

Administrative Services  
NoVa Procurement  
Welding Services  
IFB-156333



**VIRGINIA DEPARTMENT OF TRANSPORTATION  
INVITATION FOR BIDS (IFB)**

**Issue Date:** November 19, 2020

**IFB# 156333**

**Title:** Welding Services

**Commodity Code(s):** 91076

**Location of Work:** Northern Virginia District.

**Period of Contract:** 1 Year From date for award. (renewable)

**Issuing Agency:**

**Commonwealth of Virginia  
Virginia Department of Transportation (VDOT)  
NOVA District Procurement Section  
4975 Alliance Drive  
Fairfax, VA 22030  
Attention: Nasir Chhipa**

**Important Dates:**

**Pre-Bid Conference:** An optional pre-bid conference will be held on **December 1, 2020 at 10:00AM.** Via Google Hangout Meet Refer to Section VI. Pre-Bid Conference for more details.

**Please utilize the following conference information to access the pre-bid conference on December 1, 2020 at 10:00AM. [meet.google.com/bbw-duaf-wtt](https://meet.google.com/bbw-duaf-wtt) Google Hangouts access information Phone Number: (US)+1 929-333-4146 PIN: 373 672 913#**

**Sealed Bids will be RECEIVED until 11:00 AM on December 14, 2020 for Furnishing the Services Described Herein.**

**Sealed Bids will be OPENED in Public at 11:30 AM on December 14, 2020 via Google Hangout Meet. Please utilize the following conference information to access the Bid Opening on December 14, 2020 at 11:30am. [meet.google.com/wcj-dbmj-nst](https://meet.google.com/wcj-dbmj-nst) Google Hangouts access information Phone Number: (US)+1 410-995-8291 PIN: 341 604 039#**

**Questions?** All inquiries for information must be submitted via email to: Nasir Chhipa at [nasir.chhipa@vdot.virginia.gov](mailto:nasir.chhipa@vdot.virginia.gov). Questions should be received by close of business no later than 5 days prior to bid closing date.

**\*\*NEW\*\* Electronic Bid Submission:** VDOT is now able to accept electronic bid submissions directly through the eVA portal. Visit the following website for complete, step-by-step instructions:

<https://dgs.virginia.gov/globalassets/business-units/dps/documents/vbo/online-bidding-instructions-ifb.pdf>

**NOTE TO BIDDERS – Please review common mistakes and reminders prior to submitting bid**

1. **Unbalanced Bids:** Make certain bids are not unbalanced. Verify that prices are not obviously above or below a reasonable estimated cost.
2. **Bid Documents:** Ensure all bid documents are completed and uploaded with the bid submission. Bid documents include, but may not be limited to:
  - a) Attachment A Vendor Qualification/Equipment Inventory Certification
  - b) Attachment B State Corporation Commission Form
  - c) Attachment C Normal and Emergency Contacts
  - d) Attachment D Subcontractor Approval Request
  - e) Attachment E References.
3. **OTHER INSTRUCTIONS TO BIDDERS:** Be sure to read and follow any other instructions in the solicitation.

**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.

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Attachments:

- A. Vendor Qualification/Equipment Inventory Certification
- B. VA State Corporation Commission Form
- C. Normal and Emergency Contacts
- D. Subcontractor Approval Request
- E. References



**I. PURPOSE:**

The Virginia Department of Transportation (herein referred to as “VDOT”) is soliciting bids from qualified firms to provide Certified Welders with welding equipment and all tools of the trade to supplement the Northern Virginia District Equipment Shops during emergency operations such as snow and ice events as well as non-emergency operations on an on-call, as-needed basis. For bidding purposes the District is broken down into three (3) Lots. *Lot 1* will be Fairfax County and Arlington County, *Lot 2* will be Loudoun County and *Lot 3* will be Prince William County.

PERIOD OF CONTRACT: One (1) Year from the date of Award (Renewable)

**II. QUESTIONS REGARDING THIS INVITATION FOR BID:**

Any questions regarding this invitation for bid shall be addressed to Nasir Chhipa at [nasir.chhipa@VDOT.virginia.gov](mailto:nasir.chhipa@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 no later than five (5) days prior to the closing date.

**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”. Virginia Department of Transportation is referred to as “Department” or as “VDOT”, and “Representative” refers to the VDOT Contract Administrator who will be administering the contract. This Invitation for 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. WORK LOCATIONS:**

Welding services shall take place at the following VDOT locations.

<b>Lot 1 Fairfax County and Arlington County:</b>	<b>Lot 2 Loudoun County:</b>	<b>Lot 3 Prince William County:</b>
Arlington Primary Headquarters 1510 Columbia Pike Arlington, VA 22204	Arcola Area Headquarters 41880 John Mosby Highway Arcola, VA 20107	Manassas Area Headquarters 10228 Residency Road Manassas, VA 20110
Van Dorn Equipment Shop, and Van Dorn Area Headquarters 5910 McGuinn Dr. Alexandria, VA 22310	Leesburg Area Headquarters, and Leesburg Equipment Shop 41 Lawson Road, S.E. Leesburg, VA 20175	Gainesville Area Headquarters 14831 Lee Highway, Gainesville, VA 20155
Reston Area Headquarters 10907 Sunset Hills Road Reston, VA 20190	Hillsboro Area Headquarters 37151 Koerner Lane Purcellville, Va. 20132	Lake Ridge Area Headquarters 13000 Chinn Park Drive, Woodbridge, VA 22192



Newington Area Headquarters 8305 Cinderbed Road Lorton, VA 22079	St. Louis Area Headquarters 22025 St. Louis Road Middleburg, Va. 20117	Dumfries Area Headquarters 18200 Jefferson Davis Highway Dumfries, VA 22026
Merrifield Area Headquarters 8101 Lee Highway Falls Church, VA 22042		NOVA District Maintenance Complex 8011 Mason King Ct, Manassas, VA 20109
Camp 30 Equipment Shop 4726 West Ox Road Fairfax, VA 22030		1-95/I-395 Area Headquarters 14609 Telegraph Rd, Dale City, VA 22192
Fairfax Area Headquarters I-66 Interstate Headquarters 12700 Alliance Court, Fairfax, VA 22030		
Chantilly Area Headquarters 14900 Murdock St, Chantilly, VA 20151		

Contractors may be required to work in more than one location within the Lot, at the discretion of the VDOT Contract Administrator or designee, based on VDOT’s work requirements.

**V. SPECIFICATION /CONTRACT REQUIREMENTS:**

**A. SCOPE OF WORK:**

The Contractor shall supply certified welders, supervision, equipment and tools of the trade to perform **welding services such as cutting, grinding, braising, soldering, straightening, fabrication and re-building on equipment such as plows, spreaders, vehicles, mowers, tractors and equipment owned by VDOT, or under contract by VDOT.** Services will generally be performed at VDOT field locations listed above, however Contractor shall be capable of performing services “on the road” when required.

VDOT will supply all fabrication material to make needed repairs.

The specifications contained herein are a statement of the minimum level of service the Contractor is expected to provide. They are not intended to be, nor shall they be construed as, either minimum performance levels or limitations on the effort the Contractor shall expend to accomplish the services required. The Contractor shall take all steps and measures that a prudent equipment owner would take to maximize the life expectancy of VDOT property.

**B. PERSONNEL:**

**1. Qualifications:**

**Welders shall have a minimum of 5 years' experience and capable of performing welding services as required under Section V. Specification/Contract Requirements, subsection-A: Scope of Work.**

All Welders shall carry current certification through the American Welding Society (“AWS”) and have such certification cards in their possession at all times. No other certifying board is acceptable and the certification must have been obtained within the last five (5) years and must have been obtained from an AWS accredited testing facility. Certifications from non-accredited testing facilities will not be accepted. All welders must be certified in 1” overhead and 1” vertical welding. **Bidders shall submit their 9 digit AWS certification number and/or a copy of their certified test results from an AWS accredited testing facility with their bid submission, for all of their welders that may be working on VDOT projects** and shall keep this certification current during the term of the contract. If the certified test results are presented, Contractor shall obtain a 9 digit AWS certification number within ninety (90) days of their AWS testing date and shall submit that certification number to VDOT. Any new employees and/or subcontractors working for the Contractor who are added after the start of the Contract shall also follow the same testing and certification guidelines as well as provide a valid 9 digit AWS number and/or a copy of their certified test results from an AWS accredited testing facility, prior to starting on a VDOT project. If the certified test results are presented, Contractor’s employees and/or subcontractors shall obtain a 9 digit AWS Certification number within ninety (90) days of their AWS testing date and shall submit that certification number to VDOT. All Welders shall be competent, experienced and qualified in the types of welds listed below. The list below is not all inclusive but an example of some of the welding services VDOT will require.

- **Flat bevels of unlimited thickness**
- **Flat fillet**
- **Horizontal bevels and reinforcing steel**

**2. Sign In Sheets:**

The Contractors’ personnel shall sign-in when reporting to the VDOT assigned location and sign-out at the end of the shift. Anytime the Contractors’ personnel leave the assigned location they must sign-out and sign-in again upon return.

**3. Daily Timesheets:**

The Contractors’ personnel shall complete a daily timesheet indicating each service performed and completed. Details of the Daily Timesheet will be agreed upon by the Contractor and the VDOT Contract Administrator. The Daily Timesheet must contain the following information:

- Contractor’s Name
- VDOT Work Location
- Contractor’s Employee Name
- Date and Time Signed In
- Date and Time Signed Out
- VDOT equipment number, Type of Equipment and Repairs performed.

The Daily Timesheet must be signed by the Welder and by the VDOT Contract Administrator or designee. The original Daily Timesheet will be retained by VDOT with a copy being retained by the Contractor and shall be submitted with the invoice.

**4. Welders must be capable of reading and interpreting plans and sketches and fabricate designs as necessary.**

**5. Uniforms:**

The Contractor shall ensure all employees are identifiable and shall wear a shirt, jacket or similar article, which identifies the company and the operator name. Any person working

under this contract shall be neat in appearance at all times. Proper dress shall include long pants and shirts with sleeves. Clothing should be appropriate for weather conditions.

6. **Communication:**

For the safety of all involved, Contractors' personnel must be able to understand, communicate and write in English. VDOT personnel must be able to understand the English spoken by each welder. Welders must have a good working knowledge of the Northern Virginia road system. Contractors' personnel must be capable of reading and understanding maps and verbal or written instructions in English.

C. **EQUIPMENT:**

1. **Welding Equipment:** The Contractor shall have and maintain suitable modern welding equipment and tools of the trade to include a welder, plasma cutter, oxygen/acetylene torches, and all other items that are necessary for the satisfactory execution of the requirements of this IFB. The welding unit shall be rated at a minimum 200 AMP, at 100% duty cycle and capable of welding both stainless and mild steel. The plasma cutter shall be capable of cutting ½" thick material. The truck shall be outfitted in a professional manner with all equipment properly mounted per DOT regulations and configured to safely and efficiently perform mobile welding services. All equipment required for this IFB shall be included on **Attachment-A Vendor Qualifications Equipment Inventory Certification Form.**
2. VDOT in its sole discretion shall determine whether the equipment offered by bidders is considered equal to that named herein. VDOT reserves the right to inspect all equipment prior to award.
3. VDOT will not be responsible for any damage to the Contractor's vehicles, equipment, tools and supplies as a result of work being performed under this contract.
4. 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 required vehicles.
5. The name of the company shall be displayed on both sides of all work vehicles.
6. 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.
7. Contractor shall not be permitted to park vehicles or leave their equipment at a VDOT facility when not performing services.

D. **MANNER OF CONDUCTING WORK AT THE JOB SITE:**

1. **Standards:**  
All welding shall be performed according to the AWS Standards, VDOT specifications and shall be completed to the satisfaction of the VDOT Contract Administrator or designee. The Contractor shall be responsible for all repair work and any necessary re-work on work previously performed.
2. **Contractor's Conduct:**  
The Contractor shall be responsible for the conduct of all Contractor's and Subcontractor's personnel while at the work site.
3. **Signs or Advertisements:**  
No signs or advertisements shall be posted on VDOT's property without prior written approval by the VDOT Contract Administrator.

**E. SAFETY REQUIREMENTS:**

1. The Contractor shall ensure that all employees and equipment comply with all OSHA and VOSH Standards, AWS Safety and Health Fact Sheets, and VDOT safety rules as they apply to the work being done and not create any hazardous conditions with the equipment used. The Contractor shall also provide and ensure that all employees wear the proper safety equipment while on the work site in accordance with OSHA, VOSHA and AWS Standards. Necessary safety supplies and equipment, shall include, but is not limited to, welding safety protection, safety hats, vests, steel toe shoes, gloves, glasses etc. This shall include wearing hardhats when working in designated hardhat areas of VDOT. 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. Failure to comply with a safety requirement constitutes reason to restrict work being performed under this contract.
2. The Contractor shall take every precaution for the protection of people who may come on the work site or be affected by the Contractor's operation.
3. The Contractor shall take every precaution to continuously maintain adequate protection of all their work from damage and shall protect VDOT property from injury or loss arising in connection with this Contract.

**F. REQUIREMENTS, WHICH THE CONTRACTOR SHALL COMPLY WITH:**

1. **Damage:**  
The Contractor(s) shall assume full responsibility for damage to VDOT property or equipment caused by negligence or abuse by Contractor's employees or equipment, as determined by authorized VDOT Contract Administrator or designee.
2. **Capacity to Perform:**  
The Contractor shall ensure the capacity to perform work under this contract when necessary even though there may be other contractual responsibilities to VDOT or elsewhere. Failure to provide the requested service may result in a Procurement Complaint Form and may result in VDOT procuring services from another source and or cancellation of the contract. See General Term and Condition P.
3. **Sub-Contractors:**  
No Sub-Contracted Welder with welding equipment shall be sent to an assignment that has not previously been approved and included on Attachment D Subcontractor Approval Request. Sub-contractors must be approved by the Contract Officer or designee. In the event the Contractor supplies an UNAPPROVED subcontractor for an assignment, the subcontractor shall not be accepted. If an approved sub-contractor cannot be supplied to replace an unapproved subcontractor, a Procurement Complaint Form will be issued and VDOT will request service from the next available Contractor.
4. **Coordination with State Forces:**  
VDOT reserves the right to perform any type of work within the limits of the operations. The Contractor shall cooperate with VDOT as necessary. VDOT shall have the right at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereto.
5. **Handling of Collected Waste:**  
All waste from performance of this contract shall remain the property of VDOT.

**G. METHOD OF ORDERING WORK:**

1. **Work Notification Procedure:**  
VDOT will issue a "Purchase Order" which will be for billing purposes only. VDOT makes no guarantee of minimum or maximum quantities as shown on the Purchase Order. At the time work is requested, and before work begins, a work order (referencing applicable



purchase order) will be issued identifying the work to be accomplished, and location of work.

2. If the Primary Contractor cannot provide service within the agreed upon timeframe, VDOT will take the request to the Alternate Contractor(s) based upon the lowest responsive and responsible bidder.
3. **Confirmation/Response Time:**
  - a. All Scheduled Non-emergency work will be assigned as they become available and the Primary Contractor will be contacted first. After receipt of the work order, the Contractor (Primary or Alternate) shall confirm the acceptance of work assignment within four (4) hours and begin work within twenty-four (24) hours of the initial 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. VDOT will coordinate with the Contractor to go over the scheduled work and to discuss the operation.
  - b. All Emergency work will be assigned as they become available and the Primary Contractor will be contacted first. After receipt of the work order, the Contractor (Primary or Alternate) shall confirm the acceptance of work assignment within two (2) hours and begin work within four (4) hours of the initial 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. VDOT will coordinate with the Contractor to go over the scheduled work and to discuss the operation.
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 the Contractor(s) fails to commence work at the mutually agreed upon time, a Procurement Complaint Form may be issued against the Contractor. It shall address the deficiency and corrective action needed. If corrective actions are not acquired by the deadline stated in the cure letter, VDOT may have the work accomplished by another source and the Contractor may be held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Paragraph P.
6. **Declining Assignment:**

When the Contractor (Primary or Alternate) is unable to report to an assignment, the Contractor shall submit a written document stating why they cannot perform work. VDOT shall approve or disapprove in writing whether the Contractor is released from contractual responsibilities. If a Contractor (Primary or Alternate) 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 Paragraph P. A Procurement Complaint form will be issued against the Contractor.
7. **Multiple Scheduled Non-Emergency Work:**

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 Alternate Contractor to complete any projects it deems necessary. The Primary Contractor shall submit a written document stating why they cannot perform work.

#### **H. AUTHORIZED WORK HOURS:**

1. For scheduled Non-emergency work the normal hours will be Monday through Friday 7:00 am to 3:30 pm. There may be times when the Contractor is required to work beyond the 8



hour day or on weekends in order to complete an assignment. VDOT reserves the right to alter Non-emergency work hours or days if determined to be in the best interest of VDOT.

2. During Emergency operations VDOT generally reverts from a normal 8 hour shift to a 12 hour shift. Historically, there have been five (5) to seven (7) emergency events during the winter season requiring a 24 hour rotation of personnel. Such events have required personnel to continue operations up to 5 days thereby requiring personnel and replacement personnel to rotate work hours every 12 hours. The assigned shifts may include night; weekend and holiday work. Contractor and Contract Administrator should verify work hours at the time the order is placed.
3. Overtime pay will not be paid regardless of the number of hours a day or day of the week services are provided until the Welder has worked forty (40) hours in a VDOT work week. A VDOT workweek begins at 12:01 am on Sunday and ends at 12:00 pm on Saturday. All hours worked over forty (40) in a VDOT workweek will be paid at the unit bid price. Lunch periods will be 30 minutes and determined by the Contract Administrator or designee. No payment will be made for lunch periods.
4. No payment will be made for travel time to or from the Contractors' base of operation to the VDOT assigned work Area.
5. If the Contractor is required to travel during the shift from one location to another location, compensation will be paid at the hourly bid rate. Welders shall not work beyond forty (40) hours in a work week without prior approval from the Contract Administrator or designee.

#### VI. PRE-BID CONFERENCE:

An optional prebid teleconference will be hosted by the Contract Officer at **10:00 AM EST on December 1, 2020.** The conference will begin promptly at the time indicated. At the start of the conference the Contract Officer will conduct a roll call to identify the individuals participating on the call. Participants will be requested to provide their names, company and contact information during the roll call.

This conference can be accessed with the below dial-in information:

**Dial 1-929-333-4146**  
**Enter Meeting PIN ID: 373 672 913#**

Or, this conference can be accessed by downloading the free **Google Meet App** on your smart device.

- **From the Google App, click on “Join a Meeting”**
- **Enter meeting code: bbw-duaf-wtt**
- **Then select “Join Now”**

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.

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

#### VII. MEASUREMENT FOR PAYMENT/EVENT DETAIL PRICING SCHEDULE:

Bid pricing shall include mobilization, travel, labor, equipment, tools, fuel, supplies and any direct or indirect overhead cost. No additional charges will be allowed.

**LOT 1 – Fairfax County and Arlington County**

Bid Line 1 – Welding Maintenance and Repair Services per hour rate for each Certified Welder with equipment and tools of the trade. To be paid on a per hour basis up to forty (40) hours per VDOT work week for each Welder.

Bid Line 2 - Welding Maintenance and Repair Services per hour rate for each Certified Welder with equipment and tools of the trade, for all hours worked beyond forty (40) hours per VDOT work week for each Welder. Prior approval shall be received for all hours worked beyond forty (40).

**LOT 2 – Loudoun County**

Bid Line 3 – Welding Maintenance and Repair Services per hour rate for each Certified Welder with equipment and tools of the trade. To be paid on a per hour basis up to forty (40) hours per VDOT work week for each Welder.

Bid Line 4 - Welding Maintenance and Repair Services per hour rate for each Certified Welder with equipment and tools of the trade, for all hours worked beyond forty (40) hours per VDOT work week for each Welder. Prior approval shall be received for all hours worked beyond forty (40).

**LOT 3 – Prince William County**

Bid Line 5 – Welding Maintenance and Repair Services per hour rate for each Certified Welder with equipment and tools of the trade. To be paid on a per hour basis up to forty (40) hours per VDOT work week for each Welder.

Bid Line 6 - Welding Maintenance and Repair Services per hour rate for each Certified Welder with equipment and tools of the trade, for all hours worked beyond forty (40) hours per VDOT work week for each Welder. Prior approval shall be received for all hours worked beyond forty (40).

**VIII. METHOD FOR PAYMENT:**

Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

Payment will be made via check, ACH, or EDI. Payment may also be made via P-Card for invoices within the P-Card limit if the Contractor accepts the State’s Small Purchase Charge Card. For questions about eVA please contact eVA Customer Care center at [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov). For questions about electronic payments please contact DOA at (804) 692-0473 or via email at: [edi@doa.virginia.gov](mailto:edi@doa.virginia.gov)

**IX. INVOICING:**

The Contractor shall submit an invoice at the end of each week for all services performed and satisfactorily completed. Invoices shall include the Contractor’s name, contract number, VDOT vendor I.D., tax I.D. number, and work location, itemized quantities for utilized bid line, unit price, and extended costs based on the contract pricing schedule. The invoice must be accompanied by one copy of the Daily Timesheet for each Welder. Invoices shall be submitted to the address listed below.

Virginia Department of Transportation  
District Equipment Shop  
8011 Mason King  
Manassas, VA 20109  
[novadistequipinvoices@vdot.virginia.gov](mailto:novadistequipinvoices@vdot.virginia.gov)

**IX. BIDDER'S INSTRUCTION WHEN SUBMITTING BID:**

**1. BID SUBMISSION – INSTRUCTIONS:**

All bids must be submitted electronically online via [eVA](#) using the Bidder's established eVA Supplier Account. The entire bid response including any / all attachments and any / all addenda must be submitted electronically in eVA no later than the closing date and time stated on the electronic solicitation posting. Faxed, emailed, mailed or hand-delivered bids will not be accepted.

To submit an online bid, please refer to the online bidding instructions at:

<https://dgs.virginia.gov/globalassets/business-units/dps/documents/vbo/online-bidding-instructions-ifb.pdf>

It is the responsibility of the Bidder to ensure the bid and all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting. Bidders should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov).

**2. PUBLIC BID OPENING:**

Bids will be opened at the time 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.

A public bid opening via teleconference will be hosted by a VDOT representative at **11:30 AM EST on December 14, 2020**. The conference can be accessed with the below dial-in information:

- **Call 1-410-995-8291**
- **Meeting PIN ID: 341 604 039#**

Additionally, the conference can be accessed by downloading the free **Google Meet App** on your smart phone.

- **From the Google Meet App, click on "Join a Meeting"**
- **Enter meeting code: wcyjdbmj-nst**
- **Then select "Join Now"**

The bid opening will begin promptly at the time indicated. At the start of the conference the VDOT Representative will conduct a roll call to identify the individuals participating on the call. Participants will be requested to provide their names, company and contact information during the roll call.

If you are unable to access the teleconference at the scheduled time please contact the Contract Officer via email and a bid reading will be provided.

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

X. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".
- 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. 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.
  - f. 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. **OMITTED:**
- R. **OMITTED:**
- S. **OMITTED:**
- 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](http://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, sexual orientation, gender identity, 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](http://www.eVA.virginia.gov), streamlines and automate 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](http://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 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.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**XI. SPECIAL TERMS AND CONDITIONS:**

1. **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.
2. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards on a **Grand Total by LOT** basis as a result of this solicitation. 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.
3. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
4. **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.
5. **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.
6. **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.
7. **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.
8. **EQUIPMENT/PERSONNEL CERTIFICATION:** The bidder shall furnish a completed Vendor Qualification/Equipment Inventory Certification Form **Attachment-A** with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described. The bidder shall supply the quantity of personnel and type of equipment submitted on the certification. 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.

After commencement, modification or substitutions by the contractor for the equipment listed in the certification may be permitted with the written permission of the VDOT Contract Administrator or designee. Equipment substitutions permitted by VDOT may be inspected.

9. **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/offer, the bidder/offeror agrees that no claims for contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.
10. **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.
11. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in to **one (1)** purchase order per annual contract term with the eVA transaction fees assessed for each contract period.

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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

12. **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.
13. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.



Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

14. **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.
15. **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.

- 16. 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.
- 17. 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.
- 18. 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.
- 19. RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:** Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Virginia Department of Transportation Assurance and Compliance Office for the purpose of an audit, special investigation, or any study requested by the Assurance and Compliance Office in accordance with law may, subject to a determination by the Assurance and Compliance Office as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Assurance and Compliance Office 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 Assurance and Compliance Office, make a written request to the Assurance and Compliance Office 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 Assurance and Compliance Office 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 Assurance and Compliance Office, whether or not the Assurance and Compliance Office has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

20. **REFERENCES:** Bidders should provide a list of at least 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, the email, and the telephone/fax number. Submit references by completing and uploading **Attachment-E**.
21. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for up to **four (4)** successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
  1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the OTHER SERVICES category of 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 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.
22. **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.

23. **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.
24. **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 monthly basis (**by the 5th business day of each month**), all applicable information for each subcontractor listed on the Small Business Subcontracting Plan

that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis **(by the 5th business day of each month)**, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
25. **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.
26. **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. Refer to **Attachment-D**.
27. **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.
28. **TERM OF CONTRACT:** The contract period will be from date of award for a period of one year, with the opportunity for four (4) optional, consecutive one-year renewals.
29. **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.
30. **UNBALANCED BIDS:** If the unit prices in the bid are mathematically and materially unbalanced, the bid may be rejected as non-responsive. A mathematically unbalanced bid is one where some unit prices are nominal prices and others are enhanced prices, or where the individual unit prices are

unusually high or low in relationship to VDOT's estimate and do not evenly carry a proportionate share of the total cost of the goods and/or services plus profits. Where a bid is mathematically unbalanced, VDOT will review the estimated quantities and determine whether the bid is also materially unbalanced, meaning that there is doubt as to whether the bid is substantially likely to result in the lowest ultimate cost to the Department.

31. **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.





**ATTACHMENT A  
 VENDOR QUALIFICATION / EQUIPMENT INVENTORY  
 CERTIFICATION (ASD-08)**

All bidders responding to this IFB are required to complete equipment information for each piece of equipment listed in question #4.

**Failure to complete this attachment may render the bid non-responsive.**

1. Name of Business: \_\_\_\_\_
2. Name of Owner or Chief Executive Officer: \_\_\_\_\_ Telephone Number: \_\_\_\_\_
3. How many years has the firm been in the business of performing the services called for in this IFB? \_\_\_\_\_
4. All equipment that will require inspection by VDOT prior to Notice of Award is listed below.
  - In Column 1 place an “O” beside each piece of owned equipment. Place N/A in any block (YEAR/MAKE/MODEL/CAPACITY/ID#/VIN) that does not apply for owned equipment
  - In Column 1 place an “R” beside each piece of equipment that will be rented/leased or sub-contracted
  - In Column 1 place a “P” beside each piece of equipment that is to be purchased.
  - For rented, subcontracted or purchased equipment no detail (Year/Make/Model/Capacity/ID#VIN) is required at time of bid submission.
  - See #5 for rented/leased, sub-contracted or purchased equipment requirements.
  - VDOT may inspect any equipment used in the performance of this contract at any time during the performance of this contract. Any substitutes for equipment listed below must be inspected and approved prior to being used in performance of this contract.

“O” “R” “P”	DESCRIPTION	YEAR	MAKE	MODEL	CAPACITY	ID #/VIN

Welding Tools & Equipment

“O” “R” “P”	DESCRIPTION	YEAR	MAKE	MODEL	CAPACITY



5. Rented, leased equipment: Prior to Notice of Intent to Award VDOT shall require the bidder to provide a letter from the applicable entity on company letterhead stating the type of equipment with detailed equipment description and availability for the duration of the contract period, for any equipment intended for use to perform services of this IFB. This letter must be provided to the Contract Officer within 2 business days of request or the bidder will be deemed non-responsive.

Sub-Contracted equipment: Prior to Notice of Intent to Award VDOT shall require the bidder to complete the sub-contracting form identifying the company they intend to use for sub-contracting and listing of the equipment. This form must be provided to the Contract Officer within 2 business days of request or the bidder will be deemed non-responsive.

Future equipment purchase: Prior to Notice of Intent to Award, VDOT shall require the bidder to provide proof of purchase with detailed equipment description and confirmed delivery date for any equipment intended for use to perform services of this IFB. This proof of purchase must be provided to the Contract Officer within 2 business days of request or the bidder will be deemed non-responsive. All purchased equipment must be available by date of award.

6. Is any of the equipment listed above currently committed on any other contract (VDOT / non VDOT) contracts?  
 Yes  No

If yes, identify which equipment (year, make, model, ID/VIN), where the equipment is committed, contract number(s), name the party to the contract and location.

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**ATTACHMENT B**  
**VA STATE CORPORATION COMMISSION FORM**

**Failure to complete and return this attachment may result in your bid being deemed NON-RESPONSIVE.**

**Virginia State Corporation Commission (SCC) registration information.** The bidder:

\_\_\_\_\_

is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -  
**OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**ATTACHMENT C  
 NORMAL AND EMERGENCY CONTACTS**

<b>Send Contracts To: Bidder's Name/Title</b>		<b>Primary Phone Number</b>	
<b>Bidder's Mailing Address</b>		<b>E-mail Address</b>	

<b>Contact Person's Name</b>	
<b>Cellular Telephone Number</b>	
<b>Telephone Number - Normal Work Hours</b>	
<b>Telephone Number - After Work Hours</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	

<b>Contact Person's Name</b>	
<b>Cellular Telephone Number</b>	
<b>Telephone Number - Normal Work Hours</b>	
<b>Telephone Number - After Work Hours</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	

<b>Contact Person's Name</b>	
<b>Cellular Telephone Number</b>	
<b>Telephone Number - Normal Work Hours</b>	
<b>Telephone Number - After Work Hours</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	



**ATTACHMENT D  
 SUBCONTRACTOR APPROVAL REQUEST**

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of Virginia Department of Transportation (herein referred to as VDOT). In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VDOT with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

<b><u>FIRM INDIVIDUAL'S NAME &amp; ADDRESS</u></b>	<b><u>CONTACT PERSON AND PHONE NUMBER</u></b>	<b><u>TYPE OF WORK TO BE PERFORMED</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**TYPE OF EQUIPMENT PROPOSED SUBCONTRACTOR WILL PROVIDE**

\_\_\_\_\_

\_\_\_\_\_

**QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

Please indicate which above proposed subcontractors are certified (with DSBSD) as Small, Women Owned or Minority Businesses.

Certification Number(s): \_\_\_\_\_

\_\_\_\_\_

**FOR VDOT USE ONLY:**

The proposed subcontractor(s) listed above is/are approved and accepted under the terms and conditions of the contract requirements herein.

Signature of Authorized VDOT Representative	Date	Telephone Number
_____	_____	_____

**Administrative Services  
NoVa Procurement  
Welding Services  
IFB-156333**



## **ATTACHMENT E**

### **REFERENCES:**

Bidders shall provide a list of at least 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.

FIRM'S NAME	CONTACT PERSON	EMAIL ADDRESS	TELEPHONE / FAX #