



Issue Date: May 18, 2026

INVITATION FOR BIDS

IFB# 160949

Title: Emergency Debris Removal Services

Commodity Code(s): 98888

Location Where Work Will Be Performed: Prince William County

Issuing Agency: Commonwealth of Virginia
Virginia Department of Transportation (VDOT)
Contract Officer: Lora Hagarty
Email: Lora.Hagarty@vdot.virginia.gov
Phone: (804) 371-6709

NOTE TO BIDDERS

Prebid Conference: An Optional Pre-Bid Conference will be held at 10:00 AM Eastern Daylight Time (EDT) on May 29, 2026. Refer to Solicitation Section V. for instructions on how to participate.

Solicitation Closing Date and Time: 10:00 AM EDT on June 9, 2026. Refer to Solicitation Section VIII.1 for Instructions to Bidders.

Virtual Public Bid Opening Date and Time: 10:00 AM EDT on June 10, 2026. Refer to Solicitation Section VIII.2 for instructions on how to participate.

REMINDERS

1. Be sure to read and follow all instructions in the solicitation. Make certain bid pricing is not unbalanced.
2. Ensure all bid documents are completed and fillable attachments are uploaded with the bid submission. Bid documents and fillable attachments include, but may not be limited to:
 - A. VA STATE CORPORATION COMMISSION FORM
 - B. SMALL BUSINESS SUBCONTRACTING PLAN: A Small Business Subcontracting Plan (SBSP) is required for the bid to be considered responsive if the Bidder is not certified as a small business by the Department of Small Business and Supplier Diversity at the time of bid closing. Submit the SBSP on the included Attachment and provide plan value as a percentage not dollar value. See instructions under I. PURPOSE and Special Term and Condition: SBSP, Evidence of Compliance and Subcontractor Reporting.
 - C. VENDOR QUALIFICATION / EQUIPMENT INVENTORY CERTIFICATION FORM
 - D. SUBCONTRACTOR APPROVAL REQUEST
 - E. NORMAL AND EMERGENCY CONTACTS
 - F. REFERENCES

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, sexual orientation, gender identity, political affiliation, veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.



**Administrative Services Division
Northern Virginia District
Invitation For Bids IFB # 160949
Emergency Debris Removal Services, Prince William Residency**

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ATTACHMENTS

- A. VA State Corporation Commission – Fillable Form
- B. Small Business Subcontracting Plan (SBSP) – Fillable Form
- C. Vendor Qualification / Equipment Inventory Certification – Fillable Form
- D. Subcontractor Approval Request – Fillable Form
- E. Normal and Emergency Contacts – Fillable Form
- F. References – Fillable Form
- G. Virginia Code Red Ozone Days

REFERENCED TRAININGS

- 1. General Term and Condition C.1.(d): [Link to Referenced Sexual Harassment Training](#)
- 2. General Term and Condition CC: [Link to VDOTU](#). Log in and search for “VDOT Workplace Civility Training



I. PURPOSE:

The Virginia Department of Transportation (herein referred to as “VDOT”) is soliciting bids from qualified firms to provide specified crews and equipment for the clearing and removal of vegetative or other large debris from VDOT right of ways that may be blocking or impeding traffic. This IFB is specific for emergency situations to remove debris generated by Governor Declared State of Emergencies, inclement weather events, or any other event designated by VDOT. Awards will be made by lot.

PERIOD OF CONTRACT: One year from date of award with two (2) optional one-year renewal periods.

Reminder to Bidders: This solicitation includes the requirement for the Bidder to submit a Small Business Subcontracting Plan (SBSP) *Attachment B* with the electronic bid response in eVA. Bidders selecting the “I Plan To Complete All Work” box must be certified as a small/micro business by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity (DSBSD) by the due date of this solicitation to participate in the SWaM Program.

If the Bidder is not a DSBSD-certified small business, the “I Plan To Use Subcontractors” box must be selected and the Bidder shall identify on the SBSP attachment the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period and any subsequent renewal periods.

II. QUESTIONS REGARDING THIS INVITATION FOR BIDS:

Any questions regarding this invitation for bid shall be addressed to Lora Hagarty at Lora.Hagarty@vdot.virginia.gov. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. Provide questions no later than 2:00PM EDT on June 3, 2026.

III. GENERAL DEFINITIONS:

For the purpose of clarification, each firm submitting a 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 “Commonwealth” or “Department” or as “VDOT,” and “Representative” refers to the VDOT Contract Administrator who will be administering the contract. This Invitation for Bids 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:

A. SCOPE OF WORK

1. The Contractor shall provide all labor, supervision, equipment, tools, fuel, supplies, traffic control, accessories, safety equipment, and incidentals, as necessary, to provide emergency debris removal services. Debris removal services will only be requested on an on-call, as needed basis during inclement weather events or emergency situations, as designated by VDOT. Scheduled or planned work is not a component of this contract.
2. Emergency debris removal is defined as cutting and clearing of any woody, vegetative, or foreign objects including, but not limited to, brush, broken limbs, broken tree stems, uprooted trees and trees with severe cracks or other severe defects, that may be blocking travel from VDOT maintained roadways and/or right of ways before, during, and after a weather or other designated event. The Contractor shall remove the debris from the roadway to re-establish the safe movement of traffic. The Contractor shall cut and clear the debris located on or above hard or non-hard surface roadways.
3. Chipping services shall be defined as the chipping, removal, and disposal of any debris that the Contractor cut and cleared from the roadway to re-establish the safe movement of traffic. Reference section IV.H.5. Chipping Services for additional information.



4. Legal and authorized chip disposal and location of disposal sites shall be the sole responsibility of the Contractor.
5. Debris along the right-of-way shall be removed and properly disposed of, in accordance with all applicable laws and regulations. No chips or cut debris shall be left on the right-of-way without prior written permission from the VDOT Contract Administrator or designee.
6. The Contractor shall be prepared to work before, during, and after weather events including, but not limited to, snow and ice storms, hurricanes, tropical storms, tornadoes, high wind events, floods, or any other event designated by VDOT.
7. The Contractor shall be prepared to respond with the appropriate number of crew members within two (2) hours of VDOT's verbal or written notification.
8. VDOT may require the Contractor's crews to report to "standby" before or during weather or designated events when it is anticipated that the event may result in falling debris which may block the roadway. The Contractor's crews will be compensated at the "Standby Rates" as indicated in Section IV.H.6.

B. SPECIFICATIONS AND STANDARDS:

1. The Contractor shall perform all work in accordance to the contract requirements and to the satisfaction of the VDOT Contract Administrator or designee.
2. All work performed shall be in conformance with the 2011, or latest edition, of the Virginia Work Area Protection Manual (VWAPM).
3. The Contractor's equipment and personnel shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health (VOSH) standards. The Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations throughout the life of this contract. Reference X. Special Terms and Conditions, paragraph 31. Safety and Health Standards.

C. LOCATION OF WORK:

1. Work shall be performed throughout Prince William County. The Contractor(s) shall perform services within the following Lots for the Prince William Residency Area Headquarters (AHQs):

LOT 1 - EAST END	
Dumfries Area Headquarters 18200 Jefferson Davis Highway Dumfries, VA 22026	Lake Ridge Area Headquarters 13000 Chinn Park Drive Woodbridge, VA 22192
LOT 2 - WEST END	
Gainesville Area Headquarters 14831 Lee Highway Gainesville, VA 20155	Manassas Area Headquarters 10228 Residency Road Manassas, VA 20110

D. PERSONNEL REQUIREMENTS:

1. The Contractor shall provide the crew as described below. VDOT at its sole discretion shall evaluate the situation and make needs determination of the level of services required. The Contractor shall be capable of providing two (2) crews per Lot, or a total of four (4) crews for both Lots. Bidders are not required to bid on both lots.



2. Three Person Cut & Toss Crew –The Contractor shall provide a three (3) person crew with equipment which shall consist of two (2) laborers and one (1) flagger. Reference IV.D.3 for additional information regarding required equipment.
3. All trucks, chain saws, pole saws, and equipment shall have operators who are experienced and trained on the equipment. Any operator unable to perform in a proficient manner shall be replaced at VDOT request.
4. One (1) crew member shall be able to maintain the equipment to provide a continuous and productive operation.
5. The Contractor shall designate at least one (1) crew member as the Contractor's Supervisor, whose name and cellular phone number shall be required prior to commencement of any work activities and who has the authority to supervise the performance of the contracted work.
6. The Contractor shall be completely responsible for supervising and directing their personnel at all times. The Contractor's personnel shall be expected to work without direct supervision from VDOT.
7. For the safety of all involved, crew members shall be able to understand and communicate effectively in English. Crew members shall have a good working knowledge of the Northern Virginia road system. Operators shall be capable of reading and understanding maps and verbal or written instructions.
8. The Contractor shall ensure that all crew, operators and equipment do not create any hazardous conditions. This shall include wearing OSHA approved personal protective equipment (PPE), hardhats, steel-toe-shoes, and reflective vests when required.

E. EQUIPMENT REQUIREMENTS:

1. The Equipment offered by Bidders shall be of equal size, or larger, as specified on the Pricing Schedule and within the specifications of this IFB, suitable for the intended purpose and provide the following or approved equal specifications and capabilities. VDOT in its sole discretion shall determine whether the equipment offered by Bidders is considered equal to that named herein. All bidders shall include completed Attachment C. Vendor Qualification/Equipment Inventory Certification Form, with their bid. The year, make, model, identification number, capacity and complete description of each piece of Equipment to be utilized under this contract shall be listed on Attachment C. This shall include any proposed subcontracted, leased, or rented equipment.
2. The Contractor shall possess at the time of bid closing, and throughout the term of the contract, the crews, vehicles and equipment necessary to perform the work under the terms of this contract.
3. The Contractor shall provide the following equipment with each three-person crew to be used for emergency debris removal services:
 - a. Four-wheel drive (4WD) truck equipped with high-intensity amber lights which meet the requirements in the VWAPM. Reference IV. Specifications/Contract Requirements, D. Equipment Requirements, paragraph 6. Amber Lights.
 - b. A minimum of two (2) chainsaws with 16"-20" bar length, along with additional chainsaw chains, bars, gas, and oil for their equipment. One (1) chainsaw shall be capable of cutting 36-inch diameter trees.
 - c. Telescopic pole saw with a minimum adjustable shaft length of 11'6"
 - d. All necessary Personal Protective Equipment (PPE), tools, and all incidental items that are needed for successful completion of emergency debris removal services.
4. Condition: All Equipment shall be in good mechanical condition at the time of bid closing and throughout the term of the contract. At least one member of the crew shall be able to maintain the equipment in order to maintain a continuous and productive operation.
5. Amber Light: Equipment warning lights shall meet the requirements referenced in the 2011, or latest edition, of the VWAPM Section 6L.07aV – Vehicle Warning Lights, which can be accessed at the following link:



6. Work Area Protection Manual and Pocket Guide | Virginia Department of Transportation . Vehicles that do not meet these requirements will not be allowed to be utilized in conjunction with this contract.
7. State Inspection/Registration/Licensure: All Contractor equipment shall be in compliance with the requirements stated in X. Special Terms and Conditions, paragraph 40. Vehicle Requirements.
8. Company Identification: The name of the Contractor's company shall be displayed on both sides of all work vehicles while on VDOT right of way. Reference X. Special Terms and Conditions, paragraph 40. Vehicle Requirements.
9. Readiness For Work: The Contractor, at his own expense, shall have all equipment fueled and ready to begin operations prior to reporting to the work site. The Contractor shall provide any accessories necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all hand tools, traffic control, and safety supplies.
10. Equipment Break Downs: If the Contractor's equipment breaks down, causing a delay in work, VDOT will not be responsible for payment to the Contractor during this time. If replacement equipment is needed, the Contractor shall provide replacement equipment within two (2) hours.

F. TRAFFIC CONTROL:

1. The Contractor shall provide all necessary signs, sign stands, and a minimum of one (1) certified flagger per crew for traffic control.
2. All traffic control shall conform to the latest edition of the Manual on Uniform Traffic Control devices (MUTCD) and the latest edition of the VWAPM.
3. Certified Flaggers: Each crew shall have a minimum of one (1) certified flagger who holds a minimum of a valid Intermediate Work Zone Traffic Control (WZTC) Training and Flagger Certification. Flagger(s) shall be required to keep their flagger certification card(s) on their person at all times while performing traffic control services. Reference X. Special Terms and Conditions, paragraph 42. Work Zone Traffic Control Training Requirements.
4. This training shall be completed prior to the closing date of this solicitation. Proof of this training shall be provided with the bid submission or within two (2) business days of VDOT's request if not submitted with the bid.

G. CONTRACTOR REQUIREMENTS:

1. Contractor's Conduct: The Contractor shall be responsible for the conduct of all Contractor's and Subcontractor's personnel while at the work site. Inappropriate behavior displayed by the Contractor's and Subcontractor's employees will not be tolerated. Anyone exhibiting such behavior will be barred from the work site. Repeated incidents shall be grounds for termination of the contract at the discretion of VDOT.
2. Contractor's Personnel: The Contractor's and Subcontractor's personnel shall at all times communicate with VDOT personnel, the traveling public, landowners and citizens in a courteous and respectful manner. The Contractor's personnel must refer all questions concerning work planned, performed or promised to the VDOT Contract Administrator or designee.
3. Capacity to Perform: The Contractor shall ensure the capacity to perform work under this contract when ordered by VDOT. Contractor shall maintain a plan to ensure personnel and equipment are fully capable of performing services under this contract regardless of severe inclement weather event situations.
4. Communication Devices: The Contractor shall have a reliable form of communication available for contact purposes during regular business hours in order to respond to scheduling requests within the prescribed time. It shall be the Contractors' responsibility to provide VDOT with current contact numbers and to notify VDOT of any contact number



changes. It shall be the Contractor's responsibility to ensure his communication devices are reliable and effective throughout the counties covered by the contract.

5. Sub-Contractors: No subcontractor equipment or personnel shall be sent to the job site that has not previously been inspected and included on the approved sub-contractor list. Sub-contractors must be approved by the Contract Officer. Reference Section X. Special Terms and Conditions, paragraph 35. Subcontracts.
6. Quality of Work: Reference Special Terms and Conditions, paragraph 21. Final Inspection.
7. Coordination with State Forces: VDOT reserves the right to perform any type of work within the limits of this operation. Reference Special Terms and Conditions, paragraph 10.
8. Authority to Suspend Work: Reference Special Term and Condition, paragraph 27. Prosecution of Work.

H. METHOD OF ORDERING WORK:

1. Work Notification Procedure: A written or verbal notice will be provided to the Contractor to commence work. The Contractor shall provide written confirmation of acceptance of work within two (2) hours of written notification.

The written notification will provide the AHQ location to report to and time to report, if applicable. The Contractor shall report to the AHQs to receive specific site location(s) and coordinate service. If additional crews with equipment are required, the VDOT Contract Administrator or designee will advise the Contractor.

2. Verbal Notification: In cases where it is not practicable to provide written notification and verbal notification to report is provided to the Contractor, a follow-up written notification will be provided within forty-eight (48) hours following the initial verbal notification.
3. Reporting Time: Due to the unpredictable nature of these services, there may be instances when services are required immediately. For that reason, the Contractor shall be capable of reporting with all required personnel and equipment within two (2) hours of notification, if required by VDOT.
4. Additional Time: The Contractor may, at the time of notification, request additional time to respond. VDOT in its sole discretion reserves the right to approve or deny requests based on a case-by-case basis.
5. Chipping Services: Chipping of debris shall be performed on an as-needed basis when weather conditions allow for services to be performed in a safe manner. This may result in chipping services being performed after the initial cutting and removal of debris from the roadway. When this occurs, a written notice for chipping services will be sent to the Contractor. The Contractor shall provide written confirmation of acceptance of work within twenty-four (24) hours of written notification.
6. Standby: VDOT will pay the Contractor 50% of the rate bid per hour for Standby. Standby lines are not biddable line items.
7. Standby will be paid after the crew is signed in and while waiting for emergency debris removal operations to begin. Standby periods are defined as any time the crew members are notified to report to a VDOT location during a weather event or other designated event but are not actually performing debris removal services. Standby may occur before, during, or after weather or designated events when it is anticipated that the event may result in the falling of trees and debris onto the roadway.
8. The Contractor will be paid a minimum of two (2) hours at the Standby rate for each crew responding upon VDOT's request in the event the storm fails to materialize and/or no debris removal is required.



9. Continuous Operation Requirement: The Contractor shall provide a continuous operation once work has commenced. If the Contractor fails to provide a continuous operation, a Procurement Complaint Form may be issued, which may result in default. Reference IX. General Terms and Conditions, paragraph P. DEFAULT.
10. Contractor's Failure To Report: If the Contractor fails to commence work at the mutually agreed time, a Procurement Complaint Form may be issued, which may result in default and the Contractor being held responsible for any resulting additional purchase and administrative costs, in accordance with IX. General Terms and Conditions, paragraph P. DEFAULT.
11. Work Hours: The Contractor's crew(s) shall be available to work seven (7) days a week, twenty-four (24) hours a day. There may be circumstances under which the Contractor may be required to work extended hours, nights, weekends or State-observed holidays to complete work. During these times, the Contractor shall be paid at the normal rate with no overtime allowed.

I. MEASUREMENT FOR PAYMENT:

1. A fair and reasonable bid price shall be shown for each bid line within a Lot. Bidder may not enter 0.00 pricing for lots they are bidding on. Bidders are not required to bid on each lot.
2. The Contractor shall be capable of providing two (2) crews per lot.
3. Bidders may bid on more than one (1) Lot, providing the Contractor can simultaneously provide all of the required equipment and personnel for each lot bid and awarded. Failure to offer and provide reasonable unit bid pricing on 100% of the required crews within each lot bid may result in the bid being determined as non-responsive
4. Estimated Quantities: All quantities shown on the pricing schedule are estimates only. Quantities are not guaranteed. Reference Section X. Special Terms and Conditions, paragraph 17. Estimated Quantities.
5. Price Bid: The bid price shall be all inclusive to include all associated fuel, crew personnel, equipment, operating costs, and all other incidentals necessary for the successful completion of work.

LOT 1, Prince William East - Bid Line 1 – All-inclusive hourly rate to provide three (3) person crew to perform Roadway Clearing and Debris Removal Services. The three (3) person crew shall consist of three experienced, qualified personnel, two (2) laborers and one (1) certified flagger. The crew shall have a four wheel drive (4WD) truck and all necessary Personal Protective Equipment (PPE), two (2) chainsaws with 16" - 20" bar length and one shall be capable of cutting 36 inch diameter trees, telescopic pole saw with minimum adjustable shaft length of 11' 6", signs and sign stands and other items needed for the successful completion of the emergency debris removal services.

LOT 1, Prince William East - Bid Line 2 – All-inclusive hourly rate to provide three (3) person crew to perform chipping services, to include chipper capable of chipping up to twelve (12) inch diameter limbs and chip truck/dump truck capable of holding twelve (12) cubic yards minimum, to provide debris chipping, hauling, & disposal services.

LOT 2, Prince William West - Bid Line 1– All-inclusive hourly rate to provide three (3) person crew to perform Roadway Clearing and Debris Removal Services. The three (3) person crew shall consist of three experienced, qualified personnel, two (2) laborers and one (1) certified flagger. The crew shall have a four wheel drive (4WD) truck and all necessary Personal Protective Equipment (PPE), two (2) chainsaws with 16" - 20" bar length and one shall be capable of cutting 36 inch diameter trees, telescopic pole saw with minimum adjustable shaft length of 11' 6", signs and sign stands and other items needed for the successful completion of the emergency debris removal services.

LOT 2, Prince William West - Bid Line 2 – All-inclusive hourly rate to provide three (3) person crew to perform chipping services, , to include chipper capable of chipping up to twelve (12) inch diameter limbs and chip truck/dump truck capable of holding twelve (12) cubic yards minimum, to provide debris chipping, hauling, & disposal services.



V. OPTIONAL PRE-BID CONFERENCE:

An optional virtual pre-bid conference will be hosted by the Contract Officer at **10:00 AM EDT on May 29, 2026**. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend.

The conference will begin promptly at the time indicated. At the start of the conference the Contract Officer will conduct an attendance roll call to identify the individuals participating. Participants will be requested to provide their individual name, company name and contact information during the roll call.

This Microsoft Teams Virtual Meeting conference can be accessed with the below information:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/239361919448855?p=nzocRlariZUfu4xL55>

Meeting ID: 239 361 919 448 855

Passcode: jd2mL2tN

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 434-230-0065,,884437395#](#) United States, South Hill

[Find a local number](#)

Phone conference ID: 884 437 395#

Join on a video conferencing device

Tenant key: commonwealthofvirginia@m.webex.com

Video ID: 115 992 187 8

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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

VI. METHOD FOR PAYMENT:

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.

Payment will be made via check, ACH, or EDI. Payment may also be made via P-Card for invoices within the P-Card limit if the Contractor accepts the State's Small Purchase Charge Card. For questions about eVA please contact eVA Customer Care center at eVACustomerCare@DGS.Virginia.gov. For questions about electronic payments please contact DOA at (804) 692-0473 or via email at: edi@doa.virginia.gov

VII. INVOICING:

Invoices shall be submitted after each occurrence, when work is completed and accepted, to the e-mail address listed below. Invoices shall include the VDOT approved/signed Contractor timesheet, 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 by a VDOT Representative and the Contractor. Invoices shall be e-mailed to the following address: nova.invoices@vdot.virginia.gov

Email subject line shall include Prince William and the contract number. Only one invoice is allowed per email.

VIII. BIDDER'S INSTRUCTIONS AND PUBLIC BID OPENING:

1. BID SUBMISSION – INSTRUCTIONS:

All bids must be submitted electronically online via [eVA](#) using the Bidder's established eVA Supplier Account. The entire bid response including any / all attachments and any / all addenda must be submitted electronically in eVA no later than the closing date and time stated on the electronic solicitation posting. Faxed, emailed, mailed or hand-delivered bids will not be accepted.

To learn how to submit an online bid in eVA please refer to the online supplier training page at:

<https://eva.virginia.gov/supplier-training-materials.html>

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at:

<https://www.youtube.com/watch?v=KSxcAkOekW0>

It is the responsibility of the Bidder to ensure the bid and all required attachments are properly completed, readable and uploaded to eVA by the date and time deadline stated on the electronic solicitation posting. Bidders should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of documents. In the event of technical difficulties, suppliers should contact eVA Customer Care at 1-866-289-7367 or via email at eVACustomerCare@DGS.Virginia.gov.

2. PUBLIC BID OPENING:

Bids will be opened at the time stated on the electronic posting and the reminders page of this solicitation, and their contents per the Virginia Public Procurement Act and Commonwealth of Virginia Vendors Manual, will be made public for the information of bidders and others interested.

A virtual public bid opening will be hosted by a VDOT representative at **10:00AM EDT on June 10, 2026.**

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/272056060557949?p=RL75Ee8jVrEMyNyr98>

Meeting ID: 272 056 060 557 949

Passcode: xJ7yQ7YF

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 434-230-0065, 536543073#](#) United States, South Hill

[Find a local number](#)

Phone conference ID: 536 543 073#

Join on a video conferencing device

Tenant key: commonwealthofvirginia@m.webex.com

Video ID: 119 055 318 8

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

The bid opening will begin promptly at the time indicated. At the start of the conference the VDOT Representative will conduct a roll call to identify the individuals participating on the call. Participants will be requested to provide their individual name, company name and contact information during the roll call.

If you are unable to access the teleconference at the scheduled time, please contact the Contract Officer via email and a bid reading will be provided.

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

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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 eva.virginia.gov under "I Sell To Virginia".
- 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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 sexual orientation, gender identity, 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*, § 2.2-4343.1(E)).

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, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, 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 the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place

in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

- 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:** Applicable for all contracts over \$10,000:

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 participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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 may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for 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. **OMITTED**
- R. **OMITTED**
- S. **OMITTED**
- 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 coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 and \$2,000,000 in the aggregate. 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 shall be added as an additional insured to the policy by an endorsement.**
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:
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, sexual orientation, gender identity, 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, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal <https://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 by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at <https://eva.virginia.gov/>.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue 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 that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD 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.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- DD. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of the contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia, a continuous supply of the identified goods and/or services.
- EE. **FORCED OR INDENTURED CHILD LABOR:** Applicable in all solicitations and contracts over \$10,000: During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “forced or indentured child labor” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

X. SPECIAL TERMS AND CONDITIONS:

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the VDOT for the district identified herein. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the contract officer upon mutual agreement of the contractor. Such modification shall name the specific district added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification. The contractor shall extend any special VDOT discount price adjustments resulting from adding counties. However, any reduction in the number of districts receiving service/goods shall not result in VDOT being charged any more than the awarded bid price(s)
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this invitation for bid, no indication of such sales or services to the Virginia Department of Transportation (VDOT) shall be used in the contractor's product literature, press releases or advertising nor shall the contractor state in any of its advertising, press release or product literature that the Commonwealth of Virginia or VDOT has purchased or uses its products or services. The contractor also shall not include VDOT in any client list in advertising and promotional materials.
3. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
4. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. A bidder who enters "\$0," "No Bid," "N/A," or leaves a line item blank may be considered nonresponsive.
5. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
6. **BID PRICES:** Bid prices shall be in the form of a firm unit price for each item during the contract period.
7. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. 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.
8. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims presented to VDOT as a result of operations provided herein. 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.
9. **CODE RED OZONE ALERT:** The Contractor shall comply with the Virginia Code Red Ozone Days provisions of *Attachment G*.
10. **COORDINATION WITH STATE FORCES:** VDOT reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate fully with VDOT and other Contractors as necessary. VDOT reserves the right to supply additional equipment from other VDOT resources if deemed necessary.



11. **CONTINUITY OF SERVICES:**

- (a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
- i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- (b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- (c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

12. **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.
13. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. VDOT shall be able to make contact with the foreman/supervisor within 30 minutes.

The contractor shall conduct his or her work so as to ensure the least possible obstruction to traffic and shall provide for the safety and convenience of the general public and residents along the highway to protect persons and property. All employees shall wear hard hats, Class 3 safety garments, and steel toe shoes that comply with all applicable VOSH/OSHA, ANSI and VDOT safety regulations while working on State Right-of-Way. Workers will also be required to wear long pants and shirts with short sleeves as a minimum. All personnel shall have personal protective equipment such as safety shoes, Class 3 flagging garments, safety glasses, etc. when necessary. Examples of clothing not considered appropriate include tank tops, shirts with no sleeves, shirts with cut out sleeves, shirts with sleeves rolled up to the shoulder, shorts, and Class 3 flagging garments with no shirt.

14. **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.
15. **E-VERIFY PROGRAM:** Pursuant to Code of Virginia, § 2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
16. **EQUIPMENT/PERSONNEL CERTIFICATION:** The bidder shall furnish a completed Vendor Qualification/Equipment



Inventory Certification Form (Attachment C) with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described. The bidder shall supply the quantity of personnel and type of equipment submitted on the certification. VDOT reserves the right to inspect any equipment submitted on the certification form prior to Notice of Intent to Award, and any time after award.

After commencement, modification or substitutions by the contractor for the equipment listed in the certification may be permitted with the written permission of the VDOT Contract Administrator or designee. Equipment substitutions permitted by VDOT may be inspected.

17. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. 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 added or eliminated and by signing this bid, the bidder agrees that no claims for contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.
18. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) purchase order with the applicable eVA transaction fee assessed for each order, each contract term.
19. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
20. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- Evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- A certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- A certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- As requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayers of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

21. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
22. **INSPECTION OF JOB SITE:** My signature (including electronic signature) on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
23. **MINORS ON WORK SITE:** No minors, under the age of eighteen (18), 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.
24. **OPEN AND CONCEALED CARRY OF FIREARMS:** It is the policy of the Commonwealth that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, the Contractor shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above-mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.
25. **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.
26. **PROPRIETARY INFORMATION:** All information submitted to VDOT is subject to disclosure under the Freedom of Information Act (§ 2.2-3700 *et seq.* of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (§ 2.2-4300 *et seq.* of the Code of Virginia), for data or materials submitted as part of a procurement transaction or prequalification application that you believe are trade secrets or proprietary information, you must file:



- 1) A written request, either before or at the time the data or materials are submitted, that:
 - Invokes the protection of § 2.2-4342 of the Code of Virginia;
 - Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information. The identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection; and
 - States the reasons why protection is necessary.
 - 2) A **redacted copy** of your submittal that deletes or blocks all data or material identified as a trade secret or proprietary information per the written request.
27. **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.
28. **RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:** Pursuant to the provisions of § 2.2-3705.6(31) 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 information, 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 Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Department of Transportation in accordance with law may, subject to a determination by the Virginia Department of Transportation as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Virginia Department of Transportation to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall make a written request to 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 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 pursuant to § 2.2-3705.6(31) 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 Virginia Department of Transportation, whether or not the Virginia Department of Transportation 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.
29. **REFERENCES:** Bidders should provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, the email, and the telephone/fax number. Submit references by completing *Attachment F*.
30. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for two (2) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. And 2. Below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the OTHER SERVICES category of Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months (unadjusted percent change) for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the OTHER SERVICES category of Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months (unadjusted percent change) for which statistics are available.
31. **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 U.S. 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 § 40.1-22 of the *Code of Virginia* and the duties imposed under § 40.1-51.1 of the *Code of Virginia*. 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. Class 3 safety garments 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 American Traffic Safety Services Association's (ATSSA) flagger certification program, VDOT's Basic Work Zone certification program, or VDOT's Intermediate Work Zone 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.
32. **SANITARY FACILITIES:** Contractor shall provide access to toilet facilities while working in these counties. It is the responsibility of the Contractor to accommodate their employee's bathroom and/or relief breaks, if necessary, at no cost to VDOT.
33. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**
- A. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. **All bidders are required to submit a Small Business Subcontracting Plan.** The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-



owned businesses and businesses with DSBSD service disabled veteran-owned status when they have received DSBSD small business certification. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids. Provide this information on *Attachment B*.

- B. Evidence of Compliance with Small Business Subcontracting Plan: 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 timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis (**by the 5th business day of each month**), all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis (**by the 5th business day of each month**), all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

34. **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 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 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. Provide this information on *Attachment A*.

35. **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. Provide this information on *Attachment D*.

36. **TERM OF CONTRACT:** The contract period will be from date of award through one (1) year, with the opportunity for two (2) optional, consecutive one-year renewal terms.

37. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of



notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.

38. **TITLE VI ASSURANCES:** The Virginia Department of Transportation assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The Virginia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the

interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the: contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.). (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, And resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

39. **UNBALANCED BIDS:** If the unit prices in the bid are mathematically and materially unbalanced, the bid may be rejected as non-responsive. A mathematically unbalanced bid is one where some unit prices are nominal prices and others are enhanced prices, or where the individual unit prices are unusually high or low in relationship to VDOT’s estimate and do not evenly carry a proportionate share of the total cost of the goods and/or services plus profits. Where a bid is mathematically unbalanced, VDOT will review the estimated quantities and determine whether the bid is also materially unbalanced, meaning that there is doubt as to whether the bid is substantially likely to result in the lowest ultimate cost to the Department.



40. **VEHICLE REQUIREMENTS / IDENTIFICATION**: 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 shall be displayed on both sides of all work vehicles while performing work under this contract. 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.
41. **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.
42. **WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS**: The contractor shall provide at least one (1) employee who, at a minimum, is verified by VDOT in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices. In addition, the contractor shall provide an employee that is verified by VDOT in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations as shown in the latest edition of the Virginia Work Area Protection Manual are needed due to field conditions. These persons must have their verification card with them while on the project site. If proof of verification cannot be provided by the contractor at any time, the operation may be suspended or the contractor may be deemed in default in accordance with the General Terms and Conditions.

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

These options can be accessed at <https://www.vdot.virginia.gov/doing-business/technical-guidance-and-support/traffic-operations/work-zones/>. Additional information about Virginia's Work Zone Traffic Control training program may also be accessed on this website.

THIS TRAINING MUST BE COMPLETED PRIOR TO THE CLOSING DATE OF THIS SOLICITATION. PROOF OF THIS SHALL BE PROVIDED WITHIN TWO (2) BUSINESS DAYS OF VDOT'S REQUEST IF NOT SUBMITTED WITH THE BID



State Corporation Commission Form

Failure to complete and return this attachment may result in your bid being deemed NON-RESPONSIVE.

Solicitation #: 160949

Virginia State Corporation Commission (SCC) registration information.

The bidder: _____

☐ is a corporation or other business entity with the following SCC identification number: _____

-OR-

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

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

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

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

ATTACHMENT _____

Small Business Subcontracting Plan

IFB # _____

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ Date: _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are **not** a DSBSD-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 DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**Subcontract #1**

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % (Initial Term): _____ Contact Address: _____
Description of Work: _____



Administrative Services Division/Procurement

ATTACHMENT_____

IFB #: _____

VENDOR QUALIFICATION / EQUIPMENT
INVENTORY CERTIFICATION

All bidders responding to this IFB are required to complete equipment information for each piece of equipment as specified in #4.

Failure to fully complete this attachment may render the bid non-responsive.

VDOT is unable to review an inventory list or other documentation other than those specified below in #4 in order to confirm that the offered equipment meets the required specifications.

1. Name of Business: _____
2. Name of Owner or Chief Executive Officer: _____ Telephone Number: _____
3. How many years has the firm been in the business of performing the services called for in this IFB? _____
4. All required equipment is listed in the table below and will require verification prior to issuance of a Notice of Intent to Award.
 - **OWNED Equipment:**
 - In the first column, place an “O” beside each piece of owned equipment.
 - Complete the **YEAR/MAKE/MODEL/CAPACITY/ID#/VIN**; place N/A next to equipment for which a column does not apply.
 - **Verification will be in-person:** Prior to the Notice of Intent to Award, VDOT will evaluate the owned equipment as specified in the IFB.
 - **RENTED/LEASED Equipment:**
 - In the first column place an “R” beside each piece of equipment that will be rented/leased
 - **Verification will be by rental agreement:** Prior to the Notice of Intent to Award, the bidder shall provide a signed letter from the applicable rental entity on company letterhead stating the type of equipment with detailed equipment description(s) and quantity(ies) as well as the availability for the duration of the contract period, for any equipment intended for use to perform services of this IFB. This letter shall be provided to the Contract Officer within 2 business days of request, or the bidder will be deemed non-responsive.
 - **SUBCONTRACTED Equipment:**
 - In the first column place an “S” beside each piece of equipment that will be subcontracted.
 - **Verification will be by Subcontractor Approval Request Form Attachment ____:** Prior to the Notice of Intent to Award, the bidder shall complete a separate Subcontractor Approval Request Form for each company they intend to subcontract equipment from, providing detailed equipment description(s) and quantity(ies) under “Type of Equipment Proposed Subcontractor Will Provide.” This form shall be provided to the Contract Officer within 2 business days of request or the bidder will be deemed non-responsive.
 - **FUTURE PURCHASE Equipment:**
 - In the first column place a “P” beside each piece of equipment that is to be purchased.
 - **Verification will be by proof of purchase:** Prior to Notice of Intent to Award, the bidder shall provide proof of purchase with detailed equipment description(s) and quantity(ies), as well as a confirmed delivery date for any equipment intended for use to perform services of this IFB. This proof of purchase shall be provided to the Contract Officer within 2 business days of request or the bidder will be deemed non-responsive. All purchased equipment must be available by date of award.

5. Is any of the equipment listed above currently committed on any other contract (VDOT / non VDOT) contracts? Yes
No

If yes, identify which equipment (year, make, model, ID/VIN), where the equipment is committed, contract number(s), name the party to the contract and location.

ATTACHMENT D



Administrative Services/Procurement

IFB #: _____

SUBCONTRACTOR APPROVAL REQUEST

No portion of the work (including equipment) shall be subcontracted to another firm or individual **without prior written consent** of Virginia Department of Transportation (herein referred to as VDOT). In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VDOT with the names, qualifications, and experience of their proposed subcontractors for agency approval. The primary contractor shall, however, remain fully liable and responsible for the work performed by its subcontractor(s) and shall assure compliance with all requirements of the contract.

List proposed subcontractor(s), including name, address, contact person, and type of work to be performed under this contract below.

**FIRM INDIVIDUAL'S
NAME & ADDRESS**

**CONTACT PERSON AND
PHONE NUMBER**

**TYPE OF WORK TO BE
PERFORMED**

TYPE OF EQUIPMENT PROPOSED SUBCONTRACTOR WILL PROVIDE

QUALIFICATIONS / EXPERIENCE LEVEL OF PROPOSED SUBCONTRACTOR

Please indicate which above proposed subcontractors are certified (with DSBSD) as Small, Women Owned or Minority Businesses.

Certification Number(s): _____

FOR VDOT USE ONLY:

The proposed subcontractor(s) listed above is/are approved and accepted under the terms and conditions of the contract requirements herein.

Signature of Authorized VDOT Representative

Date

Telephone Number



ATTACHMENT ____

NORMAL AND EMERGENCY CONTACTS

Solicitation # 160949

Send Contracts To: Bidder's Name/Title		Primary Phone Number	
Bidder's Mailing Address		E-mail Address	

Contact Person's Name	
Cellular Telephone Number	
Telephone Number - Normal Work Hours	
Telephone Number - After Work Hours	
Fax Number	
E-mail Address	

Contact Person's Name	
Cellular Telephone Number	
Telephone Number - Normal Work Hours	
Telephone Number - After Work Hours	
Fax Number	
E-mail Address	

Contact Person's Name	
Cellular Telephone Number	
Telephone Number - Normal Work Hours	
Telephone Number - After Work Hours	
Fax Number	
E-mail Address	

**Administrative Services Division/Procurement**

IFB #: _____

REFERENCES

Bidders should provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, the email, and the telephone/fax number.

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



ATTACHMENT _____

VIRGINIA CODE RED OZONE DAYS

Solicitation # _____

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

Commonwealth of Virginia Ozone Nonattainment, Maintenance, and Early Action Compact Areas

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

Ozone Maintenance Area: An area that that has previously exceeded the EPA NAAQS for ozone, but has since come back into compliance and has adopted an ozone maintenance plan.

Ozone Early Action Compact Area: An area that has previously exceeded the EPA NAAQS for ozone, but voluntarily opted-in to the Early Action Compact program to avoid an official ozone nonattainment designation.

Table 1. Jurisdictions by VDOT District located in either an Ozone Nonattainment, Maintenance, or Early Action

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

Compact area.

* 8-hour ozone Early Action Compact Area