



Invitation For Bid

0000110130

*READY MIX CONCRETE SERVICE
LOUISA RESIDENCY*

Closing Date and Opening Time *05/26/2009 @ 11:00AM*

Contract Officer
SANDEE GRIFFIN
Phone 540-829-7672 Fax 540-829-7446
Email: sandee.griffin@VDOT.Virginia.gov
Contracts/Procurement Section
1601 Orange Road
Culpeper, Virginia 22701

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

IFB # 0000110130
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A Vendor Qualification Equipment Inventory Certification Form	
BE SURE TO FILL IN ALL NECESSARY INFORMATION IN THIS INVITATION FOR BID.	



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

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

VDOT Culpeper District
1601 Orange Road
Culpeper, VA 22701

MAIL BIDS/OFFERS TO:

VDOT Culpeper District
1601 Orange Road
Culpeper, VA 22701

Date 05/12/2009
RFQ#/IFB# 0000110130
Opening Date 05/26/2009
Opening Time Eastern Time 11:00AM
Type IFB Sealed Contract
PreBid Conf

It is the Bidders/Offerors responsibility to ensure that bids/offers in response to this Invitation for Bids/RFQ/Request for Proposals are received at the above address (the address for "HAND DELIVER BIDS/OFFERS TO:") prior to the due date and hour shown. If the Bidder/Offeror elects to use a private express courier for the delivery of their response to this Invitation for Bids/Request for Proposals, it is the Bidders/Offerors responsibility to ensure their bids/offers in response are delivered to the "HAND DELIVER BIDS/OFFERS TO:" address. Bids/Offers must be sealed, with IFB/RFQ/RFP number and opening date shown on the face of the envelope, including any special delivery envelopes. Sealed Bids will be publicly opened and read at that time. Address all questions and inquiries to Sandra Griffin at 540/829-7672.

INSTRUCTIONS TO BIDDERS/OFFERORS

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

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

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

Company Name & Address

VDOT Bidder/Offeror:

Telephone: _____ Extension: _____
FAX Number: _____ email address: _____

Date _____

By _____

SIGNATURE IN INK

Name _____

Title _____

FIN OR SS Number _____



Commonwealth of Virginia
Department of Transportation
Invitation For Bids/RFQ/Request For Proposals
RFQ# : 0000110130

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LINE	ITEM#	QTY	UOM	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	7507006090	60.00	CYD	CONCRETE, READY MIX, CLASS A-3 CONCRETE, READY MIX		

READY MIX CONCRETE, CLASS A-3

DELIVER TO

VDOT Louisa Residency
3709 Davis Highway
Louisa, VA 23093

List your best Delivery _____ Days, if applicable

2	7507006095	40.00	CYD	CONCRETE, READY MIX, CLASS A-3 HIGH EARLY STRENGTH CONCRETE, READY MIX		
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READY MIX CONCRETE, CLASS A-3 HIGH EARLY STRENGTH

DELIVER TO

VDOT Louisa Residency
3709 Davis Highway
Louisa, VA 23093

List your best Delivery _____ Days, if applicable

Grand Total : \$ _____

I. PURPOSE:

The Virginia Department of Transportation (herein referred to as ("VDOT")) is soliciting bids from interested firms to provide a furnish and deliver "on call, as needed" service contract for class A-3 and class A-3 high early strength READY MIX CONCRETE, in accordance of the performance specifications herein, to locations within the Louisa Residency of the Culpeper District. **The contract will not begin until JUNE 9, 2009.**

PERIOD OF CONTRACT: Twelve months from date of contract award (renewable)

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this invitation for bid shall be addressed to **Sandee Griffin at (540) 829-7672**. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. **Technical questions should be directed to Kenneth Cosner, 540-967-3722 or cell 540-223-5258.**

III. GENERAL:

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

IV. SPECIFICATIONS / CONTRACT REQUIREMENTS:

- A. Vendor to furnish and deliver a service contract on an "on call, as needed" basis for Class -A and Class A-3 high early strength **Ready Mix Concrete** to be delivered to various locations within the Louisa Residency, including Rte.522 Town of Mineral, Rte.1001 Town of Louisa, Rte. 659 in Fluvanna County, Rte. 33 in Louisa County. This material will be used for various projects as needed. The technical contact is Kenneth Cosner at 540-967-3722 or cell 540-223-5258. **Do not over-look filling out the MINIMUM ORDERS, No. 31. The contract will not begin until JUNE 9, 2009.**
- B. Concrete MUST meet the current specification of VDOT, section 217.09 of the current Road & Bridge Specification Manual.
- C. **The awarding vendor shall be VDOT certified and shall remain certified for the entire length of the contract (including any renewals). If for any reason the certification expires or drops during the contract period the contractor shall notify the VDOT representative Kenneth Cosner, 540-967-3722 or cell 540-223- 5258 or his designee immediately. In addition, if the certification expires or drops, the contractor shall be responsible for replacement of any concrete that fails.**

VDOT reserves the right to require the vendor to show proof of this certification.

- D. **There will be limited clean-up area therefore any wash down of chutes will be determined by the VDOT representative at the site. The vendor may be required to return an overage back to plant.**

- E. **DELIVERY:** VDOT will notify the Contractor 48 hours prior to the requested delivery/need of concrete. Delivery of all requested contact items must be made within 48 HOURS after receipt of order(s). The Contractor should carry an adequate stock to insure such delivery service for the duration of the contact. Deliveries should be scheduled during normal working hours and days. Monday – Friday, from 7:00 am to 3:30 pm. Any questions should be directed to Kenneth Cosner at 540-967-3722 or cell 540-223-5358.

V. **PRE-BID CONFERENCE:** There will not be a pre-bid conference.

VI. **METHOD FOR PAYMENT:**

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

VII. **INVOICING:**

Invoices will 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. No payment will be made for work in progress on the prescribed payment dates. Work completed will be verified in writing daily by a VDOT Representative and Contractor Foreman on an agreeable format. Payment address to: VDOT Louisa Residency, 3709 Davis Highway, Louisa, VA 23093, Attn: Dosha Morris.

VIII. **BIDDER'S INSTRUCTION:**

1. **BID SUBMISSION - INSTRUCTIONS:**

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

- Entire bid package (all pages) including Signature Sheet (**page 3**) signed in ink and the completed Bid Pricing Schedule (**page 4**).
- Completed Vendor Qualification / Equipment Certification – Attachment A

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

This solicitation will close on May 26, 2009 at 11:00 am.

Bids will be opened on May 26, 2009 at 11:00 am.

Return the bid to:

Mail To: (US Mail)
Virginia Department of Transportation
1601 Orange Road
Culpeper, Virginia 22701
Attention: Wanda Robson (Bid Tab)

or Hand Delivery (FEDX, UPS, etc)
Virginia Department of Transportation
1601 Orange Road
Culpeper, Virginia 22701
Attention: Wanda Robson (Bid Tab)

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

It is the Bidders responsibility to insure that his/her bid is received prior to or at the specific time and the place designated in the solicitation. **Bids received after the date and time specified for receipt shall not be considered.** Bids not received at the time and place designated, (**1601 Orange Road, Culpeper, VA, Attn: Wanda Robson, Bid Tab**) even if they are received at other VDOT offices/locations will be considered late. Please note that 1601 Orange Road is the mailing address only.

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

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

IX. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal 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 the in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all

invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **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.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

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 non-responsive. 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.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- 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.
(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS 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.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows:

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,925,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the <i>Code of Virginia</i> .)	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- 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 must register in eVA; failure to register will result in the bid being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

X. SPECIAL TERMS AND CONDITIONS:

1. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided.
2. 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.
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. **ADDITIONAL USERS:** This procurement is being conducted on behalf of Louisa Residency, which is part of the Culpeper District of the Virginia Department of Transportation (VDOT). Other Residencies/Sections with the Culpeper District may be added or deleted as authorized users 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 the Culpeper District Procurement Contract Officer and will only occur upon mutual agreement by the Contractor and VDOT.** Such modification shall name the specific Residency/District Section added or deleted and the effective date. **The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.**
5. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
6. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
7. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
8. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without

penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

9. **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,

1. sealed and identified as follows:

From: _____
Name of Bidder/Offeror Due Date Time _____

Street or Box Number IFB No./RFP No.

City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer _____

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

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror 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/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

10. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by § 2.2-4318 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.
11. **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.
12. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be eliminated and by signing this bid/offer, the bidder/offeror agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.

13. **RENEWAL OF CONTRACT:**

A. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for **two** successive one year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **table four category of the CPI-W** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **table four category of the CPI-W** section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

14. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

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

16. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in (_____) 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.

17. **TERM OF CONTRACT:** The initial term or period of the contract shall be for a one year (12 months) period with the effective date to be determined at time of award.
18. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the terms of Paragraph P, General Terms and Conditions.
19. **PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other condition or reason deemed to be in the public interest.
20. **CONTRACTOR IDENTIFICATION CARDS:** The Contractor, the Contractor's supervisors and employees shall carry a valid government issued picture identification card on them at all times when working on VDOT right of way or VDOT facilities and/or grounds.
21. **VEHICLE REQUIREMENTS:** All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.
22. **MINORS ON THE WORK SITE:** No minors (under 18 years of age) will be allowed on the VDOT work site(s) on which this contract will be performed except those employed by the Contractor as allowed by the Child Labor Laws of the United States and the Child Labor Laws of the Commonwealth of Virginia.
23. **DAMAGE CLAIMS:** The Contractor shall be responsible for resolution of any and all claims. Claims made to VDOT as a result of this work will be referred to the Contractor for handling. Failure to properly respond to and resolve property claims constitutes unsatisfactory performance and may result in cancellation of the contract.
24. **PROTEST OF AWARD:** A Bidder wishing to protest an award or a decision to award a contract must submit a written protest to the Administrative Services Administrator, VDOT 1401 East Broad Street, Richmond, Virginia 23219, no later than ten (10) days after public notice of award or announcement of the decision to award whichever occurs first. The public notice will be in the area designated for solicitation and award notices. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest the Administrative Services Administrator will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Bidder institutes legal action as provided in the Code of Virginia.

25. **QUALIFICATIONS OF BIDDERS:** VDOT may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the contract. Such investigations may include but are not limited to fingerprint-based criminal history background checks, credit checks, legal residence checks, or proof of US citizenship. The Bidder shall furnish to VDOT all such information and data for this purpose as may be requested. VDOT further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy VDOT that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
26. **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.
27. **SPECIAL DISCOUNTS:** (A) During the contract period, if the Contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to VDOT under this contract. (B) The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the Contractor's customers generally.
28. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
29. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia and the duties imposed under Section 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current Virginia Work Area Protection Manual shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

30. **EMERGENCY CLOSINGS:** If VDOT is closed due to an emergency situation during a scheduled bid opening, the receipt and opening will be due on the next business day that VDOT is open.
31. **MINIMUM ORDERS:** Minimum orders for all items will be three (3) cubic yards for FOB delivered to the Louisa work areas. For orders less than three (3) cubic yards, the vendor must give a separate cost in the blank listed below. Partial delivery of less than minimum order value shall be made FOB Destination with no extra transportation added.
- \$ _____ per order less than three (3) cubic yards for Class A-3
- \$ _____ per order less than three (3) cubic yards for Class A-3 High Early Strength
32. **INSPECTION:** The concrete will be inspected by, or for, the VDOT Materials Engineer, or designee.
33. **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.

Page 1 of 2

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

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

1. Name of Business: _____
2. Type of Business: (Check all that apply)

☐ Proprietorship
☐ Partnership
☐ Corporation

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

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

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

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

FIRM'S NAME	CONTACT PERSON	TELEPHONE

Authorized Signature

Title

Date

VENDOR QUALIFICATION / EQUIPMENT INVENTORY CERTIFICATION FORM

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

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

[illegible]

16. Is the above equipment owned by the company and presently in the firm's equipment inventory? (Do not include any proposed subcontractor equipment on this form)
17. If not, how will the equipment be obtained within the required time in the event of award? _____
18. Is any of the above equipment currently committed on other VDOT contracts? _____ If yes, identify which pieces and the contract number. _____
19. Method of fueling above equipment _____

_____ Authorized Signature	_____ Title	_____ Date
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