



# Invitation For Bid

# 112711

*Crack Sealing*

*Richmond District*

Closing Date and Opening Time 11/01/10 @ 2:00PM

## **PRE- BIDDERS CONFERENCE:**

An **Optional Pre-bid Conference** will be held at 10:00 AM on October 20, 2010 at the Richmond District Office 2430 Pine Forest Dr, Colonial Heights, VA 23834. 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.

Contract Officer  
Cary B. Stickel  
Phone 804-786-2753 Fax 804-225-4292  
Email: Cary.Stickel@VDOT.Virginia.gov  
Administrative Services  
Procurement Section  
1201 E. Broad St  
Richmond, VA 23219

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

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Commonwealth of Virginia  
Department of Transportation  
Invitation For Bids/RFQ/Request For Proposals

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**HAND DELIVER BIDS/OFFERS TO  
(FEDX,UPS,etc):**

VDOT Central Office ASD (Bid Tab)  
1201 E Broad St  
Richmond, VA 23219

**MAIL BIDS/OFFERS TO:**

VDOT Central Office ASD (Bid Tab)  
1401 E Broad St  
Richmond, VA 23219

Date 09/24/2010  
RFQ#/IFB# 0000112711  
Opening Date 11/01/2010  
Opening Time Eastern Time 02:00PM  
Type IFB Sealed  
PreBid Conf Pre-Bidders Conference

It is the Bidders/Offerors responsibility to ensure that bids/offers in response to this Invitation for Bids/RFQ/Request for Proposals are received at the above address (the address for "HAND DELIVER BIDS/OFFERS TO:") prior to the due date and hour shown. If the Bidder/Offeror elects to use a private express courier for the delivery of their response to this Invitation for Bids/Request for Proposals, it is the Bidders/Offerors responsibility to ensure their bids/offers in response are delivered to the "HAND DELIVER BIDS/OFFERS TO:" address. Bids/Offers must be sealed, with IFB/RFQ/RFP number and opening date shown on the face of the envelope, including any special delivery envelopes. Sealed Bids will be publicly opened and read at that time. Address all questions and inquiries to Cary B. Slickel at 804/786-2753.

**INSTRUCTIONS TO BIDDERS/OFFERORS**

1. **RESPONSE:** A "NO BID" response IS required to maintain an active status on our vendors list.
2. **FACSIMILE BID:** SEALED BIDS will be accepted in a sealed envelope only. A sealed bid may be faxed to a local vendor's agent, placed in a sealed envelope and delivered to the hand delivery address prior to opening. FACSIMILE UNSEALED BIDS will be accepted; unsealed bids are not required to be in sealed envelopes.
3. **PRICE CHANGES:** Bids with price changes that have not been initialed will be rejected.
4. **PRICING:** In mathematical extension errors, unit price governs.
5. **AWARD RESULTS:** Award results will be posted for public inspection in a designated public area at the address listed above in HAND DELIVER BIDS/OFFERS TO and the eVA website. Award results will be mailed if SELF-ADDRESSED STAMPED ENVELOPE is supplied with bid. **BUYING VOLUME PROHIBITS GIVING RESULTS BY PHONE.**
6. **CANCELLATION/WITHDRAWAL:** VDOT may cancel or withdraw a solicitation in whole or in part and reject any and all bids or proposals at any time prior to an award (Section 2.2-4319, Code of Virginia).
7. **BIDDER/OFFEROR REGISTRATION:** In order to receive an award, you must be a registered Bidder/Offeror with VDOT and eVA.

If the above is an INVITATION FOR BID: In compliance with the above Invitation for Bid and subject to all terms and conditions, the undersigned offers and agrees to furnish the services/goods at the price set opposite each. If the above is a REQUEST FOR PROPOSAL: In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services/goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

I certify that I am authorized to sign this bid/offer for the Bidder/Offeror. SEE ATTACHED GENERAL TERMS & CONDITIONS.

**Company Name & Address**

VDOT Bidder/Offeror:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone:  
FAX Number:

Extension:  
email address:

Date \_\_\_\_\_

By \_\_\_\_\_

**SIGNATURE IN INK**

Name \_\_\_\_\_

Title \_\_\_\_\_

eVA Or DUNS Number \_\_\_\_\_

State Corporation  
Commission ID # \_\_\_\_\_



Commonwealth of Virginia  
Department of Transportation  
Invitation For Bids/RFQ/Request For Proposals  
RFQ# : 0000112711

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LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	9138432145	124,600.00	LB	CRACK SEALING CRACK SEALING. THIS WORK SHALL CONSIST OF SEALING ALL CRACKS		

**DELIVER TO**  
SEE COMMENTS

List your best Delivery \_\_\_\_\_ Days, if applicable

2	9752465060	770.00	HR	ARROW BOARD, ELECTRONIC, TRAILER MOUNTED, W/OPERATOR HIRED EQUIPMENT. CONSTRUCTION. PER VADOT SPECIFICATIONS		
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**DELIVER TO**  
SEE COMMENTS

List your best Delivery \_\_\_\_\_ Days, if applicable

3	9137199730	990.00	LFT	TYPE A PAVEMENT LINE MARKING 4" MAINTENANCE AND REPAIR, HIGHWAY		
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**DELIVER TO**  
SEE COMMENTS

List your best Delivery \_\_\_\_\_ Days, if applicable

4	9137199720	510.00	HR	TRUCK MOUNTED ATTENUATOR MAINTENANCE AND REPAIR, HIGHWAY		
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**DELIVER TO**  
SEE COMMENTS

List your best Delivery \_\_\_\_\_ Days, if applicable

5	9137199320	770.00	HR	FLAGGER SERVICE MAINTENANCE AND REPAIR, HIGHWAY		
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LINE ITEM DESCRIPTION FOR ABOVE;

PRICE PER HOUR FOR EACH FLAG PERSON



**DELIVER TO**  
SEE COMMENTS

List your best Delivery \_\_\_\_\_ Days, if applicable

6	9138432040	2,900.00	LB	AGGREGATE/SAND #10 CRACK SEALING CRACK SEALING. THIS WORK SHALL CONSIST OF SEALING ALL CRACKS		
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**DELIVER TO**  
SEE COMMENTS

List your best Delivery \_\_\_\_\_ Days, if applicable

Grand Total : \$ \_\_\_\_\_



**I. PURPOSE:**

The Virginia Department of Transportation (herein referred to as "VDOT") is soliciting bids from interested firms to provide all supervision, labor, equipment, materials and incidentals required for performing the services of crack sealing roadways for the 14 counties located in the Richmond District. Counties in which the work shall be performed are: Brunswick, Mecklenburg, Amelia, Lunenburg, Nottoway, Dinwiddie, Prince George, Chesterfield, Powhatan, Charles City, New Kent, Goochland, Henrico, and Hanover. Services may be performed on Secondary, Primary or Interstate routes maintained by the Department with the counties listed. The work shall be performed on an as-needed, on-call project basis.

**PERIOD OF CONTRACT:**

The initial term or period of the contract shall be for a one year (12 months) period with the effective date to be determined at time of award. With two (2) optional successive one-year renewal periods.

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

Any questions regarding this invitation for bid shall be addressed to Mr. Cary B. Stickel 804-786-2753 email Cary.Stickel@VDOT.Virginia.gov. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised.

**III. GENERAL:**

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

**IV. SPECIFICATIONS / CONTRACT REQUIREMENTS:**

- A. Contractor shall provide all labor, supervision, equipment, tools, incidentals, and material required for performing crack sealing services on Secondary, Primary, and Interstate roadways located within the 14 counties of Richmond District.
- B. Contractor shall be required to perform services under this contract during both daytime and nighttime work hours and conditions; see ITEM V. AUTHORIZED WORK HOURS. Payment for either daytime or nighttime work shall be paid at the unit price as bid.
- C. All work shall be authorized by the issuance of a purchase order. The contractor shall not perform any work that is not authorized in the purchase order without prior approval by VDOT. Work shall consist of projects with established termini and designated time frames for completion.
- D. Cleaning and sealing of cracks in existing asphalt concrete pavements including, but not limited to, cracks along the longitudinal joints between lanes within the following range are included in this contract. Cracks ranging in width from 1/8 " to 1-1/2" shall be sealed.
- E. Areas exhibiting severe map or alligator cracking and/or requiring major patching, or cracks that exceed 1-1/2" are NOT included in this contract.
- F. Contractor shall be capable of responding and begin the performance of work within five (5) business days after receipt of purchase order.
- G. Contractor shall be required to provide multiple crews that are capable of fully executing the work in accordance with the requirements of this contract.



- H. All work performed shall be performed in a safe manner and in accordance with the most current edition and revisions thereto of all State and Federal safety and health regulation as well as all VDOT safety standards, guidelines, and rules, in accordance with the scope of work furnished by this solicitation.
- I. All work shall be performed in accordance with the current Virginia Work Area Protection Manual, VDOT Road and Bridge Specifications Section 212.02, Section 246.0, Section 247.0 and all revisions and updates thereto.
- J. Contractor shall familiarize themselves with the climatic conditions historically present at the time of year that work is usually performed. When weather conditions are anticipated which may adversely affect the work in progress or previously completed work; the Contractor shall take all measures as necessary to protect the said work from damage. Failure to do so will result in any damaged work being rejected by VDOT and repaired or replaced at the Contractor's sole expense.
- K. The Contractor shall develop an appropriate method(s) for this service, whereas to minimize any adverse impacts to the traveling public, and shall present such method(s) to VDOT at the pre-start up meeting.
- L. During all phases of assignment, Contractor shall take all measures and precautions necessary to protect VDOT property and the property of VDOT employees including legitimate users.
- M. Type A paint markings/ dotting shall take place after the crack sealant has cured sufficiently enough to place traffic back onto the pavement surface.
- N. The Contractor shall keep on each job site a competent superintendent who shall be familiar with all phases of the work. The superintendent or foreman shall be on-site and shall represent the Contractor in his/her absence and all directions given to the superintendent shall be as binding as if given to the Contractor. The on-site superintendent will be recognized as the Contractor's safety representative unless another designee is specified. Contractor's superintendent must be able to communicate verbally and understand directions spoken in the American English language.
- O. The Contractor shall provide references from at least three (3) companies, preferably municipalities, for which work has been performed in the last twelve (12) months. References shall be indicated on the Vendor Qualification Certification Form, Attachment A.
- P. Contractor shall submit a plan of operation for VDOT review prior to commencing work. The Operation plan shall detail the Lane Closure Schedule (proposed date and times of work operations) and the Operation Duration (proposed beginning and ending dates of operations).
- Q. **PERSONNEL REQUIREMENTS:**
  - i. Competent and qualified personnel who are trained to apply the requested services shall perform all work in accordance with accepted industry standards. No training shall be provided by VDOT personnel.
  - ii. Contractor shall designate in writing a Contract Representative who shall be responsible for insuring that the services being delivered are in accordance with the terms and conditions of this contract.
  - iii. Any crew member designated to operate a motor vehicle used in the performance of work under this contracts shall possess a valid driver's license issued by the State in which they reside.
  - iv. Any persons performing flagging duties shall be certified in flagging and shall have their certification card on them at all times when on duty.
  - v. Contractor shall see that all personnel are outfitted with the necessary personal protective wear such as safety shoes, gloves, goggles, safety vest and hard hat. Personal protective apparel and equipment shall be in accordance with the most current editions and revisions thereto of the Virginia Work Area Protection Manual and shall meet all applicable Occupational Safety & Health Administration (OSHA)/Virginia Occupational



Safety & Health VOSHA specifications.

- vi. Safety vests and hard hats shall be worn by all Contractor personnel at all times when outside of any vehicle.

**R. EQUIPMENT REQUIREMENTS:**

- i. The Contractor shall provide all necessary equipment with qualified operators in order to perform crack sealing services as described herein.
- ii. All self propelled vehicles utilized in the performance of this contract shall be equipped with back-up alarms and a minimum of one rotating amber warning light, or high intensity strobe light mounted on the vehicle so that it can be viewed 360 degrees.
- iii. All vehicles and equipment used in the performance of this contract shall comply with all Virginia Work Area Protection Manual and OSHA /VOSH specifications.
- iv. Contractor shall have and maintain modern equipment necessary for the satisfactory execution of work.
- v. Bidder shall submit bid pricing based on one hour increments (60 minutes) or as indicated on the pricing schedule pages, Bid pricing shall include the transportation of equipment to jobsite and all other incidental operating cost.
- vi. **SEALING EQUIPMENT** used in the performance of this contract shall be for the specific material to be used in accordance with the manufacturer's recommendations. The equipment for hot applied sealant materials shall be a melting kettle of double boiler, indirect heating type, using oil as the heat transfer medium. The kettle shall have an effective mechanically operated agitator, a re-circulation pump and also be equipped with a positive thermostatic temperature control which shall be checked for calibration before beginning work. The unit shall be capable of maintaining the specified mixing temperature with 10 degrees Fahrenheit.

The crack sealing storage unit shall be capable of maintaining the specified mixing temperature within 10 degrees Fahrenheit. Manufacturer's recommendations for mixing and applications temperatures shall be followed with the latter being measured at the nozzle end the applicator wand. Overheating or direct heating of the sealant material shall not be permitted. The hoses, connectors and applicators wands shall be insulated.

**S. MATERIALS AND SUPPLIES:**

- i. All sealant materials shall be certified or tested and approved by VDOT Materials Division before being incorporated into the work. VDOT contact for materials testing is Sam Thornton. Mr. Thornton may be contacted by telephone 804-328-3178 or email [Samuel.Thornton@VDOT.Virginia.gov](mailto:Samuel.Thornton@VDOT.Virginia.gov).
- ii. The Contractor shall provide a complete written statement of the origin, composition and manufacture of all materials that are to be used in the performance of this contract (Special Term and Conditions paragraph 22).
- iii. Where installation procedures or any part therefore are required to be in accordance with the recommendations of the manufacturer of sealant compounds, the Contractor shall submit catalog data and copies of the recommendations to VDOT prior to installation of the materials. All such recommendations shall be adhered to unless directed otherwise by VDOT.
- iv. **TYPE A:** The crack sealant shall be of the following type and shall meet all the requirements of ASTM D-3405 and exceed all requirements of ASTM D-1190, AASHTO M-173 and Federal Specification SS-S-164:

**A HOT-POURED MODIFIED ASPHALT RUBBER WITH GRANULATED CRUMB RUBBER AND LATEX PLASTICIZERS.** The proportions of the materials, by weight, shall be up to 80% maximum asphalt and up to 25% maximum crumb rubber.





The crumb rubber shall be 100% vulcanized rubber and meet the following gradation requirement:

Sieve	Percent Passing
No. 10	100%
No. 40	0-40%

The sealant shall be free of foreign matter and free of lumps when melted or applied. Additives to prevent tracking shall be employed if required and the sealant shall have a no pickup time of 10 minutes at 77 degrees F.

**T. APPLICATION OF SEALANT:**

- i. During the crack sealing operation, it shall be the Contractor's responsibility to protect all raised plowable pavement markers (castings and lens) from being contaminated with crack sealant material. Any such crack sealant material that does contaminate the raised plow able pavement markers (casting and lens) shall be cleaned with a suitable cleaner to restore the lens to their best reflectivity possible, without any damage to the lens or will result in their replacement, at no additional expense to VDOT.
- ii. The sealant shall not be placed when the ambient or pavement temperatures fall below 45 degrees F., or when moisture is present in the crack to be sealed.
- iii. Prior to sealing, cracks shall be thoroughly cleaned as approved by VDOT using an oil free hot air blasting heat lance capable of a velocity of 3000 fps at 3000 degrees F. Cracks shall be cleaned such that all dirt, debris, moisture and other foreign materials that will prevent bonding of the sealant are removed to a minimum depth of 1". All dirt and debris shall be removed from the pavement to prevent re-contamination of the crack. Cracks shall be completely dry before sealing. Any crack not meeting the approval of the Engineer shall be re-cleaned and dried.
- iv. The sealant shall be pumped directly into the crack from the heater melter unit at the temperature specified by the manufacturer **immediately following the cleaning of each crack.**
- v. Cracks shall be filled from the bottom up in a continuous manner such that the crack is completely filled level with the pavement surface, and the sealant shall overlay the crack at the pavement surface leaving a maximum "over-banded" appearance of 1" wide on each side of the crack. The material shall not continue to flow beyond these limits once a crack is sealed. The height of the sealant above the pavement surface shall not exceed 1/8". For this method of sealing, the applicator wand shall be equipped with a shoe that will produce the extruded over-band as well as completely fill the crack.
- vi. The applicator wand shall be returned to the mixing unit and the sealant material re-circulated immediately upon completion of each crack sealing.
- vii. Sealant that has been overheated, subjected to heating for more than 4 hours or any amount of sealant that remains in the applicator at the end of the day's operation shall be withdrawn and wasted at the Contractors expense. Prior to the start of each day's operation, the Contractor shall withdraw approximately one gallon of sealant from the applicator to be considered as waste material. All **waste material shall be at the Contractor's expense.**
- viii. Any crack, which cannot be filled due to the sealant draining into a large void, shall be plugged with sand, No. 10 aggregate or other suitable material, e.g., backer rod, approved by the Engineer, and then filled. After being plugged, re-cleaning of the crack may be required prior to filling with sealant.
- ix. Traffic shall be kept off the pavement surface until the crack sealant has cured to the point it will not track or be distorted by traffic.



- x. The Contractor shall replace, at his or her expense, any sealant that pulls out within 96 hours after opening the pavement to traffic.
- xi. Measures to correct deficiencies shall be taken by the Contractor within 96 hours after being notified by VDOT.

**U. TRAFFIC CONTROL:**

- i. Contractor shall provide all traffic control as required in the performance of this contract as specified in the current Virginia Work Area Protection Manual and revisions thereto.
- ii. Contractor shall furnish all required traffic controls signs, stands, cones, truck mounted attenuators, arrow boards and accessories in accordance with the specifications of the current Virginia Work Area Protection Manual and the Manual of Uniform Traffic Control Devices and revisions thereto.
- iii. Contractor shall be capable of providing two state certified flaggers along with the required signs and STOP/SLOW paddles which meet the specifications of the current Virginia Work Area Protection Manual and the Manual of Uniform Traffic Control Devices and revisions thereto.
- iv. Crack Sealing will be performed in various locations that will require traffic control including, but not limited to: lane closures, ramp closures, and nighttime operations.
- v. Truck mounted attenuators will be used when specified as per the current edition Virginia Work Area Protection Manual and revisions thereto.
- vi. Electronic arrow boards will be used when specified as per the current edition Virginia Work Area Protection Manual and revisions thereto.
- vii. NO PRIVATE VEHICLES SHALL BE PERMITTED WITHIN THE LIMITS OF THE WORK ZONE.

**V. AUTHORIZED WORK HOURS:**

- i. Contractor will be required to perform crack sealing during daytime and nighttime hours as determined by VDOT based upon traffic volume and work area restrictions.
- ii. Daytime work shall be performed Monday through Friday between the hours of 9:00 a.m. through 3:00 p.m.; unless waived by VDOT under weather conditions and traffic conditions which are acceptable for the work being performed and the materials being used.
- iii. Nighttime work shall be performed between the hours of 9:00 p.m. and 5:00 a.m. Sunday through Thursday; unless waived by VDOT under weather conditions and traffic conditions which are acceptable for the work being performed and the materials being used.
- iv. Contractor shall not perform any work on State or Federal Holidays. If holidays occur on Sunday, the following Monday shall be considered the holiday. Work will not be permitted from 12:00 noon the day before a holiday and will not be permitted again until the day after the holiday. When a holiday falls on Monday, work will not be permitted after 12:00 noon the preceding Friday, and when the holiday falls on a Friday work will not be permitted until the following Monday, unless otherwise directed by VDOT.



- V. **OPTIONAL PRE-BID CONFERENCE:** An optional pre-bid conference will be held at 10:00 AM on October 20, 2010 at the Richmond District Office 2430 Pine Forest Dr, Colonial Heights, VA 23834. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

VI. **METHOD FOR PAYMENT:**

- A. 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.
- B. Bid price for equipment shall be an all-inclusive hourly rate for equipment, operators and set up. Equipment may only be charged for the actual hours worked. No charge will be allowed for downtime, servicing of the equipment, lost time for inclement weather, or inability of contractor to provide competent or approved operators. Equipment not listed in the pricing schedule shall not be included for payment and shall be at the contractor's expense.
- C. Crack sealant shall be measured and paid for at the contract unit price per pound measured to the nearest ten (10) pounds. This price shall be full compensation for furnishing and installing sealant, cleaning and plugging of cracks, and all equipment and operators and incidentals related to same.
- D. At the beginning of each day the VDOT representative shall measure the amount of sealant material in the heater-melter unit and log all additional material added during the day and at the end of the day measure the amount of material remaining in the heater-melter to determine the total pounds used for the day.
- E. For the purpose of converting the liquid material in the heater-melter unit from gallons to pounds, the Contractor shall use a calibrated measuring rod to determine the actual quantity of material in gallons and the same material shall be converted to pounds taking into consideration the temperature of the sealant material taken at the time of measurement. A chart or other approved conversion method furnished by the sealant manufacturer/supplier shall be used to perform the conversion from gallons to pounds.
- F. At VDOT's sole discretion, an independent test may be performed in order to determine gallon to pounds conversion measurement.
- G. The contractor must coordinate and verify all hours worked with the VDOT representative assigned to the operations.
- H. Equipment hours shall be measured and paid to the nearest hour.
- I. Work completed will be verified in writing daily by a VDOT Representative and Contractor Foreman on an agreeable format.



**VII. INVOICING:**

Invoices may be submitted biweekly. Invoices shall include the contract number, purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. No payment will be made for work in progress on the prescribed payment dates. Work completed will be verified in writing daily by a VDOT Representative and Contractor Foreman on an agreeable format. 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.

Attn: William Hughes  
Virginia Department of Transportation  
2430 Pine Forest Dr.  
Colonial Heights, VA 23834

**VIII. BID SUBMISSION INSTRUCTIONS:**

The following documents **must be received in our office** no later than the closing date and time stated below:

- Entire bid package all pages including Signature Sheet page 1 signed in ink and the completed Bid Pricing Schedule pages 2 through 3.
- Completed Vendor Qualification / Equipment Certification – Attachment A
- Completed Small Business Subcontracting Plan – Attachment B
- Name Of Manufacturer And Shipping Point: Each bidder shall supply the name and address of the sealant manufacturer. See Item 22, under section X. SPECIAL TERMS AND CONDITIONS.

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

This solicitation will close on November 01, 2010 at 2:00pm.

Bids will be opened on November 01, 2010 at 2:00pm.

**Return the bid to:**

Mail To: (US Mail)  
Virginia Department of Transportation  
Administrative Services (Bid Tab)  
Procurement Section  
1401 E Broad St.  
Richmond VA, 23219-2000  
Attention: Cary B. Stickel

or Hand Delivery (FEDX, UPS, etc)  
Virginia Department of Transportation  
Administrative Services (Bid Tab)  
Procurement Section  
1201 E Broad St.  
Richmond VA, 23219-2000  
Attention: Cary B. Stickel

**2. RECEIPT OF BIDS / LATE BIDS:**

It is the Bidders responsibility to insure that his/her bid is received prior to or at the specific time and the place designated in the solicitation. **Bids received after the date and time specified for receipt shall not be considered.** Bids not received at the time and place designated, (1201 E. Broad Street, 1<sup>st</sup> Floor, Administrative Services Procurement Section, Bid Tab) even if they are received at other VDOT offices/locations will be considered late. Please note that 1401 E. Broad Street is the mailing address only.

Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The VDOT personnel whose duty it is to open the bids will decide when the specified time has arrived.

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



**IX. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the "Vendor" tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.



- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**  
Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
  2. **To Subcontractors:**
    - a. A contractor awarded a contract under this solicitation is hereby obligated:





- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:



- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.





**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.

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

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

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

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.



- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.



**X. SPECIAL TERMS AND CONDITIONS:**

**1. RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:**

Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Inspector General of the Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Inspector General's Office in accordance with law may, subject to a determination by the Inspector General as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Inspector General to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Inspector General, make a written request to the Inspector General of the Virginia Department of Transportation: invoking such exclusion upon submission of the data or other materials for which protection is sought, identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The Inspector General of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation. In no event shall the Virginia Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Inspector General's Office, whether or not the Inspector General has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

- 2. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to VDOT will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include VDOT in any client list in advertising and promotional materials.
- 3. AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by VDOT, whichever is sooner. VDOT, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 4. CANCELLATION OF CONTRACT:** VDOT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.



5. **RENEWAL OF CONTRACT: RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two (2) 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 the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
6. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
7. **ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which VDOT deems desirable, and does not affect quality, quantity, price or delivery.
8. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VDOT will publicly post such notice on the eVA website for a minimum of 10 days.



9. **AWARD:** Award will be made on the Grand Total offered by the lowest responsive and responsible bidder meeting the requirements of the solicitation. Unit prices and extensions shall be shown for each line item. If the unit prices in the bid include both a significantly high and low price that is advantageous to the bidder as determined by the Department based on the estimated cost, the bid may be rejected as a non-responsive at VDOT discretion. VDOT reserves the right to conduct any test it may deem advisable to make evaluations, including, but not limited to, equipment inspection. VDOT also reserves the right to reject any or all bids and waive technicalities as may be deemed to be in the interest of the Commonwealth.
10. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
11. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
13. **CLAIMS:** The contractor shall be responsible for the resolution of any and all damage claims resulting from operations provided herein. Claims presented to VDOT as a result of operation. Within 30 days of VDOT's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the bidders list.
14. **CODE RED OZONE ALERT:** The Contractor shall comply with the Virginia Code Red Ozone Days provisions of Attachment D.
15. **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.
16. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. VDOT shall be able to contact the foreman/supervisor within minutes.
- The contractor shall conduct his or her work so as to ensure the least possible obstruction to traffic and shall provide for the safety and convenience of the general public and residents along the highway to protect persons and property. All employees shall wear hard hats, safety vests, and steel toe shoes that comply with all applicable VOSHA/OSHA, ANSI and VDOT safety regulations while working on State right-of-way. Workers will also be required to wear long pants and shirts with short sleeves as a minimum. All personnel shall have personal protective equipment such as safety shoes, flagging vests, safety glasses, etc. when necessary. Examples of clothing not considered appropriate include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and flagging vests with no shirt.
17. **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.
18. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation.



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

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

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).

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22. **NAME OF MANUFACTURER AND SHIPPING POINT:** Each bidder shall supply in the space below the name and address of the manufacturer of each item offered and the shipping point.

ITEM NUMBER(S): \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SHIPPING POINT: \_\_\_\_\_

23. **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.
24. **QUALIFICATIONS OF BIDDERS:** VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Bidder shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy VDOT that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
25. **PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.
26. **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.

27. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDOT. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
28. **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.
29. **UNBALANCED BIDS:** If the unit prices in the bid are obviously unbalanced, either above or below the estimated cost as determined by VDOT, the bid may be rejected as non-responsive at VDOT's discretion.
30. **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.
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 VDOT's satisfaction at the contractor's expense.
32. **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.
33. **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 or proposal 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 or proposal a statement describing why the bidder or is not required to be so authorized.
34. **WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS:**  
The contractor shall provide at least one (1) employee who, at a minimum, is verified by VDOT in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices. In addition, the contractor shall provide an employee that is verified by VDOT in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations as shown in the 2005 Virginia Work Area protection manual are needed due to field conditions. These persons must have their verification card with them while on the project site. If proof of verification cannot be provided by the contractor at any time, the removal of dead animals operation may be suspended or the contractor may be deemed in default in accordance with the general terms and conditions.

There are three options available to receive Work Zone Traffic Control (WZTC) training based on an individual's job duties and responsibilities as required by the FHWA Final Rule on Work Zone Safety and Mobility and the Virginia Department of





Transportation.

These options can be accessed at <http://www.virginiadot.org/business/trafficeng-WZS.asp> under the bolded title of Work Zone Traffic Control Training Requirements. Additional information about Virginia's Work Zone Traffic Control training program may also be accessed on this website.



**ATTACHMENT A**

**VENDOR QUALIFICATION / EQUIPMENT INVENTORY  
CERTIFICATION FORM**

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

1. Name of Business: \_\_\_\_\_

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

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

b. State Corporation Commission (SCC) ID number: \_\_\_\_\_

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

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

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

Provide DMBE certification number(s) and expiration date(s) \_\_\_\_\_

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

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

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

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

4. Emergency or After Hours contact name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

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

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

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10. Provide the firm name, contact person, email address and telephone / fax numbers of three (3) customers for which your firm has provided services of the same scope as those requested in this inquiry. We may contact these customers as references.

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

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

[illegible]



**RENTED/LEASED EQUIPMENT**

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

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

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

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

15. Method of fueling above equipment \_\_\_\_\_



## ATTACHMENT B

### SMALL BUSINESS SUBCONTRACTING PLAN



**Failure to complete, sign and return Section A or B of this Attachment WILL result in your bid being deemed NON-RESPONSIVE**

**If you have any questions contact Contract Officer Cary B. Stickel at [Cary.Stickel@vdot.virginia.gov](mailto:Cary.Stickel@vdot.virginia.gov) for assistance.**

#### **SPECIAL NOTICE TO BIDDER**

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

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



**Attachment B**  
**Small Business Subcontracting Plan**

**Definitions**

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

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

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

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

**Bidder Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

**Section A**

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

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Small and Women-owned Business
- \_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_



**Section B**

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

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

Small Business Name & Address  DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
<b>Totals \$</b>					



**Attachment C**  
**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF TRANSPORTATION**  
**INSTRUCTIONS FOR**  
**SWAM COMPLIANCE REPORT (Form ASD-63)**

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

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

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

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

**REPORTING SCHEDULE**

QUARTER	REPORTING PERIOD	DATE DUE TO CONTRACT ADMINISTRATOR
1 <sup>st</sup>	July 1 – September 30	Five(5) working days after the reporting period
2 <sup>nd</sup>	October 1 – December 31	Five(5) working days after the reporting period
3 <sup>rd</sup>	January 1 - March 31	Five(5) working days after the reporting period
4 <sup>th</sup>	April 1 – June 30	Five(5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT contract administrator or responsible district personnel on the following business day.

**DISTRICTS**

Central Office	Hampton Roads
Bristol	Fredericksburg
Salem	Culpeper
Lynchburg	Staunton
Richmond	NOVA
Statewide	





SWAM COMPLIANCE

REPORT

ATTACHMENT C

(1) Contractor/Tax I.D. No. \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

(1a) Contract Name \_\_\_\_\_

(1c) Contract No. \_\_\_\_\_

(2) Period Ending \_\_\_\_\_

(1b) District \_\_\_\_\_

(3) Subcontractor/ Vendor Tele No., Certification No.	(4) Tax I.D. No.	(5) SWaM Category S, W, M, None	(6) Sub- Contract Amount	(7) Subcontractor Payment		(8) Type of Work or Commodity
				(7a) This Quarter	(7b) To Date	

All amounts paid to subcontractors/vendors are to be reported and submitted by VDOT's quarterly submittal schedule. See instructions

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

Signature and Title of Company Official \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Phone No. of Individual Completing Report \_\_\_\_\_



# Attachment D

## Virginia Ozone Nonattainment, Maintenance, and Early Action Compact Areas

**Ozone Nonattainment Area:** An area that exceeds the Environmental Protection Agency's National Ambient Air Quality Standards (NAAQS) for ozone.

**Ozone Maintenance Area:** An area that has previously exceeded the Environmental Protection Agency's National Ambient Air Quality Standards (NAAQS) for ozone, but has come back into compliance and has adopted a maintenance plan.

**Ozone Early Action Compact Area:** An area that exceeds the EPA's NAAQS, but the effective date of its ozone nonattainment area designation has been deferred, because of proactive efforts within the region to reduce emissions.

Table 1. Counties by VDOT Districts that are located either in ozone nonattainment, maintenance, or early action compact areas.

	DISTRICT				
	Northern Virginia	Fredericksburg	Staunton	Hampton Roads	Richmond
<b>JURISDICTION</b>	Alexandria Arlington Fairfax (County & City) Falls Church Loudoun Manassas Manassas Park Prince William	Fredericksburg Spotsylvania Stafford Gloucester	Frederick* Winchester*	Chesapeake Hampton Isle of Wight James City Newport News Norfolk Poquoson Portsmouth Suffolk Virginia Beach Williamsburg York	Charles City Chesterfield Colonial Heights Hanover Henrico Hopewell Petersburg Prince George Richmond
					Botetourt* Roanoke (County & City)* Salem* Vinton*

\* 8-hour ozone Early Action Compact Area