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Attachments: (Refer to the Fillable Form Attachment on the VBO Posting)

Small Business Subcontracting Plan

VA State Corporation Commission Form

Normal and Emergency Contacts

Subcontractor Approval Request

References

Lead Based Paint Abatement (Non Fillable Form – Information Only)

Swam Compliance Report (Completed and submitted on a monthly basis by the prime contractor utilizing a certified small business in accordance with the Small Business Subcontracting Plan)

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 because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status 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.e 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.

I. PURPOSE:

The Virginia Department of Transportation (herein referred to as “VDOT”) is soliciting bids from qualified firms to replace the electrical wiring and conduit for the span locks and navigation lights on both movable spans of the Berkley Bridge as specified herein. The Berkley Bridge is a double leaf rolling bascule span movable bridge crossing the Elizabeth River located on 1-264 in Norfolk, Virginia.

PERIOD OF CONTRACT: From Date of Award through 180 Calendar Days

This solicitation is not Set Aside with the DSBSD Certified Small Business Enhancement Award Priority but does include the Small Business Subcontracting Plan. Refer to the Form titled Small Business Subcontracting Plan in the Fillable Forms Attachment on the VBO Posting and to Special Term and Condition No. 29.

II. QUESTIONS REGARDING THIS INVITATION FOR BIDS:

Any questions regarding this Invitation for Bids shall be addressed to Ms. Rhonda Tharrington at rhonda.tharrington@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 by 5:00 PM on November 13, 2020.

III. GENERAL:

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 “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 / CONTRACT REQUIREMENTS:

A. GENERAL:

The contractor shall furnish all labor, supervision, equipment (to include a barge), tools, materials and incidentals necessary to install new conduit and wiring and subsequently remove and dispose of existing conduit and wiring on the Berkley Bridge:

West Bound Berkley Bridge - South Movable Span

- East Span Locks
- East Navigation Lights
- West Span Locks
- West Navigation Lights

West Bound Berkley Bridge - North Movable Span

- Navigation Lights
- West Navigation Lights

East Bound Berkley Bridge - South Movable Span

- East Navigation Lights

Two new 2” inch conduits and wiring shall be installed from the machinery platform Droop Cable Box at the heel of the south movable span to the two new span lock junction boxes and shall include new conduits and wiring from each span lock junction box to its motor, two limit switches with a new SO cord to the lighting assembly. Two new 1” inch conduits and wiring shall be installed from the machinery platform Droop Cable Box at the heel of the south movable span to the two new navigation light assembly junction boxes to include new SO cord to the lighting assembly. Two new 1” conduits and wiring shall be installed from the machinery platform Droop Cable Box at the heel of the north movable span to the two new navigation light assembly junction boxes to include new SO cord to the navigation light assembly. Also, the east navigation light assembly on the East Bound, South Movable Span of the East Bound Berkley Bridge shall be repaired. All work performed under the contract resulting from this IFB shall be performed in accordance with the Occupational Safety and Health Administration Regulations (OSHA), Virginia Occupational Safety and Health (VOSH), VDOT’s current Road and Bridge Specifications, the Department of Environmental Quality (DEQ) regulations, the Department of Professional Occupation and Regulation requirements (DPOR), the Department of Motor Vehicles (DMV), and any other state and local laws and regulations as may apply.

B. REFERENCE DOCUMENTS:

The Contractor shall perform the work as outlined within this IFB and in accordance with the following reference documents.

1. Standards:

- a. Virginia Department of Transportation, Road and Bridge Specifications, 2020
<http://www.virginiadot.org/business/const/spec-default.asp>
- b. 2007 AASHTO LRFD Movable Bridge Design Specifications 2nd Ed.
- c. NFPA 70 (2014 National Electric Code)

2. Reference Plan Sheets:

The west bound span as-built 238-11C, Dorey electrical conduit system as-built, and Link Electrical Control System as- built plans will be available to all potential Bidders at the Mandatory Site Visit for this project. Bidders will be required to complete a Non-Disclosure Agreement form prior to receiving drawings and taking photos.

C. LIMITATION OF OPERATIONS:

The Contractor shall:

1. Verify all dimensions in the field and shall be responsible for their correctness. No additional compensation will be allowed because of differences in dimensions, Plan Sheets(s) to actual.

2. Ensure existing equipment necessary to operate the facility is not be made inaccessible by any permanent installation of new equipment and/or installation of any temporary equipment and/or storage of new material and/or existing material removed and to be salvaged and/or the Contractor's operations.
3. Remove from the Project Site any excess, unused and/ or temporary materials and shall dispose of these materials in a timely and appropriate manner as described in Section No. 106 of the current version of VDOT's Road and Bridge Specifications.
4. Be responsible for any permits required by the City of Norfolk.
5. Develop a Lock Out, Tag Out Procedure, which shall be approved by the Engineer, prior to the commencement of work.
6. Perform work between 7:00 AM to 5:00 PM, Monday through Friday, except on Holidays observed by VDOT unless prior arrangements are made with proper notice and written approval issued by VDOT.
7. Ensure a span lock or navigation light is not out of service unless written permission has been granted by VDOT.
8. Ensure all field replacements of the electrical feed to a span lock and navigation lights are done during the daylight hours and completed the same day the work is started.
9. Ensure all electrical work is performed by a Class A Electrical Contractor with a license of Heavy / Highway / Industrial Classification using Journeyman or Master Electricians certified by VA DPOR whose majority experience is with three phase electrical systems and industrial control systems.
10. Ensure that all traffic control necessary for final termination of the new wiring for a Span Lock and associated electric motor is scheduled for Sundays only between sunrise and sunset.
11. Provide all traffic control, which shall be in compliance with the Virginia Manual of Uniform Traffic Control Devices, dated 2011 and all subsequent revisions, the Virginia Work Area Protection Manual, VDOT's current Road and Bridge Specifications and the Hampton Roads Allowable Lane Closure Hours. The Contractor shall be responsible for making all entries for traffic control events into LCAMS and VA Traffic a minimum of one week in advance of the date of the lane closure. LCAMS (Lane Closure Advisory Management System) Training - The contractor is required to have a minimum of two (2) employees who have been trained to input lane closures into the computer system for scheduled work under this contract during the entire term of the contract. Software Training is held at the Traffic Operations Center 970 Reon Drive, Virginia Beach, VA 23464. Please contact Sam Holzemer at 757-424-9915 or email sam.holzemer@vdot.virginia.gov to schedule training. The contractor shall be required to take the VA Traffic Training in addition to the LCAM's. The training can be taken online at the contractor's location. Forms to gain access to the link for this training will be provided upon issuance of the Notice of Intent to Award.

12. Provide written notice to VDOT of dates when the Berkley Bridge will be out of service for water traffic during replacement of the electrical feed to any span lock and associated electric motor. Requested channel closure dates shall be provided to VDOT in writing and shall allow a minimum of 45 days for VDOT to obtain approval of the U. S. Coast Guard for the required channel closure. VDOT will notify the Contractor in writing of those dates approved by the U.S. Coast Guard.
13. Provide VDOT with advance notice of the testing of any Span Lock Drive and associated electric motors as time and conditions permit as VDOT reserves the right to witness the tests.
14. Repair all existing galvanized coatings damaged by the Contractor's operations by applying two coats of cold galvanizing paint meeting the requirements of Military Specification No. MIL - P - 21035. Each coat shall be a minimum of 3 mils dry film thickness (Total Dry Film Thickness shall be 6.0 mils minimum).
15. Repair any damage to existing paint coatings resulting from the Contractor's operations with paint of a like kind and color.
16. Understand that except as agreed upon, in writing, between VDOT, the Contractor and the U.S. Coast Guard, with proper notice to all parties, the Contractor's operations on the Berkley Bridges will be interrupted by openings of the Berkley Bridges for routine water traffic transiting the Eastern Branch of the Elizabeth River. A total of 650 + openings of the Berkley Bridges occurred for water traffic in 2019. Except as noted below (See Note No. 1 and Note No. 2), the Berkley Bridges are closed to water traffic between the hours of 5:00 AM and 9:00 AM and the hours of 3:00 PM and 7:00 PM on weekdays. Between the hours of 9:00 AM and 3:00 PM, the Berkley Bridges will open at 9:00 AM, 11:00 AM, 1:00 PM and 2:30 PM on weekdays if a ship requiring a bridge opening requests passage. On all other days and at all other times, including Federal Holidays, the Berkley Bridges will open upon demand. Note No. 1: A commercial vessel with a draft of 18 feet may request an opening at any time with a minimum of six, (6) hours' notice. Note No. 2: Ships and barges transiting the Berkley Bridge under a Red Flag (fuel) are allowed passage at any time.
17. Take all appropriate measures to prevent exposure of lead either by VDOT employees or the Contractor's Personnel. Reference the Attachment titled "Lead Based Paint Abatement" on the VBO Posting for additional requirements for abating lead-based paint. The contractor shall perform lead abatement services only on areas that are disturbed by their work under the resulting contract. Lead abatement services will be performed on a Time and Materials basis. The contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials). If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A written Notice to Proceed will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

The Paint System shall be System B, Group I per the Materials Approved List (Refer to Link Below)

http://www.virginiadot.org/business/resources/Materials/ApprovedLists/Materials_Approved_Lists.pdf

D. MATERIALS:

1. CONDUITS:

All conduits shall be supported at six (6) feet maximum intervals and within six (6) inches of any coupler along the run. Additional structural supports may be required and shall be included by the Contractor. Pressure or C clamp attachments for conduit support shall not be permitted unless specifically approved by VDOT in writing. Bolted, double nut, attachments are required due to high vibration environment.

Conductors in any vertical runs shall be supported inside the conduit in accordance with the National Electric Code (NEC).

All conduits shall be Polyvinyl Chloride Rigid Galvanized Steel (PVC-RGS) conduit unless otherwise noted.

All conduits embedded or penetrating walls, floors and ceilings shall penetrate the wall, floor or ceiling through a 316 stainless steel pipe sleeve. Sleeves shall be a minimum of one trade size bigger in diameter than the conduit. The sleeve shall extend a minimum of 1 ½ inches beyond the wall, floor or ceiling on both sides of the penetration.

All conduits shall conform to Federal Specification WW-C-581E and ANSI Specification C80.1 and UL 6 before coating.

The conduit shall be "Hot Dipped" galvanized inside and out with hot dipped galvanized threads. The "Hot Dipped" galvanized threads shall be coated with urethane. The zinc coating shall be intact & undisturbed.

Conduits shall be investigated by Underwriters Laboratories for both the zinc as the primary coating and the PVC (polyvinyl chloride) as the primary coating ensuring double protection. Conduit shall be UL labeled with only one exception requiring the use of threaded fittings. Nodisclaimer.

All coated conduit shall conform to NEMA Standard No. RN-1.

The conduit shall be bendable without damage to either interior or exterior coating.

A .002" (2 mils) nominal thickness coating of urethane shall be applied to the interior of the conduit and to the exterior, the interior, and the threads of all fittings.

A .040" (40 mils) minimum thickness coating of PVC shall be applied to the exterior of the conduit and to the exterior of all fittings. The PVC shall be applied using the plastisol method.

The PVC coating on all Form 8 covers shall form a gasket-like flange of at least 5/16" wide and .040" thick covering the bottom of the cover and mating with the flange of the fitting.

Stainless steel encapsulated screws shall be supplied with all Form 7 and Form 8 fittings.

All hubs on fittings and couplings shall have a PVC sleeve extending one pipe diameter or 2 inches, whichever is less. The I.D. of the sleeve to be equal to the outside diameter of the uncoated pipe. The bond between the coatings and the metal shall be greater than the tensile strength of the coatings.

Independent certified test results shall be made available to confirm coating adhesion under the following conditions:

Conduit immersed in boiling water with a minimum mean time to adhesion failure of 200 hours. (ASTM D870).

Conduit exposure to 150°F and 95% relative humidity with a minimum mean time to failure of 30 days. (ASTM D1151)

The interior coating bond shall be confirmed using the Standard Method of Adhesion by Tape Test (ASTM D3359).

No trace of the internal coating shall be visible on a white cloth following six wipes over the coating, which has been wetted with acetone (ASTM D1308).

The exterior coating bond shall be confirmed using Section 3.8, NEMA RN1 methods. After these tests the physical properties of the exterior coating shall exceed the minimum specified in Table 3.1, NEMA RN1.

Acceptable conduit PVC bonds shall pass the bond test with a minimum average of 200 hours in an accelerated boil test. (ASTM D870).

Acceptable conduit and fitting PVC bonds shall be confirmed with a minimum average of 30 days in a heat and humidity test (ASTM D1151 and D2247) with the temperature at 150°F and 95% relative humidity.

Acceptable seal performance shall be confirmed at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours.

Conduit Fittings for use with PVC-RGS

All fittings shall conform to the following standards: NEMA TC 2, UL 467, UL 514B, UL 651, UL 886.

All fittings shall be/ have:

- a. A PVC coating compound, which includes inert modifiers to improve weatherability and heat distribution.
- b. Rated for direct sunlight exposure.
- c. Fire retardant and low smoke emission.

- d. Suitable for use with 90 Deg. C wire and shall be marked "maximum 90 Deg. C".
- e. Listed for use in Class I, Groups C and D locations.
- f. Of the same PVC-RGS manufacturer.

Couplings, adapters and conduit bodies shall be the same material, thickness, and construction as the conduits with which they are used, homogeneous plastic free from visible cracks, holes or foreign inclusions, and bore smooth and free of blisters, nicks or other imperfections which could damage the conductor. The solvent cement for welding fittings shall be supplied by the same manufacturer as the conduit and fittings.

Flexible Conduit shall be as described below.

2. CONDUCTORS:

All conductors installed in PVC-RGS or Flexible Conduit shall be Type RHW-2 insulation, No. 10 AWG, annealed, stranded copper conductors. Provide ten, (10) spare conductors in the new east and west south span lock two (2) inch conduits and four (4) spare conductors in the new east and west north and south navigation lighting one (1) inch conduits

3. JUNCTION BOXES:

All junction boxes shall be continuous hinge, clamp cover boxes fabricated of 316 stainless steel with a minimum 16 gauge, UL 50 listed and rated NEMA 4X. Junction boxes shall be of sufficient size to provide ample room for terminal blocks and interior wiring and conduit hub installations. The junction box shall have the manufacturer's interior panel accessory. Provide machine tapped mounting holes on the interior panel for the terminal blocks.

4 FLEXIBLE CONDUIT:

All flexible conduit shall be brass or bronze braided, flexible conduit with union. Maximum length of any flexible conduit shall be 18.0 inches.

5. IDENTIFICATION NAMEPLATES:

Unless otherwise specified, all identification nameplates shall be made of laminated plastic in accordance with Federal Specification No. L-P-387 with black outer layers and a white core. Edges shall be chamfered, lettering shall be 1/2 inches high unless otherwise specified. For equipment and electrical enclosures, installed indoors or outdoors, attach the nameplate to the equipment or electrical enclosures with an epoxy adhesive.

6. HEAT SHRINKABLE TUBING:

Heat shrinkable tubing shall be of the flexible type. Tubing shall be rated for 600 Volts continuous. Dielectric strength shall be 900 Volts per mil. Water absorption shall be less than 2 percent. Heat shrinkable tubing shall be self - extinguishing. Heat shrinkable tubing shall conform to Military Specification No. MIL - I - 23053/5, Class 3. 3M Corporation Type FP- 301VW is one product that meets these requirements. Tubing to be sized per the manufacturer's recommendations and installed with tools approved by the manufacturer.



7. WIRE NUMBER IDENTIFICATION:

Permanent wire markers shall be used for wire marking at all splices, terminals and lugs in all cabinets, wire ways and junction boxes. Wire identification shall be professionally and permanently typewritten or heat sensitive markings, in black, on a white field. Markers shall be at least 4.0 mills thick vinyl with a high tack acrylic adhesive. Markers shall be self-laminating and shall incorporate a laminating feature to protect the legend (wire marker identification) with a clear overlay of vinyl. Other wire marker types meeting the general specifications above, applied by professional marking equipment, may be considered by the Engineer, when submitted. Sleeve type markers which are sized to fit the wire snugly shall be required to be provided with adhesive or be of the heat shrinkable type. However, clear vinyl must be used to protect the legend in all cases. Embossing or painting wire insulation for wire identification shall not be permitted. The Engineer reserves the right to deny the use of any type wire marker he deems to be inferior to the type specified for use.

Wire identification markings shall go with the same system that is in place on the Berkley Bridge based upon the drawings provided to the Contractor. Wire numbers shall be permanently attached to the wire within 1 inch of termination. All wiring connections at any terminal strips or lugs will have the numbers facing out for easy troubleshooting. VDOT will provide wire numbers for any new wiring to be installed.

8. CONDUCTOR CONNECTIONS:

Non - bolted compression connectors used with conductors, both existing and new wiring, equal to or smaller than No. 8 American Wire Gauge shall be approved for the application by the manufacturer of the compression connector. Non - bolted compression connectors shall be a "C" shaped connection, which is hydraulically crimped with dies that leave the impression of the wire numbers for which the die is approved in the connector when properly crimped. All non - bolted compression connectors shall be of the non- reversible type. A copper rich deoxidizer, recommended by the connector manufacturer, shall be used to fill the connector before compression. All non - bolted compression connectors provided and installed under this project shall be the product of one manufacturer. Provide non - bolted compression connectors as manufactured by Burndy, Thomas & Betts, Greenlee or equal approved by the Engineer.

9. CONDUCTOR CONNECTIONS TO SCREW TERMINALS:

Lugs to be used with terminal blocks and conductors, No. 8 and smaller, shall conform to the following: A seamless, heavy-duty, insulated compression ring tongue terminal manufactured from pure electrolytic copper tubing. Lugs shall have a double thick tongue. Lugs shall be suitable for commercial (Code) type conductors. The seamless barrel design provides a strong connector for high reliability. Lugs provided shall meet the requirements of MIL-T-7928. Lugs shall be no wider than 0.45 inches. Lugs shall be for use with No. 10 machine screws. Lugs provided shall be UL Listed for 600 volts.



10. ANTI- SEIZE THREADLUBRICANT:

All threaded connections shall be coated with a colloidal, copper based, anti - seize thread lubricant per Military Specification No. MIL - A - 907 D prior to final makeup of the threaded connection.

11. PULL BOXES:

All pull boxes shall be continuous hinge, clamp cover boxes fabricated of 316 stainless steel with a minimum 16 gauge, UL 50 listed and rated NEMA 4X. Pull boxes shall have continuous conductors between conduits where no conductor shall be spliced in any manner.

12. MOUNTING BOLTS AND NUTS:

Mounting bolts, nuts, washers, and other detail parts used for fastening boxes, disconnect switches, small limit switches, conduit clamps, cable supports, brackets, and other electrical equipment shall be of stainless steel conforming to the requirements of ASTM Designation A276, Type 316 Stainless Steel. Bolt heads and nuts shall be hexagonal and shall be provided with medium-series lock washers. Stainless steel anchor bolts will have a minimum embedment of 3 1/2 inches.

13. CONDUIT AND ELECTRICAL BOX SUPPORTS AND U-BOLTS:

The conduit supports, in general, shall consist of PVC coated or 316 stainless steel U-bolts, properly sized for PVC coated conduit, attached to structural steel supports (clip angles, bent plates or preformed metal framing channels) bolted to the structural members. Preformed metal framing channels, such as Kindorf, Unistrut, Superstrut, etc shall be UL listed, vinyl coated and rated for outdoor use with PVC-RGS conduit. All U-bolts for non-coated conduits shall be stainless steel, provided with medium series lock washers and hexagonal nuts, double-nutted. The bolts, nuts and washers shall be of stainless steel conforming to the requirements of the Standard Specification for Stainless and Heat-Resisting Steel Bars and Shapes, ASTM Designation A276, Type 316.

14. EXPANSION FITTINGS:

At any point where a conduit crosses an expansion joint longitudinally or where movement between adjacent sections of conduit can be expected, conduit expansion fittings shall be installed. The fittings shall be provided with flexible bonding jumpers to maintain the electrical continuity across the joints. The expansion fittings shall be of the same manufacturer as the conduit manufacturer. In addition, all fittings shall be PVC coated as specified for outdoor and weather exposed locations.



15. EXPANSION AND DEFLECTION FITTINGS:

At any point where a conduit crosses a joint laterally or where an offsetting type movement between adjacent sections of conduit can be expected, expansion, and deflection fittings shall be installed. The fittings shall permit a movement of 3/4" from the normal in any direction, except for locations where the bridge structure can move longitudinally. Where the structure can move longitudinally, such as at rocker bearings, expansion joints shall also be installed. The fittings shall permit a movement beyond 19mm from the normal in any direction. The fittings shall be of the same manufacturer as the conduit manufacturer. In addition all fittings shall also be PVC coated as specified for outdoor and weather exposed locations.

16. INSULATED GROUNDING BUSHINGS:

The insulated portion shall be of molded phenolic compound and each fitting shall have a screw type combination lug for bonding. Insulated bushings shall be the O.Z. Gedney Type RBLG, Spring City Type GB, Raco 1200 Series or equal as approved by the Engineer. All bushings in new conduit and junction boxes shall be bonded together with No. 10 AWG copper wire.

17. BOLTING:

Except as otherwise noted, all permanent structural bolting, studs and nuts shall meet the following requirements, unless otherwise noted on the plans or in these Specifications:

<u>Description</u>	<u>Material</u>	<u>ASTM</u>	<u>Type or Grade</u>	<u>Specification</u>
Bolts and Studs	Alloy Steel	A325	Type 1	Heavy Hexagon per ANSI B 18.2.1
Nuts	Alloy Steel	A563	DH	Heavy Hexagon per ANSI B 18.2.2
Washers	Alloy Steel	F 436		Hardened

Qualifications:

1. All bolts and studs shall have a minimum of two, (2) complete threads showing through the nut at final make - up.
2. All bolted connections to include a hardened flat washer beneath both the head and nut.
3. All bolts or studs for multiple bolt connection shall have all bolts showing the same number of complete threads through the nut at final make - up.



4. Thread Lubricant - Threads of bolts, studs and nuts shall be coated with a colloidal, copper- based, anti- seize thread lubricant per Military Specification No. MIL-A-907D immediately prior to final make - up of threaded fasteners.
5. All bolting shall be torqued to achieve a minimum of 70% of the minimum yield strength of the bolt material. Means of checking the torque, including calibration of any instruments, shall be approved by the Engineer.
6. Structural fit high strength bolts shall have a maximum clearance of 1/16 inch between the bolt shank and hole.

18. TERMINAL BLOCKS:

Terminal blocks for conductors of Size No.8 AWG and smaller shall be one-piece blocks of phenolic material recognized under the UL Component Recognition Program. Barriers shall be not less than 1/2 inch high and 0.125 Inch thick and shall be spaced 0.625 inch center-to- center. Straps and screws shall be of brass; nickel plated for use in highly corrosive atmospheres, and shall be rated for 60 amperes minimum. The blocks shall provide a withstand voltage rating of 750 volts per IEEE switchgear standards. The terminal blocks shall provide nickel plated brass screws suitable for use with ring tongue wire connectors. Corrosion resistant marking strips shall be provided for conductor identification. Each terminal of all terminal blocks shall be permanently marked to show the same number or designation as appears on the wire connected thereto. At least ten percent spare terminals shall be provided.

E. SEQUENCE OF OPERATIONS:

The following is a suggested Sequence for Replacing the Conduit and Wiring for the Span Locks and Navigation Lights on the Movable Spans of the Berkley Bridge. Contractor shall adapt and/ or modify as required to meet conditions imposed by the Berkley Bridge and / or specific Site conditions. The procedures noted below may not be all inclusive and field adjustments may be necessary to accommodate the work.

1. The Contractor shall submit a proposed conduit system schematic and wire schedule with conduit, junction box and pull box mounting details and all material cut sheets for the Engineer to review and approval prior to ordering material.
2. The Contractor shall submit a proposed work plan to include means and methods to perform the conduit and conductor installation to the Department for approval prior to starting installation work. The contractor is responsible to provide a forty-five day notice for proposed marine outages (See Limitations of Operations No. 16). The Contractor shall also provide LCAMs (VDOT Traffic Control) coordination for switchover, testing and final acceptance.
3. Load material and tools on the barge.
4. Starting at the machinery platform Droop Cable junction box at the heel of the South Movable Span, run a new two (2) inch conduit to the East Span Lock.



5. After installing the new conduit, pull boxes and span lock junction box; pull new wires with labels from the machinery platform Droop Cable junction box out to the new East Span Lock junction box. Perform and record insulation resistance and continuity tests on new wiring to confirm proper installation.
6. Coordinate with VDOT and USCG, and terminate the new span lock wiring at both ends on a Sunday morning. Perform a test opening to verify new lock and navigation lights.
7. The following week during normal working hours, remove the existing conduit and wire to the south leaf, east span lock.
8. Starting at the machinery platform Droop Cable junction box at the heel of the South Movable Span, run a new one (1) inch conduit to the East Navigation Light Assembly.
9. After installing the new conduit, pull boxes and navigation light junction box, pull new wires with labels from the machinery platform Droop Cable junction box out to the new east navigation light junction box. Perform and record insulation resistance and continuity tests on new wiring to confirm proper installation.
10. Coordinate with VDOT and USCG, and terminate the new navigation light assembly wiring at both ends on a Sunday morning. Perform a test opening to verify new navigation light assembly operation.
11. The following week during normal working hours, remove the existing conduit and wire to the south leaf, east navigation light assembly.
12. Starting at the machinery platform Droop Cable junction box at the heel of the South movable span, run a new two inch (2) inch conduit to the West Span Lock.
13. After installing the new conduit, pull boxes and span lock junction boxes, pull new wires with labels from the machinery platform Droop Cable junction box out to the new West Span Lock junction box. Perform and record insulation resistance and continuity tests on new wiring to confirm proper installation.
14. Coordinate with VDOT and USCG, and terminate the new west span lock wiring at both ends on a Sunday morning. Perform a test opening to verify new span lock operation navigation lights.
15. The following week during normal working hours, remove the existing conduit and wire to the south leaf west span lock.
16. Starting at the machinery platform Droop Cable junction box at the heel of the South Movable Span, run a new one (1) inch conduit to the East Navigation Light Assembly.
17. After installing the new conduit, pull boxes and navigation light junction box, pull new wires with labels from the machinery platform Droop Cable junction box out to the new west navigation light junction box. Perform and record insulation resistance and continuity tests on new wiring to confirm proper installation.



18. Coordinate with VDOT and USCG, and terminate the new west navigation light assembly wiring at both ends on a Sunday morning. Perform a test opening to verify new navigation light assembly operation.
19. The following week during normal working hours, remove the existing conduit and wire to the south leaf, west navigation light assembly.
20. Starting at the machinery platform Droop Cable junction box at the heel of the north movable span, run new one inch (1") conduit to the West navigation lights.
21. After installing the new conduit, pull boxes and navigational light assembly junction box, pull new wires with labels from the machinery platform Droop Cable junction box out to the new West navigation light assembly junction box. Perform and record insulation resistance and continuity tests on new wiring to confirm proper installation.
22. Coordinate with VDOT and USCG, and terminate the new west navigation light assembly wiring at both ends on a Sunday morning. Perform a test opening to verify new navigation light assembly operation.
23. The following week during normal business hours, remove the existing conduit and wire to the West Navigation Light Assembly operation.
24. Starting at the machinery platform Droop Cable junction box at the heel of the north movable span, run new one inch (1") conduit to the East navigation lights.
25. After installing the new conduit, pull boxes and navigational light assembly junction box, pull new wires with labels from the machinery platform Droop Cable junction box out to the new East Span Lock junction box. Perform and record insulation resistance and continuity tests on new wiring to confirm proper installation.
26. Coordinate with VDOT and USCG, and terminate the new navigation light assembly wiring at both ends on a Sunday morning. Perform a test opening to verify new navigation light assembly operation.
27. The following week during normal business hours, remove the existing conduit and wire to the East Navigation Light Assembly.
28. Repair the wiring and/ or conduit to the East Navigation Lights on the South Movable Span of the East Bound Berkley Bridge from the junction box at the toe of the span to the navigation light assembly.

F. PERSONNEL:

1. The Contractor shall be responsible for providing competent, properly trained, experienced and qualified personnel, which have the appropriate types of skill levels required to accomplish the work. VDOT reserves the right to reject any of the Contractor's employees who, in VDOT's judgement, are not adequately qualified to perform the work.



2. The contractor shall be a regular provider of this type work and shall provide information on three (3) jobs that have been completed which include this type work along with a reference contact for each one (Refer to the Fillable Forms for the Attachment titled “References” on the VBO Posting)
3. The Contractor shall ensure his/her capacity to perform work under this contract, even though there may be other contractual responsibilities to VDOT or elsewhere.
4. The Contractor shall assign a primary point of contact/representative who shall be able to communicate fluently in English both verbally and in writing. The primary point of contact/representative shall be available during the specified working hours for immediate contact and have the authority to take immediate action to correct conditions determined by VDOT to be unsafe or otherwise not in accordance with the terms of the contract. This individual may be the person performing the specified work. The Contractor shall provide this individual’s name, as well as additional personnel names, and phone numbers, who can be contacted in case of emergency (Refer to the Fillable Forms for the Attachment titled “Normal and Emergency Contacts” on the VBO Posting).

F. SAFETY REQUIREMENTS:

1. The contractor shall ensure all personnel including subcontractors and equipment comply with all OSHA and VOSH Standards as they apply to the work being performed and not create any hazardous conditions. Failure to comply with a safety requirement constitutes reason to restrict work from being performed under this contract. Refer to SPECIAL TERMS AND CONDITIONS, No. 26 titled “SAFETY AND HEALTH STANDARDS”.
2. The contractor shall take every precaution at all times for the protection of persons which may come on the work site or be affected by the contractor’s operation in connection with the work by ensuring all work/job areas are maintained clean and free from safety hazards.

The contractor shall take every precaution to continuously maintain adequate protection of all their work from damage and shall protect VDOT’s property. The contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection of persons and property.

3. During the execution of the work, the Department Representative or designee will have the authority to suspend the work fully or in part due to failure of the contractor to correct condition unsafe for the workers and/or general public, for failure to carry out orders for such period, and as he/she may deem necessary due to unsuitable weather conditions unsuitable for the execution of work, or for any other conditions or reasons deemed to be in the public’s interest.
4. The contractor shall also provide and ensure that all employees wear the proper safety equipment while on the work site in accordance with the OSHA and VOSH standards. Necessary safety supplies and equipment shall include but is no limited to, safety hats, safety vests, steel toe shoes, gloves, glasses etc. Failure to comply with a safety requirement constitutes reason to restrict work being performed under this contract.



G. SUBMITTALS:

Submittals are due as outlined below. Any submittals not approved will be returned to the Contractor for final correction and resubmission within five (5) Business Days.

The Contractor shall forward the submittals to rhonda.tharrington@vdot.virginia.gov as specified below:

Insurance Coverages	3 business days after issuance of Notice of Intent to Award
Work Zone Traffic Control Certifications	2 business days after request if not submitted with bid
Lock Out Tag Out Procedure	5 business days after issuance of Notice of Intent
Tentative Work Schedule	10 business days after issuance of Notice of Award
Material and Equipment Submittals	15 business days after issuance of Notice of Award
Mill Analysis Reports	15 business days after receipt of materials

In addition to the requirements of Section 226 of the Specifications in regards to submission of Mill Analysis Reports, Contractor shall submit, after receipt of materials, Mill Analysis Reports from the manufacturer(s) of all materials and fasteners used on this project. Mill Analysis Reports shall be cross-referenced to the specific material via Heat Numbers and shall provide complete Chemical and Physical Property Data.

Complete Physical and Chemical Property Data for gaskets, "O" rings and elastomeric seals shall be submitted for Approval as provided in the respective American Society for Testing and Materials (ASTM) Standards.

H. SECURITY REQUIREMENTS:

Each contractor employee who is assigned to perform work under the resulting contract must undergo a Criminal History Records Check. Upon issuance of a Notice of Intent to Award, VDOT's Office of Safety, Security and Emergency Management will provide instructions and information via email on the fingerprint process. The paperwork is to be completed and the appointment for finger printing scheduled within 5 to 7 business days from receipt of the email from the Office of Safety, Security and Emergency Management.



V. **PRE-BID CONFERENCE:**

The Coronavirus has continued to grow in seriousness and is impacting organizations across the Commonwealth and throughout the world. The CDC has declared the COVID-19 an international pandemic and have highlighted the potential impact of the disease. Even though the risk of infection is relatively low, it is important to recognize the risk and prepare. While we appreciate the outpouring of interest in this event, the health and well-being of our clients, partners, and employees is our primary concern. In light of this, VDOT is following the Governor's Declaration of Emergency and providing teleconference options in lieu of an in-person meeting

MANDATORY PREBID TELECONFERENCE:

A mandatory prebid teleconference will be hosted by the Contract Officer at 10:00 AM on November 5, 2020.

If you plan to participate in the Mandatory pre-bid teleconference you must provide the following information via email to rhonda.tharrington@vdot.virginia.gov no later than noon on November 4, 2020.

- Solicitation Number and Title
- Company Name and Address
- Representative Name, Phone Number, Email Address.

The conference will begin promptly at the time indicated above. The Contract Officer will begin with a greeting and then proceed with the roll call. Attendees must acknowledge their presence during roll call by either unmuting their microphone on the computer or pressing *6 on their mobile device to unmute and stating their name and the company they represent. Upon taking the roll call, one last call will be made for any other possible attendees. Attendees must make their presence known at that time otherwise they will not be recorded as having attended the meeting.

This conference can be accessed with the below dial-in information:

Dial 1-617-675-4444
Enter Meeting PIN ID: 443 590 828 1856#

Or, this conference can be accessed by downloading the free **Google Meet App** on your smart device.

- **From the Google App, click on "Join a Meeting"**
- **Enter meeting code: ztk-aeki-yuq**
- **Then select "Join Now"**

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, participation at this teleconference will be a prerequisite for submitting a bid. Bids will only be accepted from those bidders who are represented during the teleconference.

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.

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



SITE VISIT: A Mandatory Site Visit will be held on November 10, 2020 at 10:30 AM. Attending the site visit will be a prerequisite for submitting a bid.

The map of the meeting/parking location for the site visit is available from the VBO Posting for this solicitation. Bidders will be required to bring and wear required PPE to include life vest. Face masks must be worn, no exceptions. Attendees will also be required to sign a roster for the site visit as well as complete a non-disclosure agreement form prior to seeing the project site and taking photos.

Bidders must provide the names of the individuals who will be attending the site visit by noon on November 9, 2020.

The distance from the parking area to the boat is approximately 200 feet. The boat capacity is 5 passengers so more than one trip may be required. There is a ladder on the Fender System facing the channel that is less than 10' high. There are no confined spaces to encounter.

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 or EDI depending on how the Contractor is registered with the Department of Accounts.

VII. INVOICING:

Invoices may be submitted monthly to the address and section listed below. Invoices shall include the company name, address, contact number, invoice number, invoice date, remit to address, the VDOT contract and/or Purchase Order number, description and dates of work reflecting the percentage of completed work based on total cost of contract pricing. 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 Contractor Foreman on an agreeable format.

Virginia Department of Transportation
Hampton Roads District
Structure and Bridge
7511 Burbage Drive
Suffolk, VA 23435

Invoices may be emailed in PDF format to robert.jacobus@vdot.virginia.gov and brooke.robinson@vdot.virginia.gov



VIII. **BIDDER'S INSTRUCTIONS and PUBLIC BID OPENING**

1. **BID SUBMISSION – INSTRUCTIONS:**

Due to the public health emergency, paper or hand-delivered bids will not be accepted in response to this solicitation. All bids must be submitted electronically online via [eVA](#). To submit an online bid, please refer to the online bidding instructions at:

<https://dgs.virginia.gov/globalassets/business-units/dps/documents/vbo/online-bidding-instructions-ifb.pdf>

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.

2. **PUBLIC BID OPENING:**

Due to the public health emergency, a public bid opening will not be conducted for this solicitation. However, a public bid opening via teleconference will be hosted by a VDOT representative at **9:00 AM EST on November 23, 2020.** The conference can be accessed with the below dial-in information:

- Call 1-617-675-4444
- Meeting PIN ID: 254 306 993 5281#

Additionally, conference can be accessed by downloading the free **Google Meet App** on your smart phone.

- **From the Google Meet App, click on “Join a Meeting”**
- **Enter meeting code: snn-ocsr-hsc**
- **Then select “Join Now”**

The bid opening will begin promptly at the time indicated. The VDOT Representative will request attendees to provide their names, company and contact information prior to the start of the conference.

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.

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

It is the Bidder's responsibility to insure that his/her bid is received prior to or at the specific time and place designated in the solicitation. Bids received after the date and time specified for receipt shall not be considered. Bids not received at the time and place designated (see electronic posting), even if they are received at other VDOT offices/locations, will be considered late.

Bids will be opened at the time and place stated on the reminders page of the electronic posting 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 who may be present either in person or by representative. The VDOT personnel whose duty it is to open the bids will decide when the specified time has arrived.

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



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

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 www.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/proposals), (bidders/offerors) 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*, § 2.2-4343.1E).

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

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting 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, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. INSURANCE: By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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.)

R. 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 on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.



S. **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.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, 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 or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution 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 www.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.

V. **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.



- W. **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.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.
- Y. **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.
- Z. **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.



X. SPECIAL TERMS AND CONDITIONS:

1. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
2. **AS BUILT DRAWINGS:** The contractor shall provide the Commonwealth a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
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:** The Commonwealth will make the award(s) on total sum basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
5. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (45) days. At the end of the (45) 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. **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.
7. **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.
8. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractors is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked.

Contractor Name: _____

License # _____ Type _____



Subcontractor Name: _____

License # _____ Type _____

9. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$750,000 or more, the bidder is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a “CLASS A CONTRACTOR.” If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a “CLASS B CONTRACTOR.” If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a “CLASS C CONTRACTOR.” The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

10. **CREW LANGUAGE & DRESS REQUIREMENTS:** The 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 contact the foreman/supervisor within 10 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 VOSHA/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.

11. **DELIVERY AND STORAGE:** It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
12. **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.



13. **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.
14. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in (1) purchase order with the eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
15. **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.
16. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
17. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
18. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the VDOT work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
19. **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, [Party] 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.
20. **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.



21. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
22. **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, and a
 - 2) redacted copy of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.
23. **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.
24. **RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:** Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Virginia Department of Transportation Assurance and Compliance Office for the purpose of an audit, special investigation, or any study requested by the Assurance and Compliance Office in accordance with law may, subject to a determination by the Assurance and Compliance Office as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Assurance and Compliance Office to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Assurance and Compliance Office, make a written request to the Assurance and Compliance Office of the Virginia Department of Transportation invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

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

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation. In no event shall the Virginia



Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Assurance and Compliance Office, whether or not the Assurance and Compliance Office 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.

25. **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.
26. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the *Code of Virginia* and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. 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 Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.
27. **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.
28. **SECURITY REQUIREMENTS:**
 - A. All Vendors, Contractors or other Persons accessing VDOT's Critical Infrastructure Information (CII)/Sensitive Security Information (SSI) material in any form shall be required to comply with VDOT's *CII/SSI Policy Guide for Employees, Vendors, Contractors or other Persons Accessing VDOT's CII/SSI*. This guide can be located at; <http://www.virginiadot.org/business/const/CII-CriticalStructureInformation.asp>
 - B. A Criminal History Record Check (CHRC), through VDOT Personnel Security Section (PSS), shall be required of all personnel of the Contractor and all subcontractors of the contractor for work conducted at all VDOT locations, where VDOT is directly responsible for the day-to-day management of staff, or the individual has unrestricted access to Critical Infrastructure (CI), Critical Infrastructure Information (CII), Sensitive Security Information (SSI), or Personally Identifiable Information (PII).



- C. All direct costs for the CHRC will be the responsibility of the Contractor.
- D. All individuals undergoing the CHRC shall be required to complete and sign any VDOT required forms necessary to release personal information and agree to non-disclosure of VDOT critical, sensitive or personal information.
- E. CHRC records search timelines vary depending on records found on file (if any). In the event non-favorable criminal history records exist, VDOT reserves the right to approve or deny issuance of any Suitability Clearance to perform work on VDOT contracts and projects. Upon denial, appeal may be made to the VDOT Personnel Security Section for review by the Suitability Committee and/or VDOT Chief Deputy Commissioner.
- F. Upon CHRC review and approval of suitability clearance, Contractor and subcontractor (if any) personnel shall be required to obtain a VDOT issued access identification badge prior to working on VDOT's premises or facilities.
- G. Contractor and subcontractor personnel shall wear VDOT-issued access identification badge at or above waist level on the outermost garment at all times while on VDOT's premises or facilities.
- H. For safety concerns regarding the badge display requirement, the VDOT Contract Administrator, Project Manager or designee may waive the above requirement. The Contractor and subcontractor personnel shall possess the VDOT access identification badge at all times to be available for display.
- I. The Contractor shall return all VDOT access identification badges on the day any personnel is no longer assigned to VDOT's premises or facilities and upon contract expiration. The Contractor shall notify Contract Administrator within eight business hours upon discovery of any lost, stolen or damaged access identification badge. Failure to return access identification badges or notify the Contract Administrator that access identification badge has been lost, stolen or damaged may be cause for debarment. See Commonwealth of Virginia, Vendor's Manual Section 7.20.
- J. The Contractor shall be responsible for requiring its personnel and subcontractors to notify Contractor whenever personnel are charged with any criminal violation and to notify Contractor of the outcome of any trial or other proceeding relating to final disposition of any criminal charge or violation. Contractor shall be responsible for notifying the PSS as well as the VDOT Contract Administrator or Project Manager whenever its personnel or subcontractor personnel is/are charged with any criminal violation and for notifying the PSS as well as the VDOT Contract Administrator or Project Manager of the outcome of any trial or other proceeding relating to final disposition of any criminal charge or violation. Contractor shall notify the PSS, and VDOT Contract Administrator or Project Manager no later than the next regular business day upon learning or receiving notification that personnel of Contractor or subcontractors has/have been charged with a criminal violation and upon learning or receiving notification regarding the outcome of any trial or other proceeding relating to final disposition of any criminal charge or violation.
- K. In the event of loss, suspected loss or compromise of any VDOT CII/SSI material, the Contractor having or having had possession of the said CII/SSI material will immediately upon having knowledge of the loss, suspected loss or compromise of any VDOT CII/SSI material, notify the VDOT Contract Administrator or Project Manager. If the loss is a result of a theft or suspected theft, of either the actual CII/SSI material or any device containing or storing CII/SSI material, the Contractor will immediately file a report with a law enforcement agency having jurisdiction and forward a copy of the report to the VDOT Contract Administrator or Project Manager.

29. 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.

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, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, businesses with DSBSD service disabled veteran-owned status, or Employment Services Organization) and type of product/service provided, at the frequency required.

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, information on use of subcontractors that are not DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

30. 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.

31. 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. (Refer to the form titled Subcontractor Approval Request found in the Fillable Forms Attachment on the VBO Posting).

32. UNBALANCED BIDS: If the unit prices in the bid are obviously unbalanced, either above or below the estimated cost as determined by VDOT, the bid may be rejected as non-responsive at VDOT's discretion.



33. **VEHICLE REQUIREMENTS:** All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company will be displayed on both sides of all work vehicles while on State right of way. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.
34. **WARRANTY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of two (2) years following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.
35. **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.
36. **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 (*bridge maintenance repair services*) 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 <http://www.virginiadot.org/business/trafficeng-WZS.asp> under the bolded title of Work Zone Traffic Control Training Requirements. 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