control training program may also be accessed on this website.

**THIS TRAINING MUST BE COMPLETED PRIOR TO THE CLOSING DATE OF THIS SOLICITATION. PROOF OF THIS SHALL BE PROVIDED WITHIN TWO (2) BUSINESS DAYS OF VDOT'S REQUEST IF NOT SUBMITTED WITH THE BID.**
ATTACHMENT A

Listing of Documents Incorporated by Reference if Applicable:

1. Manual on Uniform Traffic Control Devices (MUTCD)
   Web address: http://mutcd.fhwa.dot.gov
   Safety Highway Design; 10 S. Howard Street, Suite 4000, Baltimore, MD 21201-2819
   Phone # (410) 962-0093 or Fax # (410) 962-3655

   Virginia Department of Transportation, Attention: Location & Design; 1401 E. Broad Street, Richmond, VA 23219 Phone # (804) 225-3710

3. 2016 Road and Bridge Specifications
   Virginia Department of Transportation, Attention: Location & Design; 1401 E. Broad Street, Richmond, VA 23219 Phone # (804) 225-3710

4. 2016 Road and Bridge Standards
   Web Address: http://www.virginiadot.org/business/locdes/2016_road_and_bridge_standards.asp
   Virginia Department of Transportation, Attention: Location & Design; 1401 E. Broad Street, Richmond, VA 23219 Phone # (804) 225-3710

5. National Cooperative Highway Research Program (NCHRP) 350
   Web Address: http://safety.fhwa.dot.gov/fourthlevel/pro_res_road_nchrp350.htm
   Safety Highway Design; 10 S. Howard Street, Suite 4000, Baltimore, MD 21201-2819
   Phone # (410) 962-0093 or Fax # (410) 962-3655

   Department of Environmental Quality, 629 East Main Street, Richmond, VA 23218; Phone # (804) 698-4000

7. Miss Utility of Virginia
   Web Address: http://va811.com/professionals/excavators/
   Virginia Utility Protection Service, Inc., Roanoke, VA
   Phone # (800) 552-7001

8. OSHA
   Web Address: http://www.osha.gov
   Federal Office Building, Room 614, 200 Granby Mall, Norfolk, VA 23510, Phone # (757) 441-3820, Fax # (757) 441-3594
ATTACHMENT B
SWAM COMPLIANCE REPORT (ASD-63)

INSTRUCTIONS FOR THE SWaM COMPLIANCE REPORT

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

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

1. **Contractor/ Tax I.D. No.** enter the complete name of the prime contractor and their federal tax identification number.
2a. **Contract Name** indicate the name of the contract as it appears on contract documents
2b. **District** indicate the VDOT responsible district where the contract is being performed. See list of districts in these instructions
2c. **Contract No.** provide VDOT contract number
3. **Period Ending** indicate the reporting period based on the Reporting Schedule listed in these instructions
4. **Tax I.D. No.** insert the tax identification number of the vendor that appears in the preceding column
5. **SWaM Category** S, W, M, SDV, None indicate the SWaM status of each vendor identified as a subcontractor or vendor. This number is issued by DSBSB and can be located on their website At [http://www.sbsd.virginia.gov/](http://www.sbsd.virginia.gov/).
6. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
7. **Subcontractor Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above $100,000 and non-SWaM vendors for contracts valued at or above $200,000.
7a. **This Quarter** indicate the amount paid to each subcontractor per reporting period. If no payments were made during this period enter $0.
7b. **Year to Date** summarizes all payments made to the vendor to date.
8. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subcontractor

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

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

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<tr>
<th>DISTRICTS</th>
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<td>Culpeper</td>
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<td>Staunton</td>
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<td>NOVA</td>
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</table>
ATTACHMENT B
SWaM COMPLIANCE REPORT

(1) Contractor/Tax I.D. No. ____________________________________________
(1a) Contract Name ________________________________________________
(1b) District ____________________________
(1c) Contract No. ____________________________
(2) Period Ending __________

(3) Subcontractor/ Vendor
   Tele No., Certification No.

(4) Tax I.D. No.

(5) SWaM Category
   S, W, M, SDV, None

(6) Subcontract Amount

(7) Subcontractor Payment
   (7a)This Quarter
   (7b) To Date

(8) Type of Work or Commodity

All amounts paid to subcontractors/vendors are to be reported and submitted by the 5th business day after the end of each quarter to the Contract Officer. See instructions.

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

Signature and Title of Company Official

______________________________ Date _____