BID SUBMISSION – INSTRUCTIONS: All bid responses must be submitted electronically thru eVA. Bid responses are due in eVA by 9am on Wednesday, July 29, 2020.

I. PURPOSE:

The Virginia Department of Transportation (herein referred to as “VDOT”) is soliciting quotes from qualified firms to furnish and deliver a one-time purchase of Precast Concrete Box Culvert, Wing Walls and other items as described below to the VDOT Fredericksburg District, an agency of the Commonwealth of Virginia.

II. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY: This solicitation is set-aside for award priority to DSBSD-certified micro businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly the solicitation. DSBSD-certified micro business or small businesses that include 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 if and only if they are certified as such by DSBSD on the due date for receipt of bids.

III. QUESTIONS REGARDING THIS QUICK QUOTE:

Any questions regarding this quick quote shall be addressed to Kristy Jeter, Contracting Officer, at (540) 899-4237 or email to Kristy.Jeter@VDOT.Virginia.gov. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters.

IV. GENERAL:

For the purpose of clarification, each firm receiving this invitation for bids 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 as “VDOT”, and “Representative” refers to the VDOT Contract Administrator who will be administering the contract. The Request for Quotes states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between VDOT and the Contractor.

V. SPECIFICATIONS / CONTRACT REQUIREMENTS:

A. SCOPE OF WORK: The Contractor shall furnish and deliver, per attached plans, the specific sizes and quantities of precast concrete single cell box culverts, wing walls and other related material to the location indicated herein.

B. SPECIFICATIONS: The vendor shall be able to furnish and deliver precast box culverts, wing walls and associated material as described below.

1. The Contractor shall furnish the following items:
   36 LF 8’ x 6’ ID Single Cell Precast Box Culvert and Preplaced Neoprene Gaskets at the Joints
   Special Design Wing Walls - per attached plans (The toe/scour wall will be CIP by VDOT)
   CS-102 or Equivalent Wrap

2. All concrete items supplied in this quote shall conform to the following specifications:
   a. Concrete shall be Class A4 having a minimum compressive cylinder strength at 28 days equal to 4000 psi.
   b. Designed for HL-93 Loading at 2’ to 4’ fills
   c. Concrete sections shall not weigh more than 25 tons each
   d. Concrete items furnished shall be in accordance with the requirements of Section 302 and other related specifications within the 2016 VDOT Road and Bridge Specifications

C. REQUIREMENTS WHICH THE CONTRACTOR SHALL COMPLY WITH:

1. DELIVERY: Delivery of goods and performance of services shall be no later than October 20, 2020. The Agency requires the bidder to deliver no later than the time stated above.

2. DELIVERY NOTIFICATION: All deliveries shall be during normal working hours – Monday through Thursday between the hours of 7:00 a.m. and 5:30 p.m. Vendor shall call Mike Finch at (540) 907-2539 at least one week prior to delivery. This will allow time to schedule crane for unloading.

3. DELIVERY CONFLICT: In the event VDOT is unable to accommodate delivery of the box culvert and wing walls due to weather conditions, work schedule, etc., the products shall remain at the vendor’s location for up to 60 days until such time that VDOT can accept delivery and expedite work.

4. DELIVERY LOCATION: Box culvert and wing walls shall be delivered to the construction site located at State Route 677, Camp Road in Caroline County (GPS 37.838809 -77.327621. Construction site is located 0.51 mile N of 31285 Camp Rd, Hanover, VA 23069.). VDOT will be responsible for the unloading of the box culverts.

VI. METHOD OF PAYMENT:

Payment will be made in accordance with the Virginia Prompt Payment Act which is thirty (30) days after receipt of a proper invoice and verification of satisfactory goods and/or completion of work. Payment shall be made upon receipt of invoice and final acceptance by VDOT. The Contractor shall mail invoices to the appropriate address as listed below.

VII. INVOICING:

Contractor’s invoice shall include the purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. No payment will be made for work in progress. Contractor’s invoice shall be mailed within thirty (30) days after acceptance of delivery to the address listed below:

Virginia Department of Transportation
Fredericksburg District Structure & Bridge Office
87 Deacon Road
Fredericksburg, VA 22405

VIII. SPECIAL TERMS AND CONDITIONS:

A. AWARD: The Commonwealth will make the award(s) on GRAND TOTAL basis to the lowest responsive and responsible bidder that is a DSBSD-certified micro business if such a bid is received, provided that the bid is less than $10,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. Otherwise, award of the contract shall be made to the lowest responsive and responsible bidder that is a DSBSD-certified small business if such a bid is received, provided that the bid is not more than $100,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. If, in the agency’s opinion, the criteria in the previous two sentences are not present, then award shall be made to the lowest responsive and responsible bidder of any size, provided the agency in its sole discretion determines that the price is fair and reasonable. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for early prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informalities, and to delete items prior to making an award.

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

C. 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 also be terminated by the contractor, 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.

D. **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.

E. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's supervisors and employees shall carry a valid government issued picture identification card on them at all times when working on VDOT right of way or VDOT facilities and/or grounds.

F. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor’s crew. VDOT shall be able to contact the foreman/supervisor within 60 minutes.

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

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

H. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. 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 added or eliminated and by signing this bid, the bidder agrees that no claims for contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.

I. **E-VERIFY PROGRAM:** 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.

J. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase orders 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.
K. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner’s representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.

L. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

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

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

O. **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.

P. **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.

Q. **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.

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

S. **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.

T. **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.

U. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.

V. **TERM OF CONTRACT:** The contract period will be from date of award forward 90 days.

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

X. **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.

Y. **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.