



Invitation For Bid
#109365
Consultant Audit Service
Closing Date and Opening Time **12/22/2008 @
10:30AM**

PRE- BIDDERS CONFERENCE:

A pre-bid conference ***will not*** be held for this solicitation however potential Bidders are encouraged to present questions and obtain clarification relative to any facet of this solicitation.

Contract Officer
Susan McMorris
Phone 804-786-1095 Fax 804-371-6721
Email: Susan.McMorris@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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PRICING SCHEDULE-I

Provide a fixed fee per hour for each of the services outlined below. The hourly rate should include direct cost, indirect cost and profit (excludes Travel Expenses).

In the interest of clarity, the format below must be submitted.

Please submit the Pricing Schedule in a separate sealed envelope.

****TRAVEL COST TO BE SEPARATED FROM HOURLY RATE (see Special Term and Condition -Section XI, item 21 entitled "Travel Expense"**

Position	Hourly Rate Low	Hourly Rate Medium	Hourly Rate High
Supervisor/Manager (all areas)	\$ _____	\$ _____	\$ _____
Senior Auditor (all areas)	\$ _____	\$ _____	\$ _____
Staff Auditor (all areas)	\$ _____	\$ _____	\$ _____
Supervisor/Manager (Construction)	\$ _____	\$ _____	\$ _____
Senior Auditor (Construction)	\$ _____	\$ _____	\$ _____
Staff Auditor (Construction)	\$ _____	\$ _____	\$ _____
Supervisor/Manager (Information Technology)	\$ _____	\$ _____	\$ _____
Senior Auditor (Information Technology)	\$ _____	\$ _____	\$ _____
Staff Auditor (Information Technology)	\$ _____	\$ _____	\$ _____
Senior Anti Trust Analyst	\$ _____	\$ _____	\$ _____
Staff Anti Trust Analyst	\$ _____	\$ _____	\$ _____
Business Process Engineer (BPR)	\$ _____	\$ _____	\$ _____
Engineer	\$ _____	\$ _____	\$ _____
Professional Engineer (PE)	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____

Please submit contact information for the person or persons responsible for the proposal:

Name(s) _____

Email address _____

Phone number _____

I. PURPOSE:

The Virginia Department of Transportation (herein referred to as “VDOT”) an agency of the Commonwealth of Virginia, is soliciting bids from interested firms to provide with the intent and purpose of this Invitation for Bid – **COMBINED TWO STEP SEALED BID** is to establish a contract with qualified contractors to provide the services below using a combined 2 step competitive bid process for the Virginia Department of Transportation, Office of the Inspector General, herein referred to as “VDOT” and “OIG”.

PERIOD OF CONTRACT: The initial term or period of the contract shall be for a one year (12 month) period with the effective date to be determined at time of award. (Renewable)

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to Susan.McMorris@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. INSTRUCTIONS FOR TWO-STEP BIDDING:

1. VDOT will utilize a combined two step bidding process to procure the Auditing and Consulting Services providing support for the Office of the Inspector General. A combined two-step bid process requires bidders who respond to the solicitation to furnish an unpriced technical bid in one sealed envelope and their bid prices in a second sealed envelope at the same time. Responses are to be submitted in two (2) separate sealed envelopes, one marked “Technical Proposal” and the other “Bid Price”. Bidders are responsible to identify both the “Technical Proposal” and the Bid Price” envelopes with the bidder’s company name, address, and IFB reference number.
2. The technical proposals will be opened and evaluated. Only the price envelopes for those technical proposals selected as acceptable will be opened and the award made to the lowest responsive and responsible bidder(s). There is no negotiation in the procurement process; however, the Commonwealth at its option may request information from a bidder to clarify material contained within the technical bid to determine responsiveness. The award document will incorporate the terms and conditions of the solicitation and include the bidder’s technical proposal and their bid price. The price envelopes for those proposals determined to be not acceptable will be returned.

V. SPECIFICATIONS/CONTRACT REQUIREMENTS:

A. BACKGROUND

The Virginia Department of Transportation (“VDOT”) Office of Inspector General (“OIG”) supports the Department’s mission to plan, develop, deliver, operate and maintain the best possible transportation system for the traveling public. The OIG’s primary mission is to prevent and detect fraud, waste, and abuse within VDOT. The OIG also advises the Commonwealth Transportation Commissioner, Commonwealth Transportation Board, Secretary of Transportation and the Governor’s Office on core matters relating to:

- 1) The condition of agency accounting, financial and administrative controls;
- 2) Investigations to resolve allegations of fraudulent, illegal and/or inappropriate activities;
- 3) Prevention and detection of fraud, waste and abuse; and
- 4) Coordination with federal and state law enforcement and prosecutorial agencies.

The OIG is supported by three (3) VDOT Divisions with separate areas of responsibility as follows:

Internal Audit Division (IAD): IAD performs an independent, objective assurance and consulting function to add value to, and improve VDOT operational performance. The mission of IAD is to determine whether VDOT's network of risk management, internal control, governance processes and implementation of best practices, as designed and represented by management, is adequate and functioning to ensure effectiveness and efficiency of operations; reliability of reporting; and compliance with policies, procedures, laws and regulations. The audit function is a proactive change agent providing both impartial opinions on the processes reviewed and solutions that were workable and cost-effective to help mitigate business risks. IAD is also responsible for conducting investigation cases referred through the State Employee Fraud, Waste, and Abuse Hotline.

External and Construction Audit (ECAD): ECAD performs evaluations, reviews, and audits of external entities (consultants, contractor, etc.) that conduct business directly and/or indirectly with VDOT. ECAD provides advice in competitive negotiations, assistance in contract administration, and guidance in contract closeout to internal and external customers. ECAD also ensures that costs charged by the external entities are accurate, reasonable, and comply with applicable federal/state laws and regulations.

Investigation (INV): INV deters, detects, and investigates misconduct that impacts VDOT. INV aggressively pursues any attempt by VDOT employees, contractors, subcontractors, the public, or any other party to gain financial or other benefit to which they are not entitled in their association with VDOT. INV conducts confidential investigations, based on detection, referral, or request by management of misconduct, policy misapplication, or fraud, waste, abuse or any other inappropriate activity or crime. The Antitrust Section of INV performs analyses to detect fraudulent activities or irregularities in the competitive bidding process, including, but not limited to, collusion and unbalanced bids, through review of advertised contracts.

The organization chart shown on Attachment **D** depicts how the OIG staff is aligned to carry out the tasks mentioned above.

VDOT desires to obtain services to assist the OIG in carrying out its mission. The successful bidder's staff may be working on confidential information and non-disclosure statements may be required. The work papers generated are the property of VDOT.

B. POTENTIAL SERVICES

1. Office of Inspector General

The Office of Inspector General may need to supplement its staff due to an unusually high demand or need for highly specialized audit and review services. The Department desires to retain a vendor who can supplement the OIG staff to perform such specialized audit and review services. The types of services that may be required, include but are not limited to:

1. Specialized reviews, studies, analysis.
2. Litigation Support including review, analysis and other services in connection with pursuing or defending litigation in federal, state or local court jurisdictions.

2. External and Construction Audit Division

The External and Construction Audit Division may need to supplement its staff due to a high workload or the need for highly specialized services. The types of services that may be required, include but are not limited to planning and performing:

1. Locality or municipality Office of Management & Budget (OMB) Circular A-133 compliance reviews.
2. Planning District Commission (PDC) or Metropolitan Planning Organization (MPO) OMB Circular A-133 compliance reviews.
3. Consultant interim, final, special and contractor claim audits.
4. Cost plus fixed fee, fixed billable rate and lump sum proposal, and contractor change/work order evaluations.
5. Consultant indirect cost rate **Federal Acquisition Regulation** (FAR) audits in accordance with 48 Code of Federal Regulations (CFR) Part 31.
6. Dispute and Claim review audits.
7. Railroad Additive Rates Review.
8. Utility Additive Rates Review.
9. Other specialized reviews.

3. **Internal Audit Division**

The Internal Audit Division may need to supplement its staff due to a high workload or the need for highly specialized services. The types of services that may be required include but are not limited to planning and performing:

1. Internal Audits in accordance with the International Standards for the Professional Practice of Internal Auditing (“IIA Standards”).
2. Cases referred by the State Employees Fraud, Waste and Abuse Hotline.
3. Internal/external Quality Assurance and Improvement Program (QAIP) reviews.
4. Agency Risk analysis and evaluation.
5. Other projects as assigned.

4. **Investigation Division**

The Investigation Division may need to supplement its staff due to a high workload or the need for highly specialized services. The types of services that may be required include but are not limited to planning and performing:

1. Providing Analysts to supplement VDOT’s Anti Trust Staff in reviewing contract bids to detect potential collusion. The Department uses a system called “Trns*Port”, an AASHTO product, to collect information on various construction and maintenance contracts. This information is used to procure and administer contracts and monitor the procurement process to ensure fair competition.
2. Provide Analysts to supplement VDOT’s Investigative Staff in conducting investigations of misconduct that impacts VDOT.
3. Provide Analysts to perform Anti-Trust reviews.

5. **Other VDOT Districts/Divisions (with prior OIG approval)**

VDOT District/Division locations may obtain services under the resulting contract(s) with the prior written approval of OIG. However, all costs associated with obtaining the services will be the responsibility of the associated District/Division.

C. Corporate and Staffing Requirements

1. Corporate Credentials

- Previous experience with the state laws and federal regulations and knowledge of establishing procedures and processes to comply with the regulations.
- Previous experience in auditing construction contracts, auditing claims, and conducting training programs for auditors.
- Previous experience conducting audits of information systems, on both a pre and post implementation basis, to assess the internal controls therein.
- Previous experience working with local, state or federal Department of Transportation or other comparable experience.
- Adequate staffing resources experienced and trained in principles and techniques of auditing.
- Experience with monitoring, implementing, developing, and working as a contractor or subcontractor on complex IT projects in accordance with procedures and standards designed to ensure a quality design and implementation.
- Knowledge of Anti Trust laws and regulations and experience in using various methodology and analysis to identify trends that may lead to the detection of collusion.

2. Individual Role Credentials

VDOT has determined that the following core positions should provide the type of staffing needed to meet the services outlined below. This staff will report to an appropriate audit staff within VDOT for guidance and general direction. However, the bidder may propose other positions they deem appropriate. The Department is not obligated to accept other positions identified and bidders are encouraged to use the following positions.

NOTE: For Internal Audit projects, and others as deemed necessary, consultant must maintain appropriate license and be proficient in the use of Commerce Clearing House (CCH) TeamMate (an electronic workpaper program) and perform all assignments in

accordance with the International Standards for the Professional Practice of Internal Auditing (IIA standards) or other applicable standard as deemed necessary to perform services as stated in solicitation.

a. Audit Supervisor/Manager (all areas)-Provide direct supervision, counsel and guidance to Senior and Staff auditors in connection with the performance of audit assignments. Ability to work independently with extensive knowledge of one or more of the following: IIA Standards; Generally Accepted Accounting Practices (GAAP); Generally Accepted Auditing Standards (GAAS); Generally Accepted Government Auditing Standards (GAGAS) or other applicable authoritative accounting/auditing/investigative guidelines. In addition, the Audit Supervisor/Manager must have experience planning, performing various types of audit and accounting functions in large companies and/or governmental institutions with complex operations. Examples of the type work anticipated to be performed, include but is not limited to:

- Planning audits;
- Assessing risk;
- Performing audit surveys;
- Analyzing controls and weaknesses;
- Developing audit programs;
- Conducting compliance, financial, operational, and IT audits testwork;
- Supervising compliance, financial, operational, IT audits and fraud investigations, to include daily monitoring and supervision of staff assigned, reviewing and giving feedback on work products of staff assigned until work products are accepted by VDOT;
- Preparing audit reports, which include audit findings and recommendations to improve business processes;
- Investigating allegations of fraudulent activities by 1) interviewing employees, VDOT vendors, and others, 2) gathering and analyzing data, and 3) making recommendations on next steps to resolve the allegations. Audit supervisor may serve as an expert witness should the allegation require litigation in federal/state/local court.

b. Senior Auditor (all areas) – Works independently and must have extensive knowledge of one or more of the following: IIA Standards; Generally Accepted Accounting Practices (GAAP); Generally Accepted Auditing Standards (GAAS); Generally Accepted Government Auditing Standards (GAGAS) or other applicable authoritative accounting/auditing/investigative guidelines. In addition, the Senior Auditor must have experience planning, performing various types of audit and accounting functions in large companies and/or governmental institutions with complex operations. Examples of the type work anticipated to be performed, include but is not limited to:

- Developing audit programs.
- Performing audit surveys,
- Analyzing controls and data,
- Conducting audits of the financial system, which include documenting / flowcharting procedures and conducting the audit testing, to determine adequacy of internal controls, compliance with state and federal regulations, and the accuracy of account balances.
- Preparing audit reports, which include audit findings and recommendations to improve business processes.
- Investigating allegations of fraudulent activities by 1) interviewing employees, VDOT vendors, and others, 2) gathering and analyzing data, and 3) making recommendations on next steps to resolve the allegations. The auditor may serve as an expert witness should the allegation require litigation in federal/state/local court.

c. Staff Auditor (all areas) – Generally performs under the direction of the Senior Auditor and must have knowledge of one or more of the following: IIA Standards; Generally Accepted Accounting Practices (GAAP); Generally Accepted Auditing Standards (GAAS); Generally Accepted Government Auditing Standards (GAGAS) or other applicable authoritative accounting/auditing/investigative guidelines.

- Developing audit programs
- Performing audit surveys.
- Analyzing controls.
- Conducting audits of the financial system, which include documenting / flowcharting procedures and conducting the audit testing, to determine adequacy of internal controls, compliance with state and federal regulations, and the accuracy of account balances.
- Preparing audit reports, which include audit findings and recommendations to improve business processes.

- Investigating allegations of fraudulent activities by interviewing employees and VDOT vendors, gathering and analyzing data, and making recommendations on next steps to resolve the allegations. The auditor may serve as an expert witness should the allegation require litigation in federal/state/local court.

d. Audit Supervisor/Manager (concentration in Construction Auditing) Provide direct supervision, counsel and guidance to Senior and Staff auditors in connection with the performance of audit assignments. Ability to work independently with extensive knowledge of one or more of the following: IIA Standards; Generally Accepted Accounting Practices (GAAP); Generally Accepted Auditing Standards (GAAS); Generally Accepted Government Auditing Standards (GAGAS) or other applicable authoritative accounting/auditing/investigative guidelines and extensive experience in construction auditing. Examples of the type work anticipated to be performed, include but is not limited to:

- Developing audit programs.
- Performing audit surveys.
- Analyzing controls.
- Assists Internal Audit Division in conducting audits of VDOT's internal contracting operation, which includes documenting / flowcharting procedures, performing test to determine adherence to internal controls, and determining compliance with state and federal regulations.
- Assist the External Audit division in auditing the Construction Contractors operational and financial records to determine compliance with the terms and conditions of the contract and verify that VDOT is being charged a fair and reasonable price for services rendered. The scope of the construction contract audit may be dependent on the contract and the procurement method used to solicit the contract.
- Developing / conducting training programs for VDOT staff on auditing highway construction type contracts.
- Preparing audit reports, which include audit findings and recommendations to improve business processes.
- Reviewing and auditing documentation to assess financial damages incurred by the Construction Contractor in a claim filed against VDOT.
- Working with a team of VDOT construction staff to develop VDOT's claim for liquidated damages.
- The auditor may serve as an expert witness should the allegation require litigation in federal/state/local court.

e. Senior Auditor (concentration in Construction Auditing) - Works independently and must have extensive knowledge of auditing standards and experience in auditing large highway construction companies and auditing highway construction contracts and work orders awarded to highway construction companies. A Senior Auditor will plan, perform, and as appropriate supervise compliance reviews on VDOT's internal contracting operation, audit construction contractors for compliance with terms and conditions of the contract, review data to assist in developing VDOT's claim for liquidated damages, review and audit documentation supporting the Construction Contractor's claim for damages, and provide training to VDOT audit staff. This work may be under the direction of the Internal Audit Division or External Audit Division depending upon the nature of the work. The specific work includes, but is not limited to:

- Developing audit programs.
- Performing audit surveys.
- Analyzing controls.
- Assists Internal Audit Division in conducting audits of VDOT's internal contracting operation, which includes documenting / flowcharting procedures, performing test to determine adherence to internal controls, and determining compliance with state and federal regulations.
- Assist the External Audit division in auditing the Construction Contractors operational and financial records to determine compliance with the terms and conditions of the contract and verify that VDOT is being charged a fair and reasonable price for services rendered. The scope of the construction contract audit may be dependent on the contract and the procurement method used to solicit the contract.
- Developing / conducting training programs for VDOT staff on auditing highway construction type contracts.
- Preparing audit reports, which include audit findings and recommendations to improve business processes.
- Reviewing and auditing documentation to assess financial damages incurred by the Construction Contractor in a claim filed against VDOT.
- Working with a team of VDOT construction staff to develop VDOT's claim for liquidated damages.
- The auditor may serve as an expert witness should the allegation require litigation in federal/state/local court.

f. Staff Auditor (concentration in Construction Auditing) - Works under the general direction of the Senior Auditor and must have extensive knowledge of auditing standards and experience in auditing large highway construction companies and auditing

highway construction contracts awarded to highway construction companies. A Staff Auditor will plan and perform compliance reviews on VDOT's internal contracting operation, audit construction contractors for compliance with terms and conditions of the contract, review data to assist in developing VDOT's claim for liquidated damages, review and audit documentation supporting the Construction Contractor's claim for damages, and provide training to VDOT audit staff. The specific work includes, but is not limited to:

- Assists the Internal Audit Division in conducting audits of VDOT's internal contracting operation, which includes documenting / flowcharting procedures, performing test to determine adherence to internal controls, and determining compliance with state and federal regulations.
- Assists the External Audit Division in auditing the Construction Contractors operational and financial records to determine compliance with the terms and conditions of the contract and verify that VDOT is being charged a fair and reasonable price for services rendered. The types of line items in a construction contract subject to audit will be dependent on the contract and the procurement method.
- Preparing audit reports, which include audit findings and recommendations to improve business processes.
- Reviewing documentation to assess financial damages incurred by the Construction Contractor in a claim filed against VDOT.
- Working with a team of VDOT construction staff to develop VDOT's claim for liquidated damages.
- The auditor may serve as an expert witness should the allegation require litigation in federal/state/local court.

g. Supervisor/Manager (concentration in Information Technology) – In addition to the qualifications of an Audit Supervisor, individual should have extensive experience in the conduct of internal control reviews of both automated information systems and facilities, and development of audit software. Applicable Information Technology designations including CISA, CISSP, GSAE, GSNA are desirable.

h. Senior Auditor (concentration in Information Technology)– In addition to the general qualifications of an senior auditor, he should have considerable experience in the conduct of internal control reviews of both automated information systems and facilities, and development of audit software. Applicable Information Technology designations including CISA, CISSP, GSAE, GSNA are desirable.

i. Staff Auditor (concentration in Information Technology) - In addition to the general qualifications of a staff auditor, he should have experience in the conduct of internal controls reviews of both automated information systems and facilities, and development of audit software. Applicable Information Technology designations including CISA, CISSP, GSAE, GSNA are desirable.

j. Senior Anti Trust Analyst – Performs independently and must have extensive knowledge of anti trust laws and have extensive experience in analyzing / reviewing data to detect possible fraud and collusion. The specific work includes, but is not limited to:

- Developing review programs to detect fraud and collusion.
- Conducting reviews to detect fraud and collusion.
- Developing reports and recommendations for follow up action.
- Developing and preparing a potential case for further review and action by the Commonwealth of Virginia Attorney General Office, State Police, Federal Bureau of Investigation, Justice Department, and US Department of Transportation Office of Inspector General.
- The analyst may serve as an expert witness should the assignment require litigation in federal/state/local court.

k. Staff Anti Trust Analyst – Generally performs under the direction of a Senior Anti Trust Analyst and must have experience in reviewing data to detect possible fraud and collusion. The specific work includes, but is not limited to:

- Developing review programs to detect fraud and collusion which should include documentation standards and case standards (eg. Why suspicious, conclusion reached, actions performed, summary of activities, etc.). In addition, the programs should include time and scope standards to measure and control, to a certain extent, the amount of time incurred.
- Conducting reviews to detect fraud and collusion.
- Developing reports and recommendations for follow up action.
- Developing and preparing a potential case for further review and action by the Commonwealth of Virginia Attorney General Office, State Police, Federal Bureau of Investigation, Justice Department, and US Department of Transportation Office of Inspector General.
- The analyst may serve as an expert witness should the assignment require litigation in federal/state/local court.

l. Business Process Engineer (BPR)– Performs independently and must have extensive knowledge in evaluating business and operational procedures and developing new processes that are efficient, adds value, and includes metrics to monitor the effectiveness of an operation. The consultant should have BPR experience with large companies and or governmental institutions (experience with highway agencies is desired). The specific work includes, but is not limited to:

- Facilitating a team to document the “as is” procedures of an operation. The results should be documented in a tool that incorporates metrics that can be used in evaluating the processes.
- Facilitating a team to develop the “to be” procedures of an operation. The results should be documented in a tool that enables the two processes to be analyzed. Metrics should be used as a key component in evaluating the desirability of the redesigned process.
- Developing a strategy to roll out the new process to the organization.
- Developing a training program for all Department staff on the new procedures to include traditional classroom training and computer based training.

m. Engineer– Performs independent review and analysis of all types of road and bridge construction/maintenance engineering techniques with ability to objectively evaluate contractual/claims disputes arising there from. In addition, court testimony and/or legal depositions may be ancillary to the reviews performed. Must have extensive road and bridge construction/maintenance experience. The specific work includes, but is not limited to:

- Review and analysis of project design.
- Review and analysis of project scheduling.
- Review and analysis of contract claims.

n. Professional Engineer (PE) – Performs independent review and analysis of all types of road and bridge construction/maintenance engineering techniques with ability to objectively evaluate contractual/claims disputes arising there from. In addition, court testimony and/or legal depositions may be ancillary to the reviews performed. Must have extensive road and bridge construction/maintenance experience and must maintain a valid PE certification as required to perform work in the Commonwealth. The specific work includes, but is not limited to:

- Review and analysis of project design.
- Review and analysis of project scheduling.
- Review and analysis of contract claims.

o. Other–Bidder may propose other applicable Role Code Credentials as may be available and/or routinely provided in the course of conducting business. Bidder shall include specific examples of work performed under any proposed Other Role Code category.

VI. PRE-BID CONFERENCE: A Pre-Bid Conference will not be held for this solicitation, however, potential bidders are encouraged to present questions and obtain clarification relative to any facet of this solicitation.

VII. METHOD FOR PAYMENT: Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work.

VIII. INVOICING: The Contractor may submit an invoice to the requesting Area Headquarters when order has been completely filled, inspected and accepted by VDOT. Invoices shall include the contract number, purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. Invoices shall be submitted to the addresses listed below.

**Virginia Department of Transportation
1401 East Broad Street, Room 1409
Richmond, Virginia 23219
Attention: Bradley W. Gales**

IX. BIDDER'S INSTRUCTIONS:

1. BID SUBMISSION - INSTRUCTIONS:

Combined Two-Step Competitive Sealed Bidding: In order to respond to this solicitation, the bidder shall furnish their unpriced technical proposals (marked "Technical Proposal") in one sealed envelope and their bid price (marked "Bid Price") in a second sealed envelope at the same time. Both the technical proposal and pricing envelope shall be marked with the bidder's name, company name and address, and bid reference number.

The technical proposals are opened and evaluated in accordance of Section V Specifications/Contract Requirements:

A. Qualifications, as described within. Only the price envelopes for those technical proposals selected as acceptable are opened. The envelopes containing the bid price for those proposals determined to be not acceptable will be returned unopened.

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

The Technical Proposal (envelope 1)

Response approach Technical bids should be organized in the following sequence:

- "Instructions to bidders and Signature Sheet" (page 1) signed in ink.
- Qualifications of Bidder (and any subcontractors) and including personnel and management team.
 - a. Approach to providing the services/Corporate Credentials/References (references: where the bidder has provided similar services. Include the company name, address, a contract name, and current telephone number, to include area code, for each reference.
 - b. Resumes of personnel to be used to meet requirements: resumes for individual (s) who are currently employed by the bidder that may be used for providing services under this IFB, as a minimum, the resume must show the name of the individual, job title, length of time and qualification as related to the job/title qualifications. Additional skills may be shown at the bidder's option.
 - c. Additional materials or discussions that support the bidder's case that its firm represents the best value for VDOT (bidder is responsible for all costs of bid preparation. VDOT is not liable for any cost incurred by a bidder in response to the IFB).
- Completed Vendor Qualification / Equipment Certification – Attachment A
- Completed Small Business Subcontracting Plan – Attachment B

Bid Price (envelope 2)

- Completed bid price sheet (pgs. 1-2)
- Completed Pricing Schedule-I

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

This solicitation will close on **December 22, 2008 at 10:30 am.**

Bids will be opened on **December 22, 2008 at 10:30 am.**

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: **Susan McMorris**

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: **Susan McMorris**

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, 1st 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.

X. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The 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 under "Manuals."
- 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 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 non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify non-responsive 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. **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.)

R. **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) for a minimum of 10 days.

S. **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.

T. **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.

U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA; failure to register will result in the bid 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.

- V. **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.
- W. **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. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

XI. SPECIAL TERMS AND CONDITIONS:

1. **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.
2. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, 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 its products or services and the contractor shall not include VDOT in any client list in advertising and promotional materials.
3. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
4. **AWARD OF CONTRACT:** The Commonwealth reserves the right to make multiple awards as a result Of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
5. **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.
6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
7. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Purchase orders issued under the contract may be modified and/or terminated at the sole discretion of the issuing agency.

8. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's supervisors and employees shall carry a valid government issued pictured identification card on them at all times when working in VDOT facilities.
9. **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.
10. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be eliminated and by signing this bid, the bidder agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.
11. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____ Name of Bidder	_____ Due Date	_____ Time
_____ Street or Box Number	_____ IFB No. No.	
_____ City, State, Zip Code	_____ IFB Title	

Name of Contract/Purchase Officer or Buyer _____

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

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

12. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
13. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the contractor's liability under this contract for loss or damages to the Department caused by performance under this contract, irrespective of the form of action, shall not exceed the greater of three (3) times the amount of money paid to the contractor under this contract. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) bodily injury or death; (b) damages caused by willful misconduct or bad faith on the part of the contractor; or (c) circumstances where the contract expressly provides a right to indemnification.
14. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all work papers, reports, forms, (hard copy, electronic or other media) supporting assignments and any intellectual property rights associated with work completed under this contract, shall become the sole property of the Virginia Department of Transportation. On request, the contractor shall promptly provide an acknowledgment or assignment in a Tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically Identified intellectual property created or developed in the performance of the contract.

15. **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.
16. **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.
17. **RENEWAL OF CONTRACT:** This contract may be renewed by VDOT for two (2) additional years with one (1) year periods, under the same terms and conditions of the original contract except as stated in 2 below. Price increases may be negotiated only at the time of renewal. The Contractor shall convey, in writing, its offer to renew the contract or increase/decrease prices to the Contract Administrator or Purchasing Officer no later than 90 days prior to the expiration of each contract period. Requests for price increases shall be substantiated in writing with detailed justification. VDOT shall have sole discretion in its decision to renew the contract or allow price increase/decrease.
 - (1) Prices shall remain fixed during the original term of the contract period. Price increases will only be considered at time of renewal as stated above.
 - (2) If VDOT elects to exercise the option to renew the contract, prices may be increased/decreased by no more than the percentage increase/decrease 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.
18. **SECURITY REQUIREMENTS:** Once a Notice of Intent to Award (NOIA) is posted and prior to executing (signing) a contract and before work may commence the following is required:
 - i. Fingerprint-based Criminal History Background Check (CHBC) will be required of all employees of the prime contractor who will be involved in this project, **and** all subcontractors of the prime contractor, if any, who will be involved in this project.
 - ii. All costs for the CHBC, estimated to be \$50.00 per individual, will be borne by the prime contractor.
 - iii. VDOT-Issued photo-identification badge is required for each employee of the prime contractor who will be involved in this project, **and** all subcontractors of the prime contractor, if any, who will be involved in this project.
 - iv. VDOT Security clearance is required for each employee of the prime contractor who will be involved in this project, **and** all subcontractors of the prime contractor, if any, who will be involved in this project.
 - v. An individual employee's failure to successfully pass the fingerprint-based CHBC will not negate the NOIA and bidders will be allowed to replace those individuals, however, if key personnel fail the fingerprint-based CHBC, the NOIA may be cancelled.
 - vi. If turnover occurs after the contract is signed, proposed replacements will be required to submit to fingerprint-based CHBC before they will be allowed to receive a VDOT-issued photo-identification badge and commence work. All cost associated with this will also be the responsibility of the contractor.

If required, the Contractor's supervisor shall be responsible to secure the work area before leaving the location.

19. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
20. **TERM OF CONTRACT:** The initial contract period of the contract shall be for a one year (12 months) period with the effective date to be determined at time of award. The contract may be renewed for two (2) additional years with one (1) year renewal options at the same terms and conditions if agreeable by both parties.
21. **eVA Business-To-Government Contracts and Orders:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.”
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. 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 assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

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

22. **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 terms of Paragraph P, General Terms and Conditions.
23. **TRAVEL EXPENSES:** Travel expenses incurred to perform assignments under this contract shall be reimbursed at the **lesser** of actual expenses incurred or the amount derived from Travel Regulations published in the Commonwealth's Accounting Policy and Procedures ("CAPP") manual. Travel expenses exceeding CAAP manual limitations may be considered for reimbursement, if such travel resulted from a VDOT need for expedited services. Such situations shall require prior approval by the VDOT Inspector General or designee.

24. **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.
25. **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. 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.

26. RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:

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

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

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

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**ATTACHMENT A
ADMINISTRATIVE SERVICES DIVISION
VENDOR QUALIFICATION / EQUIPMENT INVENTORY
CERTIFICATION FORM**

**ALL VENDORS RESPONDING TO THIS INQUIRY ARE REQUIRED TO COMPLETE THIS QUESTIONNAIRE.
(Complete all items applicable to this IFB/RFQ)**

1. Name of Business: _____
2. Type of Business: (Check all that apply) ☐ Proprietorship ☐ Large Business
☐ Partnership ☐ Small Business
☐ Corporation ☐ Woman Owned Business
☐ Minority Owned Business
3. If Disadvantaged Business Enterprise, provide certification number _____
4. Social Security or Federal Identification Number: _____
5. Name of Owner or Chief Executive Officer: _____ Telephone Number: _____
6. Emergency or After Hours contact name: _____ Telephone Number: _____
7. How many years has the firm been in the business of performing the services called for in this inquiry?
8. How many persons are currently employed by the firm? _____
9. List all licenses or permits the firm possesses that are applicable to performing the services required in this IFB/RFQ.

10. Is the firm currently removed from a vendor list or debarred from doing business with any Commonwealth of Virginia Agency? _____ if yes, explain. _____

11. Is your firm a registered vendor with VDOT? _____
12. Is your firm a registered eVA vendor? _____ If no, please refer to term X in the General Terms and Conditions.
13. Is your firm currently working for any other VDOT location? _____ If yes, list the contract number, location and the work being performed. _____

14. Provide the name, contact person and telephone number of three (3) customers (excluding VDOT) 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	TELEPHONE

Authorized Signature

Title

Date

Page 2 of 2

VENDOR QUALIFICATION / EQUIPMENT INVENTORY CERTIFICATION FORM

Please complete this page if equipment requirements are included in the Scope of Work and/or Specifications.

15. List all the equipment which will be used in performing the services required in this IFB/RFQ

[illegible]

16. Is the above equipment owned by the company and presently in the firm's equipment inventory? (Do not include any proposed subcontractor equipment on this form)

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

18. Is any of the above equipment currently committed on other VDOT contracts? _____ If yes, identify which pieces and the contract number. _____

19. Method of fueling above equipment _____

Authorized Signature

Title

Date

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 Susan McMorris @ Susan.McMorris@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 (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
Totals \$					

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.dmb.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 st	July 1 – September 30	Five(5) working days after the reporting period
2 nd	October 1 – December 31	Five(5) working days after the reporting period
3 rd	January 1 - March 31	Five(5) working days after the reporting period
4 th	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

