

**VIRGINIA DEPARTMENT OF TRANSPORTATION
2 STEP INVITATION FOR BIDS (2 Step IFB)**

Issue Date: June 22, 2011

2 STEP IFB# 503-CH

Title: Business Planning and Support Services

Location of Services – See Section V. B 5

Issuing Agency: Commonwealth of Virginia
Virginia Department of Transportation (VDOT)
Central Office Mail Center – Loading Dock Entrance
1401 E. Broad Street
Richmond, Virginia 23219
Attention: Caroline S. Hudgins

Period of Contract: Three years from contract date of award. (Renewable)

Pre-Bid Conference: A Mandatory pre-bid conference will be held for this solicitation on July 6, 2011 at 10:00 am at the VDOT Central Office Auditorium, 1221 E. Broad St., Richmond, VA 23219 No one will be admitted after 10:00 am. Refer to Section VIII.

Sealed Technical Proposals, Price Envelopes in separately sealed envelopes as described herein will be RECEIVED Until 10:30 am July 21, 2011.

Sealed Technical Proposals will be OPENED in public on: July 22, 2011. at 10:30 A.M. at VDOT, 1st Fl. 1201 E. Broad St., Richmond, VA 23219

All Inquiries for Information should be directed in writing to: Caroline Hudgins at caroline.hudgins@VDOT.virginia.gov. All questions must be received on or before June 30, 2011 no later than 10:00 am.

If Proposals are Mailed, Hand Delivered, Sent by FedEx, UPS or other Courier, Send Directly to Issuing Agency Shown Above.

In compliance with this 2 Step Invitation for Bids and to all the conditions imposed therein, the undersigned offers and agrees to furnish the Goods and/or Services at the Price(s) indicated in the separately sealed Cost Proposal Envelope.

This sheet must be signed and returned with technical proposal. Do NOT put in sealed Cost Proposal Envelope.

Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink)

Zip Code: _____
Name: _____
(Please Print)

eVA Vendor ID or DUNS#: _____

FAX Number: (____) _____ Title: _____

E-Mail Address: _____ Telephone Number: (____) _____

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 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 # 503-CH

Pricing Schedule	1
I. Purpose	2
II. Questions Regarding This Invitation For Bid	2
III. General	2
IV. Instructions for Combined Two-Step Bidding	2
V. Background, Specifications/Contract Requirements	2
VI. Technical Proposal Submittal Requirements	6
VII. Evaluation Criteria	6
VIII. Pre-Bid Conference	7
IX. Method for Payment	7
X. Invoicing	7
XI. Ordering Procedures	7
XII. Bidder's Instructions	8
XIII. General Terms and Conditions	9
XIV. Special Terms and Conditions	15
XV. Bidder's Technical Proposal	20
Attachments:	
A Vendor Qualification Certification Form	
B Small Business Subcontracting Form	
C Swam Compliance Report	
D State Corporation Commission Form	
E Proprietary Information Form	

PRICING SCHEDULE

Provide a fixed fee per hour for each of the services outlined in sections V.D. The hourly rates shall include all direct salary and payroll burden, plus overhead and fee (profit). Overhead includes all administrative expenses and proper working facilities. Unexpected materials and supplies (vendor's receipt must be supplied with monthly invoice) used in performing tasks may be charged at cost upon advance approval of Contract Administrator.

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

Pricing Schedule must be submitted in a separate and sealed envelope.

***TRAVEL COST TO VDOT RICHMOND OFFICES SHALL BE INCLUDED IN HOURLY RATE
(See section V.B.5.)**

Position	Hourly Rate - Low	Hourly Rate - Mid	Hourly Rate - High
Strategic & Business Planner	\$ _____	\$ _____	\$ _____
Organizational Change Consultant	\$ _____	\$ _____	\$ _____
Training Developer/Trainer	\$ _____	\$ _____	\$ _____
Operations Analyst	\$ _____	\$ _____	\$ _____
Process Engineer	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____

Hourly rates are based upon years of work experience in the specific position listed above. Award evaluation will be based on the five Low, Mid and High hourly rates added together and divided by 15.

Low Range – 3-5 years

Mid Range – 6-8 years

High Range – over 8 years

Firm Name _____

Print Name _____

Signature _____

Date _____

I. PURPOSE:

The Virginia Department of Transportation (herein referred to as "VDOT") is submitting this Invitation for Bid (IFB) to solicit sealed technical proposals and sealed bids from qualified vendors to establish a Contract through competitive two-step sealed bidding for Business Planning and Support Services as per Section IV, below, to the Virginia Department of Transportation, Maintenance Division, Equipment Section, herein referred to as "VDOT" and "the Equipment Section".

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to Mrs. Caroline Hudgins @ caroline.hudgins@vdot.virginia.gov. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.** Questions should reference specific page number and section. Email must include IFB # 503-CH in subject line.

III. GENERAL:

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

IV. INSTRUCTIONS FOR COMBINED TWO – STEP BIDDING:

1. The Virginia Department of Transportation shall utilize a combined two-step bidding process to procure Business Planning and Support Services for the Equipment Section. A combined two-step bid process requires bidders who respond to the solicitation to furnish an unpriced technical bid in one sealed envelope and their bid prices in a second sealed envelope at the same time. Bidders are responsible to identify these envelopes marked "Technical Proposal" and the other "Bid Price".
2. The technical proposals will be opened and evaluated based on criteria contained in the solicitation. Only the price envelopes for those technical proposals selected as acceptable will be opened and an award will be made to the responsive and responsible bidder submitting the lowest cost. The award document will incorporate the terms and conditions of the solicitation and include the bidder's technical proposal and bid prices. The price envelopes for those proposals determined to be not acceptable will be returned unopened.

V. BACKGROUND, SPECIFICATIONS /CONTRACT REQUIREMENTS:

A. BACKGROUND FOR DESCRIBING REQUIRED SERVICES

1. The Maintenance Division (MD) – Equipment Section is the central policy and management agent for VDOT's statewide Equipment Program. With assets valued in excess of \$500M, the Equipment Section is responsible for the fleet management activities and equipment maintenance and repair services to support VDOT's important mobility mission: "We Keep Virginia Moving."
2. In 2001, the Equipment Section embarked on a multi-year, multi-functional strategic and business improvement program. Since that time, the section has implemented a series of organizational and process initiatives targeted at improving customer relations and the effectiveness and efficiency of its operations around the state. This strategic initiative resulted in the production of an *Equipment Strategic Plan* and an accompanying *Business Plan*. Although now combined, both have been updated since 2001 and are framed by six strategic goal areas:

VDOT Equipment Program Strategic Goal Areas

- a. Human Resources
 - b. Budget and Finance
 - c. Management Decision Tools
 - d. Fleet Composition, Size and Infrastructure
 - e. Policies, Procedures and Practices
 - f. Maintenance and Repair
3. In order to continue with this important business improvement process, VDOT desires to obtain non-professional services from a private sector firm to assist the Equipment Section in carrying out its mission. These services may be broadly viewed as either strategic/business planning and implementation, or staff support. Sections V. B (1 and 2) and V. D provide further information as to the potential services required by VDOT.

B. POTENTIAL SERVICES (SCOPE OF WORK)

1. As mentioned, the first category of required work can be described as strategic/business planning and implementation services. It is unlikely that any of these services will require full-time work. Examples of the types of tasks envisioned under this labor category include, but may not be limited to, the following:
 - a. Providing leadership and creative insights on complex strategic, business, and operational issues to assist in achieving the VDOT Equipment Program vision;
 - b. Facilitating the strategic development of an equipment replacement planning model;
 - c. Facilitating a process for maintaining the currency and relevancy of the *Equipment Program Strategic and Business Plans*; update the plans on a scheduled basis, as directed;
 - d. Assisting in establishing program visibility within the department and with appropriate national organizations and associations.
 - e. Performing organizational assessments and preparing plans on technical and non-technical subjects; e.g., customer satisfaction surveys, analytical decision support tools, communications effectiveness audits, and transition plans;
 - f. Assessing organizational change impacts on equipment program initiatives and developing plans to facilitate organizational acceptance of changes, e.g. communications, presentations, small group facilitations, fact sheets, white papers, and performance measurements;
 - g. Conducting research and preparing presentations, studies and reports on a variety of issues and functional topics; e.g., staffing needs, human resources issues, and cost-benefit analyses; integrating results and translating findings into clear and compelling recommendations and solutions,
 - h. Designing mature organizational performance metrics and developing professional performance measurement reports;
 - i. Planning and conducting specialized professional development training in cases not covered by other available resources; e.g., effective writing;
 - j. Designing and facilitating business planning and/or subject-unique, problem-solving team meetings.
2. From time to time, the Equipment Section may also need staff support assistance on short-and-medium termed projects. Such engagements will be unforecast and may require extremely short response times. These staff support services will have durations that range from a few hours-or-days to weeks-or-months and will include both fulltime and intermittent part-time work. The types of services that have been required in the recent past are:
 - a. Researching and developing new equipment specifications;
 - b. Preparing invitation for bid documents (IFBs) for new equipment purchases;
 - c. Researching and preparing procurement documents to outsource maintenance and repair work and to establish contracts for the delivery of such services;
 - d. Monitoring Original Equipment Manufacturer (OEM) recalls and coordinating appropriate action with affected districts; assisting with the warranty management program

- e. Providing technical assistance and coordination to keep the on-line automated service manual and technical bulletin (FleetCross) program current and up to date; reviewing new modules for technical accuracy and manufacturer compliance with FleetCross requirements;
 - f. Drafting new or revised policies;
 - g. Assisting with technical writing to comply with new Agency Risk Management and Internal Control System (ARMICs) reporting requirements.
 - h. Conducting technical new systems training, such as FleetFocus M5 Introductory Training;
 - i. Participating in other problem solving activities resulting from new requirements that exceed existing staff capabilities.
3. The Contractor shall be responsible for start-up costs.
4. The Contractor will provide proper working facilities and consumable supplies commensurate with the task(s) to be performed. In special circumstances when agreed to by VDOT and available, VDOT may provide the necessary working facilities and supplies. VDOT may provide computers and software needed to perform the services requested, if necessary as determined by the Equipment Section.
5. Some of the work will be performed in the Equipment Section offices, located in the "Annex Building," 1401 East Broad Street, Richmond, Virginia. However, much of the work will be performed off-site at either the Contractor's place of business or at the individual's home. The Contractor will provide for all living cost (e.g., meals, transportation, and lodging) unless the Contractor's personnel are asked to travel in the conduct of State business; (see item #6 below).
6. If Contractor personnel are required to travel to locations outside the Richmond area, the Contractor shall be reimbursed for meals, transportation, and lodging as set forth in the task order. All invoices for travel shall not exceed the current Virginia state governmental travel regulations.
7. Bidding on this bid does not preclude a bidder from submitting bids on other work within the VDOT. However, the Contractor awarded this contract cannot bid on any work resulting from assistance provided to the Equipment Section, or any other activity for which it was instrumental in implementing for VDOT.

C. CORPORATE CREDENTIALS

Bidder shall meet the below requirements.

1. Previous experience with strategic and business planning and implementation;
2. Previous experience in performing organizational assessments and preparing reports such as surveys, audits, and formal reports;
3. Previous experience in conducting research and preparing reports and studies;
4. Previous experience in developing organizational performance metrics and measurement reports;
5. Previous experience in developing program management training solutions and materials;
6. Previous experience in change management, facilitation, team building, best practices, project/program manager development, and communications;
7. Adequate staffing resources experienced and trained in the areas listed in Sections V.B.1 and V.B.2, above, and able to respond to short-notice, limited-duration requirements;
8. Previous experience working with local, state or federal departments of transportation or other comparable agencies/entities is required;
9. Previous experience in fleet management and/or assisting large fleets is also required;
10. A plan for "adding value" to the Equipment Section based on demonstrated past experience with projects of a similar nature.

D. INDIVIDUAL QUALIFICATIONS

VDOT has determined that the following core positions should provide the type of staffing needed to meet the services outlined in Section V.B.1 & 2. These staff will report to an appropriate Equipment Section manager and/or team within VDOT for guidance and general direction. Bidders may propose other positions they deem

appropriate. The Department is not obligated to accept other positions identified and bidders are required to submit pricing on the following positions. Any added positions will not be used in the evaluation process.

1. **Strategic and Business Planner** – Performs independent research, planning and preparation but works best as team member, team facilitator and/or team leader. Uses experience to analyze existing *Equipment Program Strategic and Business Plans* and facilitates meetings to recommend improvements to both. The specific work includes, but is not limited to:
 - a. Assessing the effectiveness of existing *Equipment Program Strategic and Business Plans*;
 - b. Recommending improvements to both plans;
 - c. Drafting then finalizing updates to the now-combined *Strategic Plan* and *Business Plan*;
 - d. Facilitating large and small group sessions to review progress with both the *Strategic and Business Plans*;
 - e. Establishing and implementing tracking and disciplining mechanisms to ensure steady and sustained progress in meeting *Equipment Program* goals and objectives.
2. **Organizational Change Consultant** – Works independently and as team member and facilitator. Draws upon experience and skills to assess, analyze and recommend organizational improvements and solutions to organizational challenges. The specific work includes, but is not limited to:
 - a. Leading teams and providing solutions that address strategy development and alignment, management and organizational capability building, alignment and culture change
 - b. Designing and implementing organizational change including, organizational design, communications, change acceptance and building stakeholder support;
 - c. Developing organizational structures and staffs to streamline operations and to enhance mission accomplishment;
 - d. Designing appropriate instruments or assessment technologies and implementing closed-loop customer satisfaction and stakeholder surveys; collecting, analyzing and communicating results; and producing reports and action plans to improve areas requiring attention.
3. **Training Developer/Trainer** - Works independently and as team member and facilitator. Assists in determining true *Equipment Program* staff and management needs and contributes to producing effective and efficient training solutions that are not otherwise available through other Departmental resources. The specific work includes, but is not limited to:
 - a. Participating in the development of subject-specific training requirements affecting management of the *Equipment Program*;
 - b. Designing appropriate training venues, audiences and frequencies;
 - c. Developing effective training programs, formats, courseware and materials;
 - d. Delivering and/or assisting in the delivery of training, to include train-the-trainer sessions;
 - e. Following up on training effectiveness.
4. **Operations Analyst** - Works independently and as team member and facilitator. Uses experience in operations efficiency and systems analysis to contribute to meaningful operational reform and useful operational improvements. The specific work includes, but is not limited to:
 - a. Studying individual *Equipment Program* operations and developing performance metrics;
 - b. Working with existing information sources and IT systems to develop plans to capture accurate, valid and quality data;
 - c. Analyzing data and producing reports;
 - d. Developing action items to redress deficiencies and incorporating these into the *Equipment Program Business Plan*;
 - e. Monitoring operational improvements and identifying areas for additional work.
5. **Process Engineer** – Works independently and as team member and facilitator. Uses experience to understand and improve processes, either as programmatic entities or subsets of individual operations. The specific work includes, but is not limited to:

- a. Mapping/modeling and analyzing processes;
- b. Developing cause-effect relationships;
- c. Using quantitative and decision-making tools and techniques to design prototype improvements;
- d. Evaluating alternative approaches and processes;
- e. Recommending prioritized implementation steps;
- f. Communicating and managing change;
- g. Drafting best practices and/or procedures to affect change.

VI. TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS:

1. Corporate Credentials (Section V.C)

- a. Previous experience with strategic and business planning and implementation;
- b. Previous experience in performing organizational assessments and preparing reports such as surveys, audits, and formal reports;
- c. Previous experience in conducting research and preparing reports and studies;
- d. Previous experience in developing organizational performance metrics and measurement reports;
- e. Previous experience in developing program management training solutions and materials;
- f. Previous experience in change management, facilitation, team building, best practices, project/program manager development, and communications;
- g. Adequate staffing resources experienced and trained in the areas listed in Sections V.B.1 and V.B.2, above, and able to respond to short-notice, limited-duration requirements;
- h. Previous experience working with local, state or federal departments of transportation or other comparable agencies/entities is required;
- i. Previous experience in fleet management and/or assisting large fleets is also required;
- j. A plan for "adding value" to the Equipment Section based on demonstrated past experience with projects of a similar nature.

2. Resumes of personnel to be used to meet requirements (Section V.D)

- a. The bidder must provide resumes for individual (s) who are currently employed by the bidder that may be used for providing services under the IFB. As a minimum, the resume must show the name of the individual, job title, length of time and qualification as related to the job / title qualifications identified in Section V.D. Additional skills may be shown at the bidder's option.

3. Experience in and a plan for meeting short-notice, short-termed staff support requirements.

4. References

- a. Provide at least three references where the bidder has provided services similar to those described in Sections B 1. and 2. Include the company name, address, a contact name, and current telephone number, to include area code, for each reference. (Attachment A)

5. Additional materials or discussions that support the bidder's case that your firm represents the best value for VDOT.

VII. EVALUATION CRITERIA

Vendor qualifications will be used to evaluate the proposals submitted based on the following five (5) criteria:

- 1. Corporate credentials.
- 2. Resumes of personnel to be used to meet requirements.
- 3. Experience in and a plan for meeting short-notice, short-termed staff support requirements.
- 4. References

5. Additional materials or discussions that support the bidder's case that its firm represents the best value for VDOT.

VIII. PRE-BID CONFERENCE:

A **mandatory** pre-bid conference will be at 10:00 am on July 6, 2011 at the VDOT Auditorium (front section), at 1221 E. Broad St., Richmond, VA 23219. **In order to access the Auditorium, participants are required to show picture I.D. at 1401 E. Broad St., Richmond, VA 23219. Participants shall allow adequate time to reach the Auditorium prior to the 10:00 am deadline.** The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Bids will only be accepted from those bidders who are represented at this pre-bid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. **No one will be admitted after 10:00 am.**

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

IX. METHOD FOR PAYMENT:

- A. Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of a valid invoice and verification of satisfactory services received and/or completion of work.
- B. VDOT will pay hourly rates as stated in the Pricing Schedule based on Task Order requirements.
- C. The resulting contract will allow for reimbursement for travel and unexpected materials and supplies used in performing tasks may be charged at cost upon approval of Contract Administrator. Vendor's receipt to be supplied with monthly invoice for the purchase of any approved materials or supplies.
- D. All travel expenses must be in accordance with the most current State Travel Guidelines and is only allowable when travel is required outside of the Richmond, Virginia area.

X. INVOICING:

Invoices may be submitted monthly. Invoices shall include the contract number, purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. VDOT will require timesheet verification to the invoice before payment will be made. Invoices shall be submitted to the Maintenance Division, Equipment Section, 1401 E. Broad St., Richmond, VA 23219 for all items completed within the designated billing period.

XI. ORDERING PROCEDURES FOR VENDORS AWARDED A CONTRACT

A. General

- 1. Delivery requirements shall include items as specified in Section V.B, Scope of Work, in the IFB.
- 2. The VDOT State Equipment Manager/Contract Administrator will review and comment on reports or documents as submitted by the Contractor.
- 3. The Contractor shall incorporate the VDOT State Equipment Manager/Contract Administrator's comments and reissue the reports or documents in final form.
- 4. The VDOT State Equipment Manager/Contract Administrator will review final versions of document deliverables and notify the Contractor when the document is approved.

B. Task Orders – All deliverables will be authorized by the VDOT State Equipment Manager/Contract Administrator via task orders. Each Task Order will result in a Purchase Order.

1. The Contractor shall prepare and submit a task order for approval by VDOT State Equipment Manager/Contract Administrator before any work is begun. Once the Contractor is informed of a requirement (Task Order) by VDOT, the Contractor is to provide within forty-eight hours, the resume and phone number of the proposed individual (s) available.
2. The task orders shall include the contract number, task order number, itemized quantities of services provided as described in the pricing schedule, unit price, extended costs based on contract pricing schedule, and the total amount of the task order. Upon negotiation and agreement of the task to be completed, VDOT will issue a notice to proceed in the form of a task order/purchase order signed by the VDOT State Equipment Manager/Contract Administrator. Task Order will be a fixed price and cannot be increased unless advance approval is received from Contract Administrator. No work shall be performed by the Contractor without written notice to proceed from VDOT.
3. Prior to issuing a purchase order, VDOT reserves the rights to interview each individual proposed. If it is determined in VDOT's sole judgment, that an individual lacks sufficient knowledge or experience to perform the required task(s), VDOT has the right of refusal.
4. Upon selection of an individual and written notification (purchase order) to the Contractor, the individual(s) will be available to commence work on the reporting date set forth in the respective ordering document (not more than three (3) working days after notification).
5. If an individual is unable to perform at an acceptable level within a reasonable length of time, as determined by VDOT's sole judgment, VDOT shall have the right to terminate that individual's services. Notice of termination may be as little as one (1) day. If it can be shown that an individual did not make productive use of his/her time, VDOT may, at its sole option, refuse payment for hours billed against that individual.
6. Contractor personnel will be expected to follow established directives and policies during the performance of assigned tasks.

XII. BIDDER'S INSTRUCTION:

a.

1. BID SUBMISSION – INSTRUCTIONS

The entire bid package with the signed cover sheet, any and all signed addenda and any and all required signed attachments must be received in our office no later than the receipt date and time stated on the IFB signature page.

The address for the return of bids is as follows:

Virginia Department of Transportation
Central Office Mail Center - Loading Dock Entrance
1401 E. Broad St.
Richmond, VA 23219
Attn: Caroline Hudgins

2. RECEIPT OF BIDS/ LATE BIDS

It is the bidder's responsibility to insure that their bid is received prior to or at the specific time and 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 (See Page 1), even if they are received at other VDOT offices/ locations, will be considered late. **Please note that hand delivered bids will NOT be accepted at the Virginia Department of Transportation, Central Office ASD (Bid Tab), 1201 E. Broad Street, Richmond, VA 23219 location.**

For instructions for Identification of Bid Envelope, see Special Term and Condition #14 Identification of Bid.

XIII. 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 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) 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, 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.

1. 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.
2. 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.
3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
5. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
6. 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.

A. SET-ASIDES. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders shall state bid 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.

XIV. SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL INFORMATION:** VDOT reserves the right to ask any Bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which VDOT deems desirable, and does not affect quality, quantity, price or delivery.
2. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by VDOT and upon mutual agreement of the contractor. Such modification shall name the specific agency 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 modification.
3. **AUDIT:** The contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
4. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to VDOT will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include VDOT in any client list in advertising and promotional materials.
5. **AWARD OF CONTRACT:** VDOT will make the award on a **Grand Total** basis to the lowest responsive and responsible bidder based on the hourly rates bid for the five (5) positions listed on the Pricing Schedule under Low, Mid and High range. Those hourly rates will be added together and divided by 15 to determine the lowest bid. **Hourly prices shall be shown for each position range, "N/A" or "No Bid" will not be accepted.** The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. An award for a particular position is no guarantee that services for that position will be utilized. The need of the agency will dictate what services will be delivered under this contract.
6. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER:**
An award will be made to the lowest responsive and responsible bidder, however; the award may be made to a reasonably priced DMBE-certified small business bidder that is other than the lowest priced bidder. Evaluation will be based on net prices. Unit prices 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 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.
7. **BID ACCEPTANCE PERIOD:** Any bid resulting from this solicitation shall be valid for 120 days. At the end of the 120 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.
8. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
9. **CANCELLATION OF CONTRACT:** VDOT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

10. **CLAIMS:** The contractor shall be responsible for the resolution of any and all damage claims resulting from operations provided herein. Claims presented to VDOT as a result of this operation will be referred to the Contractor for handling. Within 30 days of VDOT's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the bidders list.
11. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contracts and their employees working on this project may be required to sign a confidentiality statement.
12. **CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by Section 2.2-4363A of the *Code of Virginia*. This claim shall be submitted to the Commissioner of VDOT who will render a decision within 30 days. Contractual disputes arising during the course of performance shall be submitted to the Administrative Services Administrator who will make a decision in 30 working days, which will be final. Vendors will not be precluded from filing a claim at the conclusion of performance as a result of the decision made during the course of contract performance.
13. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS and ORDERS:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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

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

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

14. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder Due Date Time

Street or Box Number

IFB No..

City, State, Zip Code

IFB Title

Name of Contract Officer _____

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

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

15. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
16. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the VDOT work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
17. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by 11-53 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such negotiations may take place, the Term "available funds" shall mean those funds, which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the scope of work/specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.
18. **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.
19. **RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:** Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the 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.

20. **RENEWAL OF CONTRACT:** This contract may be renewed by VDOT for one successive two year period under the terms and conditions of the original contract. Changes to the rates in the Pricing Schedule may occur annually by mutual agreement with VDOT and the Contractor only at the yearly contract anniversary date. The Contractor shall convey (in writing) to the VDOT State Equipment Manager and VDOT Contract Officer its request to raise/lower prices no later than sixty (60) days prior to the contract anniversary date. Applications for price increases shall be substantiated in writing with the request as submitted to VDOT. VDOT shall have sole discretion in its decision to allow price increases. If VDOT elects to exercise the option to increase rates, the increase shall not exceed the percentage increase/decrease of the Services Category (currently Table 4, Column 4) of the CPI-W Section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. The new rates, if approved by VDOT in writing, will take effect on the contract anniversary date.

21. **SECURITY REQUIREMENTS:**

- a. All Vendors, Contractors or other Persons accessing VDOT's CII/SSI material in any form shall be required to comply with VDOT's *CII/SSI Policy Guide for Employees, Vendors, Contractors or other Persons Accessing VDOT's CII/SSI*. This guide can be located at; <http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp>
- b. A Criminal History Record Check (CHRC), through the Virginia Capitol Police, shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at, or in support of the VDOT Central Office.
- c. A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS), shall be required of all employees of the Contractor and all subcontractors of the contractor for work conducted at all other VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).
- d. All costs for the CHRC will be the responsibility of the Contractor.
- e. All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information or to agree to non-disclosure of VDOT critical, sensitive or personal information.
- f. CHRC records search timelines vary depending on records found on file (if any). In the event non-favorable records exist, VDOT reserves the right to approve and deny issuance of any Security Clearance. Upon denial, there are no available appeals.

- g. Upon CHRC clearance and approval, Contractor and subcontractor (if any) personnel shall be required to obtain a VDOT issued access identification badge prior to working on VDOT's premises, unless a written waiver is approved by the PSS.
- h. Contractor and sub contractor personnel shall wear VDOT-issued access identification badge at or above waist level on the outermost garment at all times while on VDOT's premises.
- i. For safety concerns regarding the badge display requirement, the VDOT Personnel Security Section, Contract Administrator, Project Manager or designee may waive the above requirement. The Contractor's employees shall possess the VDOT access identification badge at all times to be available for display.
- j. The Contractor shall return all VDOT access identification badges on the day any employee is no longer assigned to VDOT's premises and upon contract expiration. The Contractor shall notify Contract Administrator within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Contract Administrator that access identification badge has been lost, stolen or damaged may be cause for debarment. See: Commonwealth of Virginia, Vendor's Manual Section 7.20.
- k. The Contractor shall be responsible for notifying the PSS whenever an employee or subcontractor employee is charged with any criminal violation. Notification shall be made no later than the next regular business day of finding.
- l. In the event of loss, suspected loss or compromise of any VDOT CII/SSI material, the Contractor having possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any VDOT CII/SSI material, notify the VDOT project manager. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Contractor will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the VDOT project manager.

22. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders are required to submit a Small Business Subcontracting Plan. Unless the bidder is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

23. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal (**Attachment D**) the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
24. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDOT. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
25. **TERM OF CONTRACT:** The contract period will be three (3) years from date of award, with the opportunity for one successive 2-year renewal option.

XV. BIDDER'S TECHNICAL PROPOSAL:

A. General Instructions:

1. In order to be considered for selection, Bidders must submit a complete response to this IFB. One (1) marked **original** un-priced technical proposal, **three (3)** copies of each un-priced technical proposal, and one (1) redacted copy of each proposal (if proposal contains proprietary information) shall be submitted to the Department. The un-priced original, **three (3)** copies of the technical proposal, and one (1) redacted copy (if necessary) of each proposal shall be submitted in one sealed envelope or box. The bid price shall be submitted in a separate sealed envelope marked "Bid Price". The Bidder shall make no other distribution of the proposal. Proposals will not be accepted by facsimile transmission or by electronic mail. Any proposals received after the receipt date and time will not be considered. It is the Bidder's responsibility to ensure that the sealed bid in response to this Invitation for Bid are received at the Department's designated receipt location prior to the receipt date and hour shown on signature page of this solicitation. Bids received after that date and hour specified for receipt shall not be considered. Technical proposals will be publicly opened and the names of the Bidders read at the date and time listed on the signature page. Bids must be sealed, with commodity, bid number and receipt date and time shown on face of the envelope, including any special delivery envelopes. The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary. Section numbers which are redacted should be identified as follows: Example: Section 3, paragraph B: "Redacted". The redacted version of the proposal must be carefully edited, altered, and refined by the Bidder in order to protect and maintain complete confidentiality of protected information.
2. Technical Proposal Preparation:
 - a. An authorized representative of the Bidder shall sign proposals. All required information must be submitted.
 - b. Technical proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the IFB. Emphasis should be placed on completeness and clarity of content.

- c. Technical proposals shall be thorough and detailed as possible so that the Department may properly evaluate your capabilities to provide the required services. Bidders are required to submit a copy of the complete IFB (without Attachments) and any addendums as issued by the Department within the technical proposal. Technical proposals must be organized in the order in which the requirements are presented in the IFB. All pages of the proposal should be numbered. Each section in the proposal should reference the paragraph number of the corresponding section of the IFB. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the IFB and tab the proposal. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The technical proposal shall contain a table of contents which cross-references the IFB requirements.
 - d. Information which the Bidder desires to present that does not fall within any of the requirements of the IFB should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the IFB requirements are specifically addressed.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. The entire proposal shall be limited to 100 typed sheets (excluding résumés, IFB copy and addendums, if issued) on 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they must be folded into the overall proposal and used sparingly) with no font smaller than 11 point.
 - f. **Proprietary Information:**
Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the IFB shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Bidder must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. See 1.9 of the Vendors Manual. Bidder must complete Attachment E, Proprietary/Confidential Information Summary Form, identifying all proprietary and confidential information included in proposal submission.
3. Technical bids should be organized in the following sequence:
- a. IFB Signature Sheet, page 1, completed and signed;
 - b. Corporate Credentials
 - c. Resumes of personnel to be used to meet requirements;
 - d. Experience in and a plan for meeting short-notice, short-termed staff support requirements;
 - e. Additional materials or discussions that support the bidder's case that its firm represents the best value for VDOT.
 - f. Attachment A (Vendor Qualification Form)
 - g. Attachment B (Small Business Subcontracting Plan)
 - h. Attachment D (State Corporation Commission Form)
 - i. Complete IFB Copy (without Attachments) and any Addendums
 - j. Attachment E (Proprietary Information Form)

4. Cost of Technical Proposals:

The Bidder is responsible for all costs of proposal preparation. The Commonwealth of Virginia is not liable for any costs incurred in response to the IFB.

5. Technical Proposal Requirements:

a. The Bidder shall not alter the IFB or addendum documents. Alterations or modifications to the IFB or addendum, scope of services, terms and conditions or special terms and conditions will be considered an alternative bid and the technical proposal will be considered non responsive.

b. The Bidder's technical proposal shall include a detailed description of how the Bidder will accomplish the tasks noted herein in accordance with the IFB scope of services, terms and conditions and special terms and conditions. Bidder's technical proposal shall become an enforceable part of this Contract.

ATTACHMENT A

VENDOR QUALIFICATION CERTIFICATION FORM

ALL VENDORS RESPONDING TO THIS IFB ARE REQUIRED TO COMPLETE THIS QUESTIONNAIRE.

1. Name of Business: _____
2. Name of Owner or Chief Executive Officer: _____ Telephone Number: _____
3. Emergency or After Hours contact name: _____ Telephone Number: _____
4. How many years has the firm been in the business of performing the services called for in this IFB? _____
5. How many persons are currently employed by the firm? _____
6. Is the firm currently removed from a vendor list or debarred from doing business with any Commonwealth of Virginia Agency? _____ if yes, explain. _____

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

9. Provide the name, contact person and telephone number of three (3) customers for which your firm has provided services of the same scope as those requested in this IFB. We may contact these customers as references.

FIRM'S NAME & ADDRESS	CONTACT PERSON	TELEPHONE

10. Bidder must submit the name of the person or persons who will be the Department's contact during the bid evaluation process:

Name _____ Email address _____
Phone number _____

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 Caroline Hudgins at caroline.hudgins@vdot.virginia.gov for assistance.

SPECIAL NOTICE TO BIDDER

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

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

Attachment B
Small Business Subcontracting Plan

Definitions

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

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

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

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

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

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

Section A

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

- _____ Small Business
- _____ Small and Women-owned Business
- _____ Small and Minority-owned Business

Certification number: _____ **Certification Date:** _____

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.
6. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
7. **Subcontractor Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above \$100,000 and non-SWaM vendors for contracts valued at or above \$200,000.
- 7a. **This Quarter** indicate the amount paid to each subcontractor per reporting period. If no payments were made during this period enter \$0.
- 7b. **Year to Date** summarizes all payments made to the vendor to date.
8. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subcontractor

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

REPORTING SCHEDULE

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

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

DISTRICTS

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

(1c) Contract No. _____

(1a) Contract Name

(1b) District _____

[illegible]

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 _____

Section B

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

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

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

Attachment D

State Corporation Commission Form

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE IN ACCORDANCE WITH THE SPECIAL TERM AND CONDITION, TITLED "STATE CORPORATION COMMISSION IDENTIFICATION NUMBER"

☐ 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):** ☐

Name of Firm: _____ Date: _____

Signature: _____

Name (print): _____

Title: _____

ATTACHMENT E
PROPRIETARY/CONFIDENTIAL INFORMATION
SUMMARY FORM

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Identify the reason for withholding from disclosure in accordance with the Code of Virginia § 2.2-4342F.