



Issue Date: June 8, 2026

## INVITATION FOR BIDS

IFB# 161015

Title: Interstate Traffic Control & Incident Response Service

Commodity Code(s): 96877, 96884, 96864

Location Where Work Will Be Performed: Smyth, Wythe, and Bland Counties

Issuing Agency: Commonwealth of Virginia  
Virginia Department of Transportation (VDOT)  
Contract Officer: Chelsa Taylor  
Email: Chelsa.taylor@vdot.virginia.gov  
Phone: (276) 696-3337

## NOTE TO BIDDERS

**Prebid Conference:** A pre-bid conference will not be held for this solicitation. Refer to Section V for details.

**Solicitation Closing Date and Time:** 2:00 PM EDT on June ~~18~~ 22, 2026. Refer to Solicitation Section VIII.1 for Instructions to Bidders.

**Virtual Public Bid Opening Date and Time:** 10:00 AM EDT on June ~~22~~ 23, 2026. Refer to Solicitation Section VIII.2 for instructions on how to participate.

## REMINDERS

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

**Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, veteran status, status as a military family, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

**Administrative Services/Procurement  
Bristol District/Interstate Maintenance Office  
Interstate Traffic Control & Incident Response Service  
IFB # 161015  
Addendum 1**



**Administrative Services Division  
Bristol District/Interstate Maintenance Office  
Invitation For Bids IFB # 161015  
Interstate Traffic Control & Incident Response Service**

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**ATTACHMENTS**

- A. VA State Corporation Commission – Fillable Form
- B. Small Business Subcontracting Plan (SBSP) – Fillable Form
- C. Vendor Qualification / Equipment Inventory Certification – Fillable Form
- D. Subcontractor Approval Request – Fillable Form
- E. Normal and Emergency Contacts – Fillable Form
- F. References – Fillable Form
- G. Prevailing Wage Rate Determination(s)

**REFERENCED TRAININGS**

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



## I. PURPOSE:

The Virginia Department of Transportation (herein referred to as “VDOT”) is soliciting bids from qualified firms to (provide on-call, as-needed temporary traffic control services for various operations as needed by the Bristol Interstate Maintenance Office as well as the Environmental, Bridge, and various sections of VDOT Bristol District, to support VDOT Operations and/or highway related emergencies, in accordance with the specifications contained herein.

This solicitation will be awarded in three (3) lots. Bidders may bid on one or more lots. If a Bidder is successful in being awarded multiple lots, the Bidder must be capable of providing necessary services and equipment as specified for each lot.

**PERIOD OF CONTRACT:** The initial contract term from the effective date, to be determined at time of award, through June 30, 2027 (renewable).

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

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

## II. QUESTIONS REGARDING THIS INVITATION FOR BIDS:

Any questions regarding this invitation for bid shall be addressed to Chelsa Taylor at [chelsa.taylor@vdot.virginia.gov](mailto:chelsa.taylor@vdot.virginia.gov). The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised. Provide questions no later than 5:00 PM EDT on June 15, 2026.

## III. GENERAL DEFINITIONS:

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

## IV. SPECIFICATIONS:

- A. **BACKGROUND:** VDOT is required to provide positive traffic control during all work activities and incidents on the transportation system. VDOT does not have the staffing capacity to provide traffic control with state forces and requires some augmentation/outsourcing. The contract structure is based on typical traffic control layouts from the most recent version of the Virginia Work Area Protection Manual (VWAPM) as well as Queue Management and Quick Reaction services. This contract will allow us to safely perform work and to keep the roadways open to the traveling public.
- B. **SCOPE OF WORK:** The Contractor shall provide all labor, supervision, equipment (arrow boards, crash cushions, changeable message signs, vehicles, etc.), tools, radios, cell phones, signs, sign stands, parts, and materials as necessary to perform temporary traffic control (TTC), queue management and quick reaction services. Services include, but are not limited to, lane closures or shoulder closures, used in conjunction with work performed by various VDOT crews and/or other VDOT contractors; or lane closures in response to emergencies/highway incidents 24 hours per day, seven (7) days per week including nights, weekends and holidays. The Contractor shall coordinate the provided traffic control services on an as needed basis with the VDOT Contract Administrator or designee. Work shall be performed on various Interstate Routes, detour routes, Big Walker Mountain Tunnel, East



River Tunnel, and truck weigh stations within Smyth, Wythe, and Bland Counties as ordered by the VDOT Contract Administrator or designee.

1. **WORK LOCATIONS:**

- Lot 1 - Zone C: I-81 from mile marker 54 to mile marker 73
  - Lot 2 - Zone D: I-81 from mile marker 73 to mile marker 87.3 (Pulaski County Line); and I-77 from mile marker 33 to mile marker 24.2 (Carroll County Line)
  - Lot 3 - Zone E: I-77 from mile marker 41 to mile marker 67 (West Virginia State Line)
2. The Contractor shall provide these services and equipment for the designated Zones listed above within the Interstate corridor. At the request of the Contract Administrator or designee, these services shall also be provided for adjoining primary or secondary routes when necessary, at contract pricing.
  3. The Contractor shall work with the Bristol District to perform various traffic control layouts for maintenance, incident response, queue management, bridge inspection, sporting events (e.g. Bristol NASCAR races twice each year), storm work, and other activities that may arise within the operations of the Bristol District.
  4. When the incident response services are needed, the Contractor shall be able to make minor/incidental repairs, if needed, to assets to keep the traveling public moving. This may include, but not be limited to, filling a pothole with cold mix, repairing a fence to prevent farm animals from entering the interstate, or removing fallen trees that are impeding traffic or the Right-of-Way. VDOT will provide the Contractor with incidental materials for them to keep with them at all times so repairs can be made quickly to get the traffic moving. Permanent repairs will be completed by other resources.

C. **TYPES OF TRAFFIC CONTROL:**

1. **TEMPORARY TRAFFIC CONTROL (TTCs):**

- a. It is anticipated that no Temporary Traffic Control (TTC) set-up, contained in this IFB, will be set in one location for a period that exceeds three (3) consecutive days. Therefore, no permanent signs will need to be erected.
- b. Pre-planned deployments listed (TTCs) shall be complete and without additional undisclosed cost to VDOT.
- c. A la Carte items will be items requested in addition to the TTC setup. An example of a la carte is additional PCMS in addition to a mobile lane closure, or a queue management vehicle in addition to a TTC set up.

2. **QUEUE MANAGEMENT SERVICES (QMS):** The Contractor shall respond to perform Queue Management services as requested by the VDOT Contract Administrator or designee to a situation or conditions that represent an immediate threat to life or health. (i.e. accidents). The Contractor shall arrive on-site, within 30 minutes of the initial notification of the incident during the hours of 6:00 a.m. to 10:00 p.m., Monday through Friday, and within 60 minutes of the initial notification of the incident during the hours of 10:00 p.m. to 6:00 a.m. the next morning, weekends, and holidays.

VDOT shall determine the mobilization levels for each event. The Mobilization levels are determined at the sole discretion of VDOT and can be changed at any time for any reason. ~~A minimum of two (2) Queue Management Vehicles are required per lot. If bidding on more than one lot, the same Queue Management Vehicle (QMV) cannot be listed in more than one lot.~~

a. QMS RESPONSE LEVELS:

- 1) LEVEL 1: During a Level 1 Response, the Queue Management Operation shall consist of one (1) Queue Management Vehicle (QMV) with operator that shall consist of a 360° amber high-intensity rotating, flashing, oscillating, or strobe light and a vehicle mounted changeable message sign (CMS). The amber warning light on the vehicle shall not interfere with the visibility and recognition of the CMS. The CMS shall consist of a full matrix display and shall be capable of displaying 12 inch letters. All controls of the CMS shall be inside of the QMV. The CMS two-phase message on the Active Vehicle shall be displaying “ROAD WORK AHEAD” and “SLOW OR STOPPED TRAFFIC” to approaching traffic. The tailgate of the QMV shall be fully delineated with retroreflective yellow-green and red six (6) inch stripes installed in an inverted V formation extending outward from the center of the rear panel. The QMV shall be marked on both sides with their company’s name. Each QMV shall be equipped with a hands-free cell phone and two-way radio communications for areas with limited cell phone coverage. The QMV shall never face oncoming traffic. Queue Management ends when the queues have dissipated or as directed by the VDOT Coordinator.

During a Level 1 Response, the QMV shall be stationed approximately 2,000 feet upstream of the Advance Warning Area, as defined by the current version of the VWAPM and all revisions. When traffic queues become longer or shorter, the QMV moves with traffic on the shoulder, staying within 2,000 feet of the end of queue. The operator of the QMV shall update the Traffic Operations Center (TOC) and the VDOT Coordinator of the queue status every 30 minutes, or when the queue length increases or decreases by a half mile or greater.

- 2) LEVEL 2: VDOT may request the Contractor provide service for a Level 2 Response, if the Contractor has sufficient equipment and personnel available. During a Level 2 Response, the Queue Management Operation shall consist of a Queue Management Team (QMT) of two (2) vehicles with operators, each equipped with a 360° amber high-intensity rotating, flashing, oscillating, or strobe light and a vehicle mounted changeable message sign (CMS). The amber warning light on the vehicle shall not interfere with the visibility and recognition of the CMS. The CMS shall consist of a full matrix display and shall be capable of displaying 12 inch letters. All controls of the CMS shall be inside of the QMT vehicles. The tailgate of the QMT vehicles shall be fully delineated with retroreflective yellow-green and red six (6) inch stripes installed in an inverted V formation extending outward from the center of the rear panel. Each vehicle shall be marked on both sides with their company’s name. Each QMV shall be equipped with a hands-free cell phone and two-way radio communications for areas with limited cell phone coverage. QMT vehicles shall never face oncoming traffic.
  - a) One vehicle will be considered “active,” and the other “transitory.” These roles shall swap between vehicles to meet the requirements of this specification. The CMS two-phase message on the Active Vehicle shall be displaying “ROAD WORK AHEAD” and “SLOW OR STOPPED TRAFFIC” to approaching traffic. The CMS two-phase message on the Transitory Vehicle shall display “ROAD WORK AHEAD” and “SLOW TRAFFIC AHEAD” to approaching traffic when the vehicle is stationary.
  - b) The Active Vehicle shall be stationed approximately 2,000 feet upstream of the Advance Warning Area, as defined by the current version of the VWAPM and all revisions. The operator of the Active Vehicle shall update the Traffic Operations Center (TOC) and the VDOT Coordinator of the queue status every 30 minutes or when the queue length increases or decreases by a half mile or

greater. The Contractor shall employ a leapfrog methodology to ensure the Active Vehicle provides constant warning to travelers. The Transitory Vehicle shall be stationed approximately a half mile upstream of the Active Vehicle. The QMT vehicles shall switch roles when the end of the queue reaches a point approximately 2,000 feet downstream of the Active Vehicle.

- c) When traffic queues become shorter, the Active Vehicle moves with traffic on the shoulder, staying within 2,000 feet of the end of queue, and the Transitory Vehicle stays within a half mile of the Active Vehicle.
- d) An experienced operator shall be supplied to operate the truck at all times. The Contractor shall have sufficient Queue Management Vehicles to meet timeliness requirements, and be able to respond to multiple incidents at one time.

- 3. **QUICK REACTION SERVICES (QRS):** The Contractor shall respond to perform quick reaction services as requested by the VDOT Contract Administrator or designee to a situation or conditions. Example of incidents where QRS are needed are ice spots as the result of vehicle fire or extended length vehicle liquid spill resulting in hazardous road conditions.
  - a. The contractor shall be able to respond within 30 minutes of notification to the assigned Interstate Zone, 24 hours a day, seven (7) days a week. QRS will be requested on an as-needed basis; no staging during events will be required.
  - b. The contractor shall provide a one-ton truck with experienced operator referred to as a Quick Response Truck (QRT). **If bidding on more than one lot, the same Quick Response Truck (QRT) cannot be listed in more than one lot.**
    - 1) **Services performed November 1<sup>st</sup> through March 31<sup>st</sup>:** Shall consist of one (1) Quick Response Truck (QRT) equipped with a chemical spreader (2 CY capacity) and a snowplow (7'6" minimum in length). QRTs shall be loaded with salt when responding to an incident and stored in a dry location when not in use. Salt will be provided by VDOT and picked up at a location determined by VDOT. Any unused material shall be returned by April 15<sup>th</sup> of each year. VDOT may request the contractor to unload and reload material at various times to avoid clumping of material.
    - 2) **Services performed April 1<sup>st</sup> through October 31<sup>st</sup>:** Shall consist of (1)QRT loaded with sand when responding to an incident, and stored in a dry location when not in use. Sand will be provided by VDOT and picked up at a location determined by VDOT. Any unused material shall be returned by November 15<sup>th</sup> of each year. VDOT may request the contractor to unload and reload material at various times as needed.
- 4. **DEPLOYMENT TIMES:** The deployment times shall be classified by type as follows:
  - a. **INCIDENT RESPONSE:** The Contractor shall respond as requested to a situation or conditions that represent an immediate threat to life or health. For incident response, the Contractor shall respond 24 hours a day, seven (7) days a week, including holidays, to any emergency occurring on the roadway, which may also include adjoining primary and secondary routes. The Contractor shall arrive on-site, with a short duration Incident Management lane closure, (VWPM 6-I, pickup truck with arrow board, cones and any other necessary equipment), within 30 minutes of the initial notification of the incident during the hours of 6:00 a.m. to 10:00 p.m., Monday through Friday, and within 60 minutes of the initial notification of the incident during off peak hours, weekends, and holidays. The Contractor will have an additional 60 minutes after arriving to implement traffic control as directed by the VDOT on-scene Incident Commander. If a VDOT Incident Commander is not identified, the Contractor shall install traffic control devices directed by the VWAPM.



- b. **SCHEDULED WORK:** After receipt of the official work notification for scheduled work assignments, the Contractor shall confirm the acceptance of work assignments within eight (8) hours and begin work within 48 hours of the agreed upon time between the Contract Administrator or designee, and the Contractor. The Contractor may, at the time of notification, request additional time to respond. Approval of additional response time will be decided by VDOT on a case-by-case basis.
- D. **PERFORMANCE BASED SPECIFICATIONS:** All work shall be performed following the direction given by the VDOT Contract Administrator or designee. All work shall be performed to the following standards: the current versions of the Virginia Department of Transportation Road and Bridge Standards; and the Virginia Work Area Protection Manual (VWAPM). The Contractor's equipment shall meet Occupational Safety & Health Administration (OSHA) and Virginia Occupational Safety & Health Program (VOSH) standards. Additionally, the Contractor shall remain in compliance with all OSHA and VOSH personnel, equipment, and safety regulations.
- E. **BID PRICES:** Prices quoted shall represent a combined charge for the equipment, operators/laborers, unless otherwise identified, and all associated expenses including but not limited to: profit, direct and indirect costs, administrative cost, equipment and personnel transportation, cellular phones, handheld radios, signs, stands, and channeling devices and their associated set-up and breakdown. Whenever the unit of measure (UOM) is "DAY", a "Day" will be equal to a 10-hour period. One (1) Day will be paid for any time recorded from 0.5 hour (1/2) to 10 hours. All work at the daily rate will be a minimum of one (1) day, except those instances where work is cancelled and the "Show Up" fee is paid (see paragraph IV.I.8). Any hours worked beyond the 10-hour period for DAY will be prorated at the daily rate for that bid line.
- F. **WORK REQUIREMENTS:**
1. **WORK PROCEDURE:** The Contractor may be asked to mobilize multiple Traffic Control Operations in accordance with the specifications contained herein. If the Contractor cannot supply all of the requested Traffic Control Set-ups, VDOT reserves the right to procure additional Traffic Control Sets-ups from other sources. The Contractor shall provide sufficient inventory and personnel to support at least two (2) simultaneous operations per Lot (example: a mobile lane closure and a stationary lane closure).
  2. **WORK ZONE SAFETY CHECKLIST:** The Contractor shall complete a Work Zone Safety Checklist (TE-97001 and TE 97002, included in the VWAPM) following the setup of each work zone. Each checklist shall be reviewed with a VDOT Representative on-site. The Contractor shall develop, implement, and maintain a filing system (either paper or electronic) to archive all Work Zone Safety Checklists. The Contractor shall maintain logs of traffic control activities and modifications. The records shall be turned over to VDOT at the completion of the contract and VDOT may access these files at any time during the contract.
  3. **COMMENCEMENT OF WORK:** The Contractor shall provide a continuous operation once they commence work. Failure to maintain a continuous operation may result in a Procurement Complaint Form being issued, which may ultimately result in the default of the contract in accordance with General Terms and Condition, Paragraph P.
  4. **CONTRACTOR'S FAILURE TO REPORT:** Failure to report as requested may result in a Procurement Complaint Form being issued, which may ultimately result in the default of the contract in accordance with General Terms and Condition, Paragraph P.
  5. **AUTHORITY TO SUSPEND WORK:** During the execution of the work, the Contract Administrator, or designee, will have the authority to suspend the work fully or in part due to the failure of the Contractor to correct conditions unsafe for the workers and/or general public, for failure to carry out orders for such period, and as may be deemed 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.

- a. The Contractor shall not be paid during any stoppage until the unsafe condition has been removed or corrected to the satisfaction of the Contract Administrator or on-site VDOT representative. The work stoppage will be noted on the Work Zone Safety Checklist and report form.
- b. If the suspension is due to an unsafe condition and the requested work on the Work Release is incomplete, and the operation will resume the following day or next planned work day (possibly Monday if the operation is suspended on Friday), the hourly rate for the requested TTC will start once in place as directed.

6. **PERFORMANCE STANDARDS:** For failing to meet contract performance requirements or any other contract requirement, VDOT, at its discretion, may issue a Procurement Complaint Form, which may result in default of this contract if the unsatisfactory performance is not corrected.

G. **EQUIPMENT REQUIREMENTS:**

1. **EQUIPMENT:** The Contractor shall provide all necessary equipment, tools, accessories, and safety supplies necessary to perform Traffic Control and Incident Response Service. All equipment shall be capable of performing the traffic control services requested. Any equipment deemed not suitable for performing the requested traffic control services shall be removed from the contract or temporary traffic control immediately. The Contractor shall furnish the necessary means for transporting all required equipment, personnel, materials, and traffic control to all identified locations. The cost for transportation shall be incorporated into the line item pricing.
2. **EQUIPMENT VERIFICATION:** Equipment shall be equivalent to what is specified in the Pricing Schedule. VDOT will determine the type of equipment needed at each site. The Bidder shall provide with their bid, the make, model and capacity of each piece of equipment, as noted in the Pricing Schedule, see Attachment C, Vendor Qualification/Equipment Inventory Certification Form. The Contractor shall provide any accessories that are necessary to operate the needed equipment efficiently. This shall include, but is not limited to, all hand tools and safety supplies. The cost of accessories shall be included in the line item bid prices. **VDOT may request additional equipment if the successful Bidder has the available resources.**

A verification will be conducted to evaluate owned equipment prior to posting of the Notice of Intent to Award. (See Attachment C, for documentation requirements for leased/rented, sub-contracted, or future purchase of equipment). The equipment offered by Bidders shall be suitable for the intended purpose and have equivalent specifications and capabilities. VDOT in its sole discretion shall determine whether the equipment offered by Bidders is considered equivalent to that named herein. After contract award, VDOT shall be notified in writing within five (5) business days of any changes in equipment ownership, equipment leases and leased equipment (size, VIN model etc.), including the appropriate supporting documentation.

Prior to any renewal of the awarded contract, VDOT Contract Administrator, or designee may review equipment. VDOT reserves the right to reject any piece of equipment that does not meet the requirements, specifications, or evaluation as stated herein.

Line items contain what is required. Additional information for some items is listed below.

- a. **TRUCK MOUNTED ATTENUATORS (TMA):** Truck-mounted attenuators and electronic arrow boards are required when closing a lane on multi-lane primary roadways in accordance with the latest edition of the VWAPM, and as determined by VDOT. The Contractor shall supply the TMA and electronic arrow boards when required. It is required that TMA shall be used for shadow vehicle # 1, mobile operations, and stationary multi-lane highway lane closures regardless of the posted speed limit, therefore, include this cost in the applicable TTC's. The TMA replacement for shadow vehicle requirement will not apply for flagging operations. There are two bid lines for TMA. The TMA bid line with UOM of "DAY" is to be used in addition to a traffic control setup such as a lane closure with additional TMA to block the shoulder. The TMA bid line with UOM of





“HUR” is to be used on an hourly basis for operations such as emergency pothole repair. A minimum of six (6) TMAs shall be required per lot (three (3) for UOM of “DAY” and three (3) for UOM of “HUR”).

- b. **WARNING ARROW PANEL:** An advance warning arrow panel “Type C,” 96” x 48”, shall be mounted on the TMA in accordance with the VWAPM. Sufficient room shall be maintained below the advance warning panel to facilitate mounting brackets that shall be provided/installed by the Contractor to hang a Contractor provided 84” x 36” advance warning sign. The sign and arrow panel shall be visible to traffic approaching from the rear. The advance warning arrow panel shall also be equipped with a caution mode that utilizes the four corner flash design. A minimum of one (1) rotating amber light or high-density amber strobe light shall also be mounted on the truck and shall be visible to approaching traffic from any direction or as required by the latest edition of the VWAPM. An experienced operator shall be supplied to operate the truck at all times.
    - c. **INCIDENT RESPONSE PICKUP TRUCKS:** Pickup trucks shall be equipped with “Type B,” 60” x 30” arrow boards. The advance warning arrow panel shall be visible to traffic approaching from the rear. The advance warning arrow panel shall also be equipped with a caution mode that utilizes the four corner flash design. A minimum of one (1) rotating amber light or high-density amber strobe light shall be mounted on the truck and shall be visible to approaching traffic from any direction. An experienced operator shall be supplied to operate the truck at all times. The Contractor shall have sufficient incident response trucks to meet timeliness requirements shown in Paragraph IV.J.2 (Deployment Times), and be able to respond to multiple incidents at one time. ~~A minimum of two (2) pickup trucks are required per lot.~~ **If bidding on more than one lot, the same incident response truck cannot be listed in more than one lot.**
    - f. **CHANGEABLE MESSAGE SIGN (CMS):** On Limited-Access Highways, a portable CMS shall be provided in accordance with the VWAPM. The components of a PCMS should include: a message sign, control systems, a power source, channelizing devices, and mounting and transporting equipment. The front face of the sign should be covered with a protective material. The PCMS should be limited to three lines of eight characters per line or should consist of a full matrix display. The letter height used for the PCMS messages should be a minimum of 18 inches. The changeable message sign will be paid using the a-la-carte bid price in addition to the requested TTC.
    - g. **ELECTRONIC ARROW:** The electronic arrow shall be electronic flashing or sequential amber arrows having dimmer controls, and it shall be mounted on a suitable truck or trailer as required by the latest edition of the VWAPM. The Contractor shall maintain and move electronic arrows as needed for traffic control.
3. **MAINTAINING EQUIPMENT:** The Contractor shall possess or have available, prior to the award of the contract, sufficient equipment necessary to perform the work for the awarded contract. The Contractor shall maintain and operate equipment designed for the operation(s) described herein and shall ensure the equipment is maintained in good repair and operating condition.
4. **FUELED AND READY:** All equipment shall be fueled, equipped, and ready to perform any and all requested tasks at the time of arrival to the job site, at the Contractor’s sole expense.
5. **ADDITIONAL TRUCKS OR EQUIPMENT:** VDOT reserves the right to supply additional trucks and/or equipment from VDOT sources if deemed beneficial.
6. **RADIOS:** All vehicles shall be equipped with radios capable of at least one (1) mile range, cell phones, or equivalent, to communicate between vehicles. Radio communication channels shall be available to VDOT or designee upon request for communication purposes during traffic control operations.

7. **TRAFFIC CONTROL SIGNS AND STANDS:** The Contractor shall supply, erect, and dismantle all channeling devices and traffic control signs and stands in accordance with VDOT Policy and the latest edition of the VWAPM.
8. **PORTABLE TEMPORARY RUMBLE STRIPS:** This work may consist of employing Portable Temporary Rumble Strips (PTRS) in support of work-zone flagging operations at locations or times designated herein, in the VWAPM, VDOT IIM-TE-386.2, or as directed by a VDOT representative. IIM-TE-386.2 provides additional requirements and guidance beyond what is shown in the VWAPM for flagging operations on two-lane roadways. The Contractor shall only use Portable Temporary Rumble Strips (PTRS) that are listed on the most current Virginia DOT Pre-Approved Traffic Control Device Listing. The list may be accessed at: [Traffic control devices | Virginia Department of Transportation](#)

Cost of Portable Temporary Rumble Strips shall be included in the unit prices bid.

9. **SECURITY REQUIREMENTS FOR PORTABLE CHANGEABLE MESSAGE SIGNS:** The Contractor shall secure portable changeable message sign (PCMS) control cabinets with a grade 3 or stronger standard lock at all times unless maintenance is actively being conducted on the sign. A password shall be required to change the PCMS message. The Contractor shall change the manufacturer's default password for ALL electronic signs. Electronic signs that support the use of complex passwords shall include at least 14 characters consisting of the following criteria:

- At least one special character
- At least one alphabetical character
- At least one numerical character
- A combination of upper-case and lower-case letters

Electronic signs that do not support the use of complex passwords shall be changed using the maximum number of characters and character types permitted by the manufacturer.

Password credentials are prohibited from being stored, displayed, or written on or within the sign. Any QR codes affixed to the sign shall be removed.

For all PCMS with remote or wireless accessibility, the Engineer will authorize remote access prior to this functionality being enabled. Prior to authorization, the Contractor shall update the PCMS to the most recent compatible software and firmware version available from the manufacturer. Following authorization and prior to use, the Contractor shall establish a remote connection to verify that access to the PCMS is password protected.

Electronic signs shall only post approved and documented messages. The Contractor shall log all messages posted with date and times for each public message.

The Contractor has the option for their signs to be connected to the Department's Operations Technology (OT) network for management by Traffic Operations Center (TOC) staff. By using this method, messages are transmitted and posted by the TOC control room staff with all records and logging managed within the VDOT Advanced Traffic Management System (ATMS). Electronic message signs connected to the OT network shall follow the security requirements described below:

- All electronic signs connected to the network shall be secured with a digital lock installed on the sign control cabinet.
- Connected signs shall only be remotely accessible through secure communications that originated from the Department's OT network.
- Connected signs shall only be posted with messages from the Department's ATMS systems or designated backup systems.
- Community strings (both public and private strings) shall be changed from default settings.



- All vendor cloud connections shall be removed from the connected sign. TOC system administration staff will configure VPN connections exclusively to the Department's OT network.
- All connected electronic signs shall adhere to the Cabinet Security Standards found in the Department's OT Cybersecurity Program Manual.

#### H. **PERSONNEL REQUIREMENTS:**

1. **CONTRACTOR'S CAPACITY TO PERFORM:** The Contractor shall ensure their capacity to perform work under this contract, regardless of other contractual responsibilities to VDOT or elsewhere. The Contractor shall be capable of commencing work within the timeframe required herein.
2. **EXPERIENCED, QUALIFIED OPERATORS/LABORERS:** The Contractor shall provide experienced, properly trained and qualified personnel in providing the services requested herein. All equipment operators shall possess a valid operator license for equipment listed in the pricing schedule.
3. **WORK ZONE TRAINING:** Intermediate Work Zone Training is required (see paragraph X.37).
  - a. Personnel responsible for developing a traffic management plan and be on the work site within an hour to assist in making major field adjustments to the work zone shall complete and pass Intermediate Work Zone training.
  - b. For all traffic control services, all crew members shall complete and pass the Intermediate Work Zone training. At least one (1) person with Intermediate Work Zone training shall be on the work site at all times. This person shall be responsible for developing a traffic management plan; assist in making major field adjustments to the work zone; and set up, monitoring, and removal of the traffic control.
  - c. VDOT reserves the right to request all Work Zone Cards from the Contractor for all crew members that shall be responsible for set up, monitoring, and removal of the traffic control devices.
4. **CONTRACTOR'S PERSONNEL:** The Contractor shall be responsible for the conduct of all Contractor's and Subcontractor's personnel while at the work site. The Contractor's and Subcontractor's personnel shall at all times communicate with the traveling public, landowners, and citizens throughout the Bristol District in a courteous and respectful manner. The Contractor's personnel shall refer all public questions concerning work planned, performed, or promised to the Contract Administrator or Contract Monitor.
5. **CONTACT PERSON:** During the performance of the contract, the contact person shall carry a functional cellular telephone at all times, which is effective throughout the counties covered by the contract. The contact person's name and cellular phone number shall be required prior to commencement of work activities. Refer to Attachment E, Normal and Emergency Telephone Numbers. The Contractor shall provide a contact method to ensure service 24 hours a day, 365 days a year.
6. **SUPERVISION:** The Contractor shall designate an individual to be the on-site Supervisor/crew leader who will have the authority to execute the work. The Supervisor/crew leader shall have a cellular phone and a current copy of the VWAPM on-site and shall speak English. The Supervisor/crew leader shall be available during the specified working hours for immediate contact and have 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. The Contractor's designated Supervisor/crew leader must be able to communicate with VDOT personnel at all times. The cost of this supervision shall be included in the bid prices.
7. **FLAGGERS:** All flag persons shall be VDOT or American Traffic Safety Services Associates (ATSSA) certified and shall have certification cards with them while performing these duties. Certified flag persons shall be provided in sufficient number and locations as necessary for control and protection of vehicular



and pedestrian traffic in accordance with the VWAPM. Flag persons shall speak only English while performing their job as a flagger and shall use sign paddles to regulate traffic in accordance with the requirements of the VWAPM. The Contractor shall provide flagging paddles and hand-held two-way radios for communication between the flaggers. Flag persons found performing their duties improperly shall have their certifications revoked. VDOT will check on a regular basis to ensure that flag persons have their certification cards. Flag persons shall be courteous and neat in appearance at all times according to the VWAPM.

8. **BEHAVIOR:** Behavior displayed by the Contractor's and Subcontractor's employees, such as catcalling, whistling, leering, rude or obscene gestures and any other disrespectful conduct will not be tolerated. Anyone exhibiting such behavior will be barred from the work site permanently. Repeated incidents shall be grounds for termination of the contract at the discretion of VDOT.

I. **MANNER OF CONDUCTING WORK AT THE JOB SITE:**

1. **SATISFACTION:** All work shall be performed according to the standards of the industry and to the complete satisfaction of the VDOT Contract Administrator or designee.
2. **SIGNS OR ADVERTISEMENTS:** No signs or advertisements shall be posted on VDOT's property without prior written approval by the VDOT Contract Administrator or designee.
3. **DELIVERY AND PARKING:** The Contractor shall not deliver nor store equipment within the VDOT Right-of-Way or on VDOT property without first obtaining written permission from the Contract Administrator or designee. However, if the Contract Administrator, or designee, approves the parking and storage arrangements, VDOT will not be responsible for any loss or damage to the Contractor's equipment that is left at this site.
4. **CLEANUP:** The Contractor shall clean up frequently so the worksite presents a neat, orderly and workmanlike appearance at all times. If a Contractor fails to clean up at the completion of the work, the Contract Administrator may do so and charge the costs to the Contractor.
5. **COORDINATION WITH VDOT AND STATE FORCES:** VDOT reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate with VDOT and other contractors as necessary.
6. **COORDINATION WITH THE TRAFFIC OPERATIONS CENTER:** The Contractor shall notify the Traffic Control Center (TOC) by a method or system prescribed by VDOT thirty (30) minutes before a planned and approved lane closure is installed and notify the TOC within thirty (30) minutes after the installed lane closure is removed. If the Contractor is found to have installed a lane closure without notifying the TOC or the Contract Administrator, the Department may require the Contractor to remove the lane closure until such time the Contractor can demonstrate to the Department that the Contractor can fully comply with the requirements of the Contract lane closure notifications.

J. **SAFETY REQUIREMENTS:**

1. **SAFETY STANDARDS, RULES, AND REGULATIONS:** The Contractor shall ensure all personnel and equipment comply with all OSHA and VOSH standards as they apply to the work being done and not create any hazardous conditions with the equipment used. This includes, but is not limited to, equipment having vehicular backup alarm systems and flashing lights, and equipment containing a roll-over protection system must be equipped with seat belts that shall be worn by the occupants while in use. Refer to Special Terms & Conditions, Safety and Health Standards, Paragraph 21.
2. **SAFETY EQUIPMENT:** 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 are not limited to, safety hats, garments, steel toe shoes,



gloves, glasses, etc. Failure to comply with a safety requirement constitutes reason to restrict work being performed under this contract. In addition, no hard hat or safety garment shall have the Virginia state seal or any reference to the Virginia Department of Transportation or VDOT.

4. **PROTECTION OF PERSONS AND PROPERTY:** At all times, the Contractor shall take every precaution for the protection of persons which may come on to the work site, or be affected by the Contractor's operation in connection with the work, by ensuring all work/job areas are maintained to be 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 from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners.
  5. **PERSONAL PROTECTIVE EQUIPMENT (PPE):** All employees exposed to vehicular traffic shall wear PPE at all times. ( Virginia Work Area Protection Manual – Standards and guidelines for Temporary Traffic Control 2026 Edition, or current edition, Section 6E.02 High Visibility Safety Apparel.)
  6. **COMMERCIAL DRIVER'S LICENSE (CDL):** When required by the equipment being operated, the operator of each piece of equipment shall possess a valid Commercial Driver's License with the proper endorsements.
- K. **METHOD OF ORDERING WORK:** VDOT will issue a Purchase Order, which will be for billing purposes only. VDOT makes no guarantee of minimum or maximum quantities as shown on the Purchase Order. The Contract Administrator will provide a written Scope of Work or a Work Release form which will be the official work notification. The Scope of Work or Work Release will identify the work location, dates, and the Scope of Work. The Purchase Order number must be included in all correspondence and on all invoices. In case of critical/immediate need, verbal notification shall be sufficient for the Contractor to begin work, and the written confirmation (Work Release) will follow the next business day.
- L. **SHOW UP TIME:** In the event the Contractor's equipment reports to work as requested, but due to the weather or a change in VDOT's plans, and it is not utilized that day, the Contractor shall be paid one-quarter (¼) of each requested line item with the unit of measure of Day. Line items with an hourly unit of measure will be paid two (2) hours of show up time for each occurrence. No payment will be made if work is cancelled by VDOT before 4:00 p.m. the day before work is to be performed. VDOT reserves the right to determine if the Contractor qualifies for show up time. It shall be the Contractor's responsibility to contact the VDOT representative in the event of inclement weather and discuss whether work can be performed that day. No payment will be allowed for showing up during inclement weather without contacting the VDOT representative.
- L. **HOURS OF WORK:** Work may be performed during day or night depending upon location and VDOT need. Work hours will vary during the contract period and may be changed at the discretion of the VDOT Contract Administrator or designee.

With the exception of emergencies and as requested by VDOT, lanes closures on all routes will not be permitted after 12:00 noon the day before a holiday and will not be permitted after 12:00 noon the proceeding Friday and when a holiday falls on a Friday, lane closures will not be permitted until the following Monday, unless otherwise approved by the Contract Administrator or designee. State Holidays include but are not limited to: New Years Day, , Martin Luther King Day, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Any subsequent memorandums from VDOT's Administrative Offices directing work restrictions shall also apply to this contract. No scheduled closure will be placed outside of the allowable work hours without prior approval from the District Traffic Engineer.

V. **PRE-BID CONFERENCE:**





A pre-bid conference will not be held for this solicitation; however, potential bidders are encouraged to present questions and obtain clarification relative to any facet of this solicitation. Reference section II QUESTIONS REGARDING THIS INVITATION FOR BID.

#### **VI. METHOD FOR PAYMENT:**

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

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

#### **VII. INVOICING:**

Invoices shall be submitted weekly to the address as listed below. Invoices shall include the contract number, purchase order number, itemized quantities, unit price, and extended costs based on the contract pricing schedule. No payment will be made for work in progress on the prescribed payment dates. Work completed will be verified in writing by a VDOT Representative and Contractor Foreman on an agreeable format.

Virginia Department of Transportation  
 Bristol Interstate Maintenance Office  
 Attn: Katelin Wright  
 2111 Bonham Road  
 Bristol, VA 24201

In lieu of mailing, invoices may be submitted as an attachment via email to [katelin.wright@vdot.virginia.gov](mailto:katelin.wright@vdot.virginia.gov) and [matthew.lewis@vdot.virginia.gov](mailto:matthew.lewis@vdot.virginia.gov).

#### **VIII. BIDDER'S INSTRUCTIONS AND PUBLIC BID OPENING:**

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

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

To learn how to submit an online bid in eVA please refer to the online supplier training page at: <https://eva.virginia.gov/supplier-training-materials.html>

The link to the video "Viewing and Responding to Solicitations" can be found on the Supplier Training Materials page at: <https://www.youtube.com/watch?v=KSxcAkOekW0>

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

##### **2. PUBLIC BID OPENING:**





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

A virtual public bid opening will be hosted by a VDOT representative at **10:00 AM EDT on June-22 23, 2026.**

**Microsoft Teams meeting**

Join: <https://teams.microsoft.com/meet/292617234907997?p=BMVKBVnp7eeQ9Yyc7c>

Meeting ID: 292 617 234 907 997

Passcode: 4d2J4SP7

**Dial in by phone**

[+1 434-230-0065,,59599100#](tel:+1434230006559599100)

[Find a local number](#)

Phone conference ID: 595 991 00#

**Join on a video conferencing device**

Tenant key: commonwealthofvirginia@m.webex.com

Video ID: 115 098 991 9

[More info](#)

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

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

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

**IX. GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [eva.virginia.gov](http://eva.virginia.gov) under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account



for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.



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

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

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
  2. **To Subcontractors:**



- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.



2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. Omitted
- R. Omitted
- S. Omitted
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of





employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.**
  4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA ([eva.virginia.gov](http://eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:  
 During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**  
 The eVA Internet electronic procurement solution, web site portal <https://eva.virginia.gov/>, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
  - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
  - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.





- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

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

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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



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

DD. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of the contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia, a continuous supply of the identified goods and/or services.

EE. **FORCED OR INDENTURED CHILD LABOR:** Applicable in all solicitations and contracts over \$10,000: During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

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

## X. **SPECIAL TERMS AND CONDITIONS:**

1. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the VDOT for the district identified herein. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the contract officer upon mutual agreement of the contractor. Such modification shall name the specific district added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification. The contractor shall extend any special VDOT discount price adjustments resulting from adding counties. However, any reduction in the number of districts receiving service/goods shall not result in VDOT being charged any more than the awarded bid price(s).
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this invitation for bid, no indication of such sales or services to the Virginia Department of Transportation (VDOT) shall be used in the contractor's product literature, press releases or advertising nor shall the contractor state in any of its advertising, press release or product literature that the Commonwealth of Virginia or VDOT has purchased or uses its products or services. The contractor also shall not include VDOT in any client list in advertising and promotional materials.
3. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
4. **AWARD:** The Commonwealth will make the award(s) on a **Grand Total per Lot** 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. A bidder who enters "\$0," "No Bid," "N/A," or leaves a line item blank may be considered nonresponsive.
5. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
6. **BID PRICES:** Bid prices shall be in the form of a firm unit price for each item during the contract period.



7. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
8. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims presented to VDOT as a result of operations provided herein. Within 30 days of VDOT's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the bidders list.
9. **COORDINATION WITH STATE FORCES:** VDOT reserves the right to perform any type of work within the limits of this operation. The Contractor shall cooperate fully with VDOT and other Contractors as necessary. VDOT reserves the right to supply additional equipment from other VDOT resources if deemed necessary.
10. **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.
11. **CREW LANGUAGE & DRESS REQUIREMENTS:** Each crew shall have a foreman or designated crew supervisor capable of communicating (both verbally and in writing) and comprehending the English language. The foreman/supervisor shall be capable of communicating instructions to members of the Contractor's crew. VDOT shall be able to make contact with the foreman/supervisor within 30 minutes.

The contractor shall conduct his or her work so as to ensure the least possible obstruction to traffic and shall provide for the safety and convenience of the general public and residents along the highway to protect persons and property. All employees shall wear hard hats, Class 3 safety garments, and steel toe shoes that comply with all applicable 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.

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. **EQUIPMENT/PERSONNEL CERTIFICATION:** The bidder shall furnish a completed Vendor Qualification/Equipment Inventory Certification Form (Attachment C) with each bid, to certify the bidder has sufficient equipment and personnel to perform the work as described. The bidder shall supply the quantity of personnel and type of equipment submitted on the certification. VDOT reserves the right to inspect any equipment submitted on the certification form prior to Notice of Intent to Award, and any time after award.



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

15. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. Factors that may contribute to the actual quantities, frequencies of service and/or level of include, but are not limited to, Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimates only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be added or eliminated and by signing this bid, the bidder agrees that no claims for contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities.
16. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.
17. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

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

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

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

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



- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

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

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

18. **MINORS ON WORK SITE:** No minors, under the age of eighteen (18), will be allowed on the VDOT work site(s) where this contract will be performed, except those employed by the Contractor as allowed by the Child Labor Laws of the United States government and the Child Labor Laws of the Commonwealth of Virginia.
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, the Contractor shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above-mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.
20. **PREVAILING WAGE RATE:** The provisions of laws requiring the payment of a prevailing minimum wage rate are incorporated in and expressly made a part of this Contract. The Contractor and the Contractor's subcontractors shall pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the Contract at a rate at least equal to the prevailing wage rates determined by the Virginia Commissioner of Labor and Industry for work to be performed under this Contract, as outlined in Attachment G. The wage determination establishes the rates that must be paid for the entire term of the Contract.
  - A. If the Contractor needs a job classification not listed in the wage determination to submit a bid or comply with this provision, the Contractor shall submit to the Department a completed Request for Additional Wage Classification, along with the reason for the additional classification, the proposed rate, and any supporting documentation. The Request form is available on the Virginia Department of Labor and Industry (VDOLI) website at: [www.doli.virginia.gov/wp-content/uploads/2021/04/Request-for-Additional-Wage-Classification.pdf](http://www.doli.virginia.gov/wp-content/uploads/2021/04/Request-for-Additional-Wage-Classification.pdf).  
  
 If other or additional classifications are used, omission of classifications shall not be cause for additional compensation to the Contractor. The Contractor shall be responsible for determining local practices with regard to the application of the various labor classifications.
  - B. The Contractor or the Contractor's subcontractors who employ any mechanic, laborer, or worker to perform work contracted to be done under the Contract at a rate that is less than the prevailing wage rate may be subject to civil and criminal liabilities and penalties as provided in § 2.2-4321.3 of the Code of Virginia.
  - C. Upon the award of the Contract, the Contractor shall certify, under oath, to the Commissioner of VDOLI the pay scale for each craft or trade employed on the project to be used by the Contractor and any of the Contractor's subcontractors for work to be performed under the Contract. This certification shall, for each craft or trade employed on the project, specify the total hourly amount to be paid to employees, including wages and applicable fringe benefits, provide an itemization of the amount paid in wages and each applicable benefit, and list the names and addresses of any third party fund, plan or program to which benefit payments will be made on behalf of employees. The certification form is available at: [www.doli.virginia.gov/wp-content/uploads/2021/04/DOLI-Pay-Scale-Certification-for-Public-Works-Projects.pdf](http://www.doli.virginia.gov/wp-content/uploads/2021/04/DOLI-Pay-Scale-Certification-for-Public-Works-Projects.pdf). The form may be emailed to [prevailingwage@doli.virginia.gov](mailto:prevailingwage@doli.virginia.gov), faxed to 804-371-6524, or mailed to Virginia Department of Labor and Industry, 600 East Main St., Suite 207, Richmond, VA, 23219, Attn: Prevailing





Wage.

- D. The Contractor and the Contractor's subcontractors shall keep, maintain, and preserve (i) records relating to the wages paid to and hours worked by each individual performing the work of any mechanic, laborer, or worker and (ii) a schedule of the occupation or work classification at which each individual performing the work of any mechanic, laborer, or worker on the public works project is employed during each work day and week. These records should include but are not limited to: (i) time cards, time sheets, daily work records, etc.; (ii) payroll ledger or journals and canceled checks or check register; and (iii) fringe benefit records must include program, address, account number, and canceled checks. The employer shall preserve these records for a minimum of six years and make such records available to VDOLI within 10 days of a request and shall certify that records reflect the actual hours worked and the amount paid to its workers for whatever time period they request.
  - E. The Contractor and the Contractor's subcontractors performing work on this Contract shall post the general prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places accessible to all employees at the site of the work or at any such places as are used by the Contractor or subcontractors to pay workers their wages. Within 10 days of such posting, the Contractor or subcontractors shall certify to the Commissioner of VDOLI their compliance with this requirement. The certification is form available at: [www.doli.virginia.gov/wp-content/uploads/2021/04/PW\\_Posting\\_Compliance\\_Form.pdf](http://www.doli.virginia.gov/wp-content/uploads/2021/04/PW_Posting_Compliance_Form.pdf). The form may be emailed to [prevailingwage@doli.virginia.gov](mailto:prevailingwage@doli.virginia.gov), faxed to 804-371-6524, or mailed to Virginia Department of Labor and Industry, 600 East Main St., Suite 207, Richmond, VA, 23219, Attn. Prevailing Wage.
  - F. **Helpers.** Helpers are not included in the VDOLI wage determinations. If the Contractor thinks the project needs a "helper" wage determination, the Contractor must prove the following conditions:
    - i. The work duties are defined and distinct from listed classifications;
    - ii. The use of helpers is an established practice in the area; and
    - iii. The helper is not employed as a trainer, or apprentice.
  - G. **Apprentices and trainees.** If an apprentice or trainee is registered in a bona fide apprenticeship program that is registered with the US Department of Labor, the Commonwealth, or an out-of-state agency then the wages paid to such an individual will be specified by the apprenticeship, or training agreement and not subject to prevailing wage rates.
  - H. **Appeal of wage determination.** If the Contractor thinks an error has occurred, either in the listing of wage determinations, or in the calculation of specific wages, the Contractor may fill out the form available on the VDOLI website titled "Appeal for Clarification of Wage Determination". In this form the Contractor can list the reason for the appeal, and can submit all relevant documents to support the appeal. The form should be submitted VDOLI, the agency responsible for processing the appeal.
  - I. **Prevailing wage rates for work done off-site.** For the purposes of this provision, the requirement to pay prevailing wage rates for "services in connection with the Contract" includes services performed at the site of work, at a site dedicated exclusively, or near so, to the performance of the Contract, or a site adjacent, or virtually adjacent to the site of the work; but does not include the Contractor's home office or branch locations, tool yards, fabrication or batch plants, or similar locations not established specifically for the project.
  - J. **Subcontracts.** The Contractor shall insert this Special Provision into any subcontracts let to subcontractors for performance of services in connection with the Contract.
21. **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.





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.
  - 2) A **redacted copy** of your submittal that deletes or blocks all data or material identified as a trade secret or proprietary information per the written request.
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(31) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 *et seq.*), including, but not limited to, financial information, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Virginia Department of Transportation for the purpose of an audit, special investigation, or any study requested by the Department of Transportation in accordance with law may, subject to a determination by the Virginia Department of Transportation as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Virginia Department of Transportation to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall make a written request to the Virginia Department of Transportation invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary. The Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it.

Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein pursuant to § 2.2-3705.6(31) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied. If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation. In no event shall the Virginia Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Virginia Department of Transportation, whether or not the Virginia Department of Transportation has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.



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. Submit references by completing Attachment F.
26. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. And 2. Below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
  1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the SERVICES category of Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months (unadjusted percent change) for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the SERVICES category of Table 3 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months (unadjusted percent change) for which statistics are available.
27. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under § 40.1-22 of the *Code of Virginia* and the duties imposed under § 40.1-51.1 of the *Code of Virginia*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Class 3 safety garments shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the American Traffic Safety Services Association's (ATSSA) flagger certification program, VDOT's Basic Work Zone certification program, or VDOT's Intermediate Work Zone certification program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.
28. **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.



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. Provide this information on Attachment B.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:
  - 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis (**by the 5<sup>th</sup> business day of each month**), all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
  - 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis (**by the 5<sup>th</sup> business day of each month**), all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

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. Provide this information on Attachment A.

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. Provide this information on Attachment D.



32. **TERM OF CONTRACT:** The contract period will be from date to be determined at time of award through June 30, 2027, with the opportunity for four (4) optional, consecutive one-year renewal terms.
33. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed to by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the Default term within the General Terms and Conditions.
34. **TITLE VI ASSURANCES:** The Virginia Department of Transportation assures compliance with Title VI of the Civil Rights Act of 1964, as amended. The Virginia Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

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



Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Nondiscrimination Authorities:

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

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





36. **VEHICLE REQUIREMENTS / IDENTIFICATION:** All contractor vehicles shall have a current inspection and registration from that State where the vehicle is registered and must be properly insured in accordance with that State's requirements. Contractor's equipment and operators shall be in compliance with all applicable DMV and State and Federal regulations regarding the conditions and operations of the requested vehicles. The name of the company shall be displayed on both sides of all work vehicles while performing work under this contract. The contractor shall be responsible for having secured all equipment and materials on their vehicles when in transit to and returning from a work assignment.
37. **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.
38. **WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS:** The contractor shall provide at least one (1) employee who, at a minimum, is verified by VDOT in Basic Work Zone Traffic Control for activities involving the installation, maintenance and removal of work zone traffic control devices. In addition, the contractor shall provide an employee that is verified by VDOT in Intermediate Work Zone Traffic Control to provide supervision during those times when work zone adjustments or changes to standard traffic control installations as shown in the latest edition of the Virginia Work Area Protection Manual are needed due to field conditions. These persons must have their verification card with them while on the project site. If proof of verification cannot be provided by the contractor at any time, the operation may be suspended or the contractor may be deemed in default in accordance with the General Terms and Conditions.

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

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

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