



Invitation For Bid  
# 113994  
Equipment w/Operator  
For Street Sweeping  
Ashland Residency

Closing Date and Opening Time 06/02/2011 @ 3:00PM

**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  
Beth White  
Phone 804-524-6037 Fax 804-524-6223  
Email: Beth.White@VDOT.Virginia.gov  
Richmond District  
Procurement Section  
2430 Pine Forest Drive  
Colonial Heights, VA 23834

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.

# TABLE OF CONTENTS

## IFB # 113994

|                                                               | Page |
|---------------------------------------------------------------|------|
| Instructions to Bidders and Signature Sheet                   | 1    |
| Pricing Schedule                                              | 2    |
| I. Purpose                                                    | 4    |
| II. Questions Regarding This Invitation For Bid               | 4    |
| III. General                                                  | 4    |
| IV. Definitions                                               | 4    |
| V. Specifications/Contract Requirements                       | 4    |
| VI. Pre-Bid Conference                                        | 8    |
| VII. Method for Payment                                       | 8    |
| VIII. Invoicing                                               | 9    |
| IX. Bidders Instructions                                      | 9    |
| X. General Terms and Conditions                               | 10   |
| XI. Special Terms and Conditions                              | 16   |
| Attachments:                                                  |      |
| A Vendor Qualification Equipment Inventory Certification Form | 21   |
| B Small Business Subcontracting Plan                          | 24   |
| C SWAM Compliance Report                                      | 27   |
| D State Corporation Commission Form                           | 29   |
| E Virginia Code Red Ozone Days                                | 30   |



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

Page: 1

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

VDOT Richmond District  
2430 Pine Forest Drive  
Colonial Heights, VA 23834

**MAIL BIDS/OFFERS TO:**

VDOT Richmond District  
2430 Pine Forest Drive  
Colonial Heights, VA 23834

Date 05/19/2011  
RFQ#/IFB# 0000113994  
Opening Date 06/02/2011  
Opening Time Eastern Time 03:00PM  
Type IFB Sealed  
PreBid Conf

It is the Bidders/Offerors responsibility to ensure that bids/offers in response to this Invitation for Bids/RFQ/Request for Proposals are received at the above address (the address for "HAND DELIVER BIDS/OFFERS TO:") prior to the due date and hour shown. If the Bidder/Offeror elects to use a private express courier for the delivery of their response to this Invitation for Bids/Request for Proposals, it is the Bidders/Offerors responsibility to ensure their bids/offers in response are delivered to the "HAND DELIVER BIDS/OFFERS TO:" address. Bids/Offers must be sealed, with IFB/RFQ/RFP number and opening date shown on the face of the envelope, including any special delivery envelopes. Sealed Bids will be publicly opened and read at that time. Address all questions and inquiries to Beth A. White at 804/524-6037.

**INSTRUCTIONS TO BIDDERS/OFFERORS**

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

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

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

**Company Name & Address**

VDOT Bidder/Offeror:

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

Telephone: \_\_\_\_\_ Extension: \_\_\_\_\_  
FAX Number: \_\_\_\_\_ email address: \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

**SIGNATURE IN INK**

Name \_\_\_\_\_

Title \_\_\_\_\_

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



Commonwealth of Virginia  
Department of Transportation  
**Invitation For Bids/RFQ/Request For Proposals**  
RFQ# : 0000113994

Page: 2

| LINE | ITEM#      | QTY      | UOM | DESCRIPTION                                                    | UNIT PRICE | EXT. PRICE |
|------|------------|----------|-----|----------------------------------------------------------------|------------|------------|
| 1    | 9687465600 | 1,050.00 | MIL | ROADWAY SWEEPING (MILES)<br>ROADWAY SWEEPING/CLEANING SERVICES |            |            |

TWO LANE ROAD ROADWAY SWEEPING SERVICES WITH ONE (1) TRUCK MOUNTED ATTENUATOR & LABORERS AND EQUIPMENT

**DELIVER TO**

VDOT Ashland Residency  
523 Washington Hwy  
Route 1, .5 Mi N of Rt 54  
Ashland, VA 23005

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

|   |            |        |     |                                                                |  |  |
|---|------------|--------|-----|----------------------------------------------------------------|--|--|
| 2 | 9687465600 | 810.00 | MIL | ROADWAY SWEEPING (MILES)<br>ROADWAY SWEEPING/CLEANING SERVICES |  |  |
|---|------------|--------|-----|----------------------------------------------------------------|--|--|

MULTIPLE LANE DIVIDED OR NON-DIVIDED ROAD ROADWAY SWEEPING SERVICES WITH TWO (2) TRUCK MOUNTED ATTENUATORS & LABORERS AND EQUIPMENT

**DELIVER TO**

VDOT Ashland Residency  
523 Washington Hwy  
Route 1, .5 Mi N of Rt 54  
Ashland, VA 23005

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

|   |            |           |    |                                                      |  |  |
|---|------------|-----------|----|------------------------------------------------------|--|--|
| 3 | 9687401000 | 75,000.00 | HR | STREET SWEEPING SERVICES<br>STREET SWEEPING SERVICES |  |  |
|---|------------|-----------|----|------------------------------------------------------|--|--|

UNIT OF MEASURE SHALL BE "PER SQUARE YARD"

STREET SWEEPING SERVICES FOR COMMUTER LOTS, PARKING LOTS AND RAISED CONCRETE MEDIANS  
INCLUDES LABORERS AND EQUIPMENT

**DELIVER TO**

VDOT Ashland Residency  
523 Washington Hwy  
Route 1, .5 Mi N of Rt 54  
Ashland, VA 23005

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



Commonwealth of Virginia  
Department of Transportation  
**Invitation For Bids/RFQ/Request For Proposals**  
RFQ# : 0000113994

Page: 3

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

**I. PURPOSE:**

The Virginia Department of Transportation (herein referred to as “VDOT”) is soliciting bids from interested firms to provide necessary equipment with qualified operators, laborers with equipment and traffic control necessary to provide Roadway Sweeping / Cleaning Services on the Primary and Secondary Highway Systems in the counties of Charles City, Goochland, Hanover, Henrico and New Kent in the Ashland Residency on an “as needed” basis throughout the contract period. There will be occasions when multiple areas request services with required traffic control operations simultaneously, not to exceed three areas at any given time. Primary Unit of Measure (UOM) for this contract shall be paid per *Mile*. There is a pay item for sweeping per “*Square Yard*” for Commuter Lots, Parking Lots and raised concrete medians as needed.

**PERIOD OF CONTRACT:**

The initial term or period of the contract shall be for a one year (12 month) period with two optional renewals. The effective date will be determined at time of award.

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

Any questions regarding this invitation for bid shall be addressed to Beth White, email address [Beth.White@VDOT.Virginia.gov](mailto:Beth.White@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 Request for Quotes states the instructions for submitting bids, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between VDOT and the Contractor.

**IV. DEFINITIONS:**

1. *Curb Line Sweeping and Cleaning*, the right and left sides of the roadway adjacent to the curbs, including all gutters, raised concrete medians, turn lanes, mainline, areas around traffic islands, along bridge curbs paralleling and adjacent to traffic lanes eight (8) feet in width from the face of curb or barrier. Curb line sweeping shall include removal of large debris.
2. *Pavement Sweeping & Cleaning*, the center sections of a roadway or pavement to include turn lanes not adjacent to curbs. This includes cul-de-sacs and intersections within the Primary and Secondary Highway Systems.
3. *Manual Sweeping and Cleaning*, Two qualified laborers with transportation, hand brooms, tools, trash bags and equipment for removal of refuse material and all incidentals necessary to perform the required work.
4. *Commuter Lot Sweeping and Cleaning*, Includes Curb line sweeping, pavement sweeping, manual sweeping and litter removal including disposal. Contractor shall not dispose of any debris in trash containers located within the Commuter or Parking Lots.
5. *Debris*, all litter, rubbish, leaves, sand, dirt, garbage, and other foreign material which is removable from a paved roadway.
6. *Manufactured Debris*, glass, paper, plastics, rubber, metals and wood products etc.
7. *Large Debris*, those items that cannot be mechanically swept and require specific handling for disposal (i.e. mattresses, appliances, tires and large dead animals).
8. *Swept Mile*, measured length of 5,280 linear feet by ten (10) feet wide along one side or the edge of roadway.

**V. SPECIFICATIONS / CONTRACT REQUIREMENTS:**

**A. CONTRACTOR REQUIREMENTS:**

1. The Contractor shall perform Curb Line and Pavement Sweeping / Cleaning Operations, furnishing equipment, experienced operator(s), all traffic control items, laborers with equipment and all incidentals as required for performing all aspects of the work.
2. The Department will designate all areas or routes to be swept. No work will be allowed without the issuance of an approved Purchase Order.
3. The contractor shall ensure that areas designated for sweeping are thoroughly cleaned and that all undesirable debris has been removed from the roadway or curbs.
4. Work performed under this contract will include, but is not limited, roadway sweeping, to include all travel lanes, left or right paved shoulders, intersections, combination curb and gutter, cul-de-sacs, commuter lots and parking lots where required.
5. The Contractor, at his own expense, shall transport, have equipment fueled and be ready to begin operations when he reports to the job location as assigned by the Contract Administrator. The Contractor shall provide any and all accessories that are necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all materials, hand tools, fuels, lubricants, water for dust suppression, safety supplies and personal protective equipment. The Contractor shall have sufficient equipment and personnel in his possession to successfully complete the assigned tasks, prior to commencement of work.
6. Spillage of lubricants or fuel from contractor's equipment used shall not be permitted on existing right of way or private property. In the event, that damage is caused, the Contractor shall repair such damage at his / her own expense, to the Department's satisfaction and approval.
7. The Contractor shall provide, maintain, and operate equipment designed for the operation described herein and shall insure the equipment is in good repair and operating condition and meets safety requirements for this type of work. The Contractor shall provide fully trained and qualified operators to operate the necessary equipment.
8. For each request, VDOT will allow equipment to be worked a minimum of eight hours, weather permitting.
9. Contractor will be given seven (7) calendar days for normal response time upon request from Residency Maintenance Contract Administrator.
10. All work shall be completed with the flow of traffic. Sweeping operations shall be limited to one side of the roadway at a time. The Contractor shall complete all sweeping and cleaning on the designated route before proceeding to the next route.
11. All work shall be performed within VDOT maintained right-of-way in the counties specified in Section I.
12. All work shall be performed according to the standard of the industry and to the complete satisfaction of the VDOT representative.

**B. AUTHORIZED WORK HOURS:**

1. **STARTING TIMES AND SCHEDULES:** Work will be assigned on an as-needed basis, as determined by the VDOT Representative. Starting times and scheduled hours may vary and will be at the discretion of the VDOT Contract Administrator. Normal work hours are 7:30 am through 4:00 pm, Monday through Friday. However beginning Monday March 28<sup>th</sup> 2011 and continuing through September 22nd, 2011 all areas will be working Monday through Thursday, 7:00 am through 5:30 pm. Contractor shall report to the work site within seven (7) calendar days following notification, unless otherwise mutually agreed to. All work performed under this contract shall be performed Monday through Friday.
2. **STATE: HOLIDAYS:** Work will not be performed any state or federal holidays. If holidays occur on a Sunday, the following Monday shall be considered the holiday. Work will not be permitted from 12:00 noon the day before a holiday and will not be permitted again until the day after a holiday. When a holiday falls on Monday work will not be permitted after 12:00 noon the preceding Friday and when a holiday falls on a Friday, work will not be permitted until the following Monday, unless otherwise approved by the Contract Administrator.

**C. DISPOSAL:**

1. The disposal of all debris and associated costs shall be the responsibility of the Contractor.

2. In the event that the Contractor should discover any suspicious activity or suspected hazardous or foreign material within the VDOT Right of Way, while engaged in any active and/or standby operations performed under this contract, the Contractor shall immediately report such discovery to the law enforcement authorities and to the respective VDOT office.
3. VDOT will provide dump site for debris generated such as sand, gravel, leaves and soil from the road surface or curbs. No Manufactured debris as defined in item C-4 is allowed to be disposed of in VDOT dump sites.
4. Manufactured debris, rubbish or garbage such as glass, paper, plastics, rubber, metals and wood products etc. shall be disposed of in an approved land fill. The contractor will not be allowed to dispose of manufactured debris, rubbish or garbage in dumpsters located at any VDOT Facility.
5. The Contractor's laborers shall be responsible to remove all large debris which is within the area to be swept.

**D. PERSONNEL REQUIREMENTS:**

1. The Contractor shall provide Competent and Certified personnel, who are trained to provide the requested services, and shall perform all work in accordance with accepted industry standards, inclusive with the requirements of this contract. The Contractor shall designate a Contract Representative who shall be responsible for insuring that the services required by VDOT shall be delivered in accordance with the terms and conditions of the contract.
2. All personnel shall at all times wear approved protective clothing, safety vests, hard hats and all other equipment required to meet OSHA and VOSH standards. They will obey all traffic and safety rules and regulations.
3. The Contractor's operators shall not create any hazardous condition with the operation of the equipment.
4. The Contractor shall be fully responsible for his/her own equipment and for any liability, damages and/or losses that may be sustained while such equipment is in the VDOT right of way or during the performance of any sweeping operations.
5. The Contractor shall not park the equipment during periods of non-use in areas where it can pose a safety hazard to the traveling public.
6. The Contractor shall devise a method of fueling his/her equipment on site that meets with the approval of the Contract Administrator.

**E. EQUIPMENT**

**Required Equipment & Specifications**

1. The equipment offered by bidders shall be suitable for the intended purpose.
2. Equipment shall be of equal size or larger as specified in the Minimum Equipment Requirements section below.
3. The Contractor's equipment shall meet all OSHA and VOSH standards, which include vehicular backup alarm systems and flashing lights. VDOT reserves the right to use individual pieces of equipment as needed for each request. There is no guarantee that all pieces of equipment and additional personnel will be used each time.
4. Contractor will be given seven (7) calendar days for normal response time upon request from Residency Maintenance Contract Administrator.
5. All equipment shall be in compliance with all applicable laws as regulated by Virginia Department of Motor Vehicles (DMV).

Each bidder shall furnish a listing of his equipment that will be used as part of this contract on Attachment A (Vendor Qualification/Equipment Certification Form), with the submission of his bid. Failure to submit this listing may be cause for rejection of the bid.

**Minimum Sweeping Equipment Requirements:**

1. TRUCK MOUNTED VACUUM SWEEPER with dual steering capabilities.
2. Minimum GVW: 29,500 lbs.
3. Minimum Hopper Capacity: 8 cu. yd., 13,000 lbs.
4. Minimum Water System Capacity: 300 gallons
5. Suction Nozzles: Right & left sides
6. Gutter Brooms: Right & left sides
7. Wandering Hose: 10' long, 8" inside diameter
8. Capable of sweeping 8' to 10' widths in a single pass.

**Equipment Required for Laborers Transportation and Removal / Disposal of Manufactured Debris:**

1. Transport vehicle shall be truck with a minimum GVW of 28,000 lbs. Operator shall possess a valid CDL.
2. Cargo area of the transport vehicle shall be equipped with a load cover that covers 100 percent of the cargo area and be able to be secured at multiple locations around the perimeter of the cargo area to secure the load and keep all debris contained in the cargo area while being transported.
3. The contractor shall be responsible for all damages caused by debris falling from the vehicle.

**Truck Mounted Attenuator(s)**

1. TRUCK MOUNTED CRASH ATTENUATOR WITH OPERATOR- Crash cushions shall be crashworthy, conforming to the requirements of National Cooperative Highway Research Program Report (NCHRP) 350, Test Level 3 units and shall be in compliance with the latest edition of the Work Area Protection Manual and VDOT's 2007 Road and Bridge Specification Manual, Section 512. Operator must have a CDL and be trained in Work Zone Traffic Control in accordance with the requirements set forth in Section 105.14 of the VA Work Area Protection Manual.
2. Contractor shall provide Truck Mounted Attenuators (TMA) with Arrow Board and Operator, as necessary to perform the operations required by this contract in accordance with the latest edition of the Virginia Work Area Protection Manual including all revisions. Prior notification of forty-eight (48) hours will be given to the Contractor when a second truck mounted attenuator will be needed for the sweeping operations.
3. Multiple Truck Mounted Attenuators will be required on divided highways while performing street sweeping / cleaning operations.

**F. MATERIALS AND SUPPLIES**

The Contractor shall provide necessary equipment with certified / skilled operator(s), supplies, tools and maintenance necessary for a safe and efficient operation. Mobilization costs are to be included in the unit cost bid for each line item and will not be paid separately. The low bidder must be able to furnish equipment at the requested location within seven (7) working days.

VDOT shall have the right at all times to be advised, at its request as to the status of work being done by the Contractor and of the details thereto. Coordination will be maintained by the Contractor with the VDOT designee.

**G. TRAFFIC CONTROL:**

**Police Patrols:** The Contractor is advised that the Department will use Police patrols in work zones when traffic flow problems are anticipated, to enhance the safety of both the public and contract personnel, during the life of this contract.

**Traffic Control Operations** shall remain in compliance with the most recent edition of the Virginia Work Area Protection Manual (WAPM) to include all revisions and the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD) to include all revisions.

**H. MANNER OF CONDUCTING WORK AT JOB SITE:**

1. **SATISFACTION:** All work shall be performed according to VDOT specifications and completed to the satisfaction of the VDOT Contract Administrator.
2. **COMMUNICATION:** Each crew shall have at least one crewmember that communicates in English (both orally and in writing) and comprehends the English language. This crewmember shall communicate instructions to other crewmembers or coordinate this communication. The English used by this person must be understood by VDOT personnel.

3. **CONTRACTOR'S CONDUCT:** The Contractor shall be responsible for the conduct of all personnel while at the work site.
4. **CONTRACTOR'S PERSONNEL:** The Contractor's personnel shall at all times serve the traveling public, landowners and citizens throughout the Richmond District, in a courteous and respectful manner. The Contractor's personnel shall refer all public questions concerning work planned, performed or promised to the Contract Administrator.
5. **BEHAVIOR:** Behaviors displayed by contractor's employees, such as catcalling, whistling, leering, and other similar gestures will not be tolerated. Anyone exhibiting such behavior will be barred from the work site permanently. Repeated incidents may be grounds for termination of the purchase order at the discretion of VDOT.
6. **APPEARANCE:** Any person working under this contract shall be neat in appearance at all times. Proper dress shall include long pants (slacks) and shirts or blouses with sleeves (short or long and buttoned if required). Clothing should be appropriate for weather conditions.
7. **SIGNS OR ADVERTISEMENTS:** No signs or advertisements shall be posted on VDOT's property without prior written approval by the Contract Administrator.

**I. SAFETY REQUIREMENTS:**

1. All work performed and materials used, unless otherwise noted in the bid documents, shall conform to the current VDOT Road and Bridge Specifications as specified within this solicitation and the current Virginia Work Area Protection Manual or latest revisions.
2. All personnel shall at all times wear approved protective clothing, safety vests, and any other equipment required to meet OSHA and VOSH standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation.
3. All Contractor supplied equipment, tools, and personal safety equipment shall meet or exceed the safety standards specified for such items by the American National Standards Institute Manual (ANSI Z133.1-1994).
4. The operator(s) shall at all times wear approved clothing to include hard hat and safety vest. The operator shall obey all safety rules and regulations and not create any hazardous conditions with his equipment.
5. The contractor will be responsible to review the area and pick up any material that would possibly damage his equipment or the traveling public. All equipment shall have all required safety equipment. Equipment shall be well maintained and shall be available for use on a regular basis.
6. Sweeping operations shall run only in the direction of traffic.

**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:**

The primary pay item for this contract is Pavement Sweeping unit of measure per "Mile".

The bid price per "mile" on two lane road ways shall include the following cost:

- Sweeping / Vacuuming Equipment meeting specifications established in Section E to include skilled operator. Operator shall be required to hold a valid Commercial Drivers License (CDL). Transportation and disposal of all generated material.
- One Truck mounted Attenuator meeting the specifications established in Section E to include skilled operator holding a valid CDL.
- Two Laborers with equipment and all hand tools necessary to provide manual sweeping, debris removal to include all cost related to disposal as necessary. Equipment shall meet all specifications established in section "E" Titled "Equipment" on page 6.

The bid price per "mile" on multiple lane divided or non-divided road ways shall include the following costs:

- Sweeping / Vacuuming Equipment meeting specifications established in Section E to include skilled operator. Operator shall be required to hold a Commercial Drivers License (CDL). Transportation and disposal of all generated material.

- Two Truck Mounted Attenuators meeting the specifications established in Section E to include skilled operators holding a valid CDL.
- Two Laborers with equipment and all hand tools necessary to provide manual sweeping, debris removal to include all cost related to disposal as necessary. Equipment shall meet all specifications established in section "E" Titled "Equipment" on page 6.

The "square yard" bid price for Sweeping Commuter Lots or Parking Lots shall include the following costs:

- Sweeping / Vacuuming Equipment meeting specifications established in Section E to include skilled operator. Operator shall be required to hold a valid Commercial Drivers License (CDL). Transportation and disposal of all generated material.
- Two Laborers with equipment and all hand tools necessary to provide manual sweeping, debris removal to include all cost related to disposal as necessary. Equipment shall meet all specifications established in section "E" Titled "Equipment" on page 6.

Instances where the contractor reports to a job site and does not have the required equipment with operators or laborers, no work will be allowed and payment will not be approved.

Instances of inclement weather, emergencies, or situations where the vendor cannot work due to circumstances beyond his/her control and where he or she has reported to the worksite, VDOT will pay the Contractor 50 percent of the bid amount for sweeping one mile with a single truck mounted attenuator (line item #1).

Work completed must be verified in writing on a daily basis by a VDOT Representative and the Contractor's Personnel on forms provided by VDOT. The daily time sheet must include names of all operators / laborers with equipment types and equipment Identification or License Plate Numbers. The time sheet must identify the area headquarters where services were provided; the routes swept and must include quantities for each route or parking lot swept.

#### **VIII. INVOICING:**

Invoices may be submitted on the 1st and the 15th of the month. Invoices shall include the contract number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. No payment will be made for work in progress on the prescribed payment dates. Work completed will be verified in writing daily by a VDOT Representative and Contractor Foreman on a form provided by VDOT. Payment will be made in accordance with the Virginia Prompt Payment Act within 30 days after receipt of valid invoice and verification of satisfactory goods received and/or completion of work. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

Virginia Department of Transportation  
Ashland Residency  
Attn: Mrs. Fernanda Crandol  
523 North Washington Hwy  
Ashland, VA 23005

#### **IX. BIDDER'S INSTRUCTION:**

##### **1. BID SUBMISSION - INSTRUCTIONS:**

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

- Entire bid document
- Completed Vendor Qualification / Equipment Certification – Attachment A
- Completed Small Business Subcontracting Plan – Attachment B

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

This solicitation will close on June 2, 2011 at 3:00PM.  
Bids will be opened on June 2, 2011 at 3:00PM.

**Return the bid to:**

Mail To:  
Virginia Department of Transportation  
Procurement Section  
2430 Pine Forest Drive  
Colonial Heights, VA 23834  
Attention: Beth White

**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, 2430 Pine Forest Drive, Colonial Heights, VA 23834 even if they are received at other VDOT offices/locations will be considered late.

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.

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

**X. GENERAL TERMS AND CONDITIONS:**

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

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

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**  
Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase

order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  - 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM

AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for

any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

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

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or

use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
  - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude

DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

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

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

**XI. SPECIAL TERMS AND CONDITIONS:**

1. **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.
2. **AWARD OF CONTRACT:** Award will be made on a GRAND TOTAL basis offered by the lowest responsive and responsible bidder (s) meeting the requirements of the solicitation. Unit prices and extensions shall be shown for each line item \$0.00 will not be accepted. If the unit prices in the bid include both a significantly high and low price that is advantageous to the bidder as determined by the Department based on the estimated cost, the bid may be rejected as a non-responsive at VDOT discretion. VDOT reserves the right to conduct any tests it may deem advisable and to make all evaluations. VDOT also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
3. **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.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
6. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
8. **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/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror 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/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
  - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
  - C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.
9. **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.
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/offer, the bidder/offeror agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.
11. **RENEWAL OF CONTRACT:** This contract may be renewed by VDOT for two (2) additional successive one-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 60 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 of the Other Services Category of the CPI-W section, Table 4 of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**12. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

**13. eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in an estimated two (2) purchase orders per year 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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

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

**15. 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.

**16. PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.

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

18. **VEHICLE REQUIREMENTS:** All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.
19. **MINORS ON THE WORK SITE:** No minors (under 18 years of age) will be allowed on the VDOT work site(s) on which this contract will be performed except those employed by the Contractor as allowed by the Child Labor Laws of the United States and the Child Labor Laws of the Commonwealth of Virginia.
20. **DAMAGE CLAIMS:** The Contractor shall be responsible for resolution of any and all claims. Claims made to VDOT as a result of this work will be referred to the Contractor for handling. Failure to properly respond to and resolve property claims constitutes unsatisfactory performance and may result in cancellation of the contract.
21. **PROTEST OF AWARD:** A Bidder wishing to protest an award or a decision to award a contract must submit a written protest to the Administrative Services Administrator, VDOT 1401 East Broad Street, Richmond, Virginia 23219, no later than ten (10) days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation and award notices. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest the Administrative Services Administrator will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Bidder institutes legal action as provided in the Code of Virginia.
22. **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.
23. **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.
24. **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.
25. **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.

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

- invoking such exclusion upon submission of the data or other materials for which protection is sought;
- identifying with specificity the data or other materials for which protection is sought; and
- stating the reasons why protection is necessary.

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

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

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

**ATTACHMENT A**  
**VENDOR QUALIFICATION / EQUIPMENT INVENTORY**  
**CERTIFICATION FORM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Is your firm a registered vendor with VDOT? \_\_\_\_\_

10. Provide the firm name, contact person, email address and telephone / fax numbers 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<br>TITLE | EMAIL ADDRESS | TELEPHONE / FAX # |
|-------------|-------------------------|---------------|-------------------|
|             |                         |               |                   |
|             |                         |               |                   |
|             |                         |               |                   |

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

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

## OWNED EQUIPMENT

[illegible]

**RENTED/LEASED EQUIPMENT**

| YEAR | MAKE | MODEL | ID# | CAPACITY | COMPLETE DESCRIPTION |
|------|------|-------|-----|----------|----------------------|
|      |      |       |     |          |                      |
|      |      |       |     |          |                      |
|      |      |       |     |          |                      |
|      |      |       |     |          |                      |
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|      |      |       |     |          |                      |
|      |      |       |     |          |                      |
|      |      |       |     |          |                      |
|      |      |       |     |          |                      |

12. If not owned, how will the equipment be obtained within the required time in the event of award? \_\_\_\_\_  
\_\_\_\_\_
13. Is any of the equipment listed above currently committed on other contracts including VDOT contracts? \_\_\_\_\_  
If yes, identify which equipment, contract number and who the contract is with. \_\_\_\_\_
14. Identify any VDOT locations your firm is currently working, the contract number associated with the work and the location where the work is being performed.  
\_\_\_\_\_  
\_\_\_\_\_
15. Method of fueling above equipment \_\_\_\_\_

## ATTACHMENT B

### SMALL BUSINESS SUBCONTRACTING PLAN



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

If you have any questions contact Beth White name at [Beth.White@VDOT.Virginia.gov](mailto:Beth.White@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.dmbe.virginia.gov](http://www.dmbe.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<br><br>DMBE Certificate # | Status if Small Business is also: Women (W), Minority (M) | Contact Person, Telephone & Email | Type of Goods and/or Services | Planned Involvement During Initial Period of the Contract | Planned Contract Dollars During Initial Period of the Contract |
|---------------------------------------------------------|-----------------------------------------------------------|-----------------------------------|-------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|
|                                                         |                                                           |                                   |                               |                                                           |                                                                |
|                                                         |                                                           |                                   |                               |                                                           |                                                                |
|                                                         |                                                           |                                   |                               |                                                           |                                                                |
|                                                         |                                                           |                                   |                               |                                                           |                                                                |
|                                                         |                                                           |                                   |                               |                                                           |                                                                |
|                                                         |                                                           |                                   |                               |                                                           |                                                                |
| <b>Totals \$</b>                                        |                                                           |                                   |                               |                                                           |                                                                |

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

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

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

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

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

**REPORTING SCHEDULE**

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

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

**DISTRICTS**

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

SWAM COMPLIANCE

REPORT

ATTACHMENT C

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

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

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

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

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

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

| (3) Subcontractor/ Vendor<br>Tele No., Certification No. | (4) Tax I.D.<br>No. | (5) SWaM<br>Category<br>S, W, M,<br>None | (6) Sub-<br>Contract<br>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**

**State Corporation Commission Form**

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

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

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

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

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

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

**ATTACHMENT E**  
**VIRGINIA CODE RED OZONE DAYS**

The contractor shall suspend the use of gasoline and diesel tractors, powered mowers, weed eaters, wood chippers, chainsaws, sprayer rigs and other similar field/yard maintenance equipment in ozone non-attainment or maintenance areas on predicted "code red ozone days". The ozone season in Virginia is from May through September. The number of "code red ozone days" varies, but typically does not exceed ten (10) per season. The following counties are subject to this provision:

1. **NOVA District:** "Code Red Ozone Days" will be forecasted by the Virginia Department of Environmental Quality or the Metropolitan Washington Council of Governments:

|                         |                |
|-------------------------|----------------|
| Alexandria              | Arlington      |
| Fairfax (City & County) | Falls Church   |
| Loudoun                 | Manassas       |
| Manassas Park           | Prince William |

2. **Richmond District:** "Code Red Ozone Days" will be forecasted by the Virginia Department of Environmental Quality:

|                                                                                                        |                  |
|--------------------------------------------------------------------------------------------------------|------------------|
| A portion of Charles City County — encompassing the area south of route 5/156 and west of 106/156, and |                  |
| Chesterfield                                                                                           | Colonial Heights |
| Hanover                                                                                                | Henrico          |
| Hopewell                                                                                               | Richmond         |

3. **Hampton Roads District:** "Code Red Ozone Days" will be forecasted by the Virginia Department of Environmental Quality:

|                |              |
|----------------|--------------|
| Chesapeake     | Hampton      |
| James City     | Newport News |
| Norfolk        | Poquoson     |
| Portsmouth     | Suffolk      |
| Virginia Beach | Williamsburg |
| York           |              |

4. **Fredericksburg District:** "Code Red Ozone Days" will be forecasted by the Virginia Department of Environmental Quality or the Metropolitan Washington Council of Governments for NOVA.

|              |                |
|--------------|----------------|
| Caroline     | Fredericksburg |
| Spotsylvania | Stafford       |

5. **Culpeper District:** "Code Red Ozone Days" will be forecasted by the Virginia Department of Environmental Quality or the Metropolitan Washington Council of Governments for NOVA:

Fauquier

6. **Staunton District:** "Code Red Ozone Days" will be forecasted by the Virginia Department of Environmental Quality or the Metropolitan Washington Council of Governments for NOVA:

|           |            |
|-----------|------------|
| Frederick | Winchester |
|-----------|------------|

7. **Salem District:** "Code Red Ozone Days" will be forecasted by the Virginia Department of Environmental Quality:

|           |                         |
|-----------|-------------------------|
| Botetourt | Roanoke (City & County) |
| Salem     | Vinton                  |