COMMONWEALTH OF VIRGINIA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
INVITATION FOR BIDS (IFB) # 301-23-035

Issue Date: August 24, 2022

Title: Scales Testing Unit, Boom Assembly and Van Body with Chassis

Commodity Codes: 78084 Truck Scales and Railroad Track Scales; 07208 Class 8 Trucks (33,001 lb.GVWR and Over)

Issuing Agency: Commonwealth of Virginia
Department of Agriculture & Consumer Services
Purchasing Office, Second Floor
P. O. Box 1163
Richmond, Virginia 23218

Location of Delivery: Lynchburg, Virginia (see Pricing Schedule for Ship To Address)

Sealed Bids Will Be Received Until: September 6, 2022, no later than 2:00 p.m. For furnishing the goods described herein and then opened in public.

All inquiries or questions related to this solicitation must be submitted in writing, preferably via email, to: Wendell E. Powell VCO, Senior Contract Specialist of Procurement and Support Services, Email: wendell.powell@vdacs.virginia.gov Telephone: 804.786.8738, Fax: 804.371.8372

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED OR MAILED VIA A PARCEL SERVICE, DELIVER TO: Wendell Powell, Procurement Office, Oliver W. Hill Building, 102 Governor Street, Room 265, Richmond, VA 23219.

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete. Contracts will be awarded to eVA registered vendors only. See Section III.U for details.

Name and Address of Firm: ___________________________ Date: ___________________________
_________________________ ___________________________
By: ___________________________ Name: ___________________________
(Signature in Ink) (Please print)
Zip Code __________ eVA Vendor ID or DUNS #: ____________ Title: ___________________________
Fax Number: (    ) ___________________________ Telephone: (    ) ___________________________
Email Address: ___________________________

eVA Vendor ID or DUNS #: ____________ Title: ___________________________
Fax Number: (    ) ___________________________ Telephone: (    ) ___________________________
Email Address: ___________________________

DSBSD Certified Small Business? Yes / No. If yes, provide DSBSD Certification No.: ___________________________
State Corporation Commission ID Number: ___________________________

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.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.

RETURN OF THIS COVER SHEET IS REQUIRED
# TABLE OF CONTENTS

**IFB # 301-23-035**

<table>
<thead>
<tr>
<th>Section Name and Number</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Sheet <em>(Submit with Bid)</em></td>
<td>1</td>
</tr>
<tr>
<td>I. Purpose</td>
<td>3</td>
</tr>
<tr>
<td>II. Scope of Work</td>
<td>3</td>
</tr>
<tr>
<td>III. General Terms and Conditions</td>
<td>4</td>
</tr>
<tr>
<td>V. Special Terms and Conditions</td>
<td>12</td>
</tr>
<tr>
<td>VI. Pricing Schedule <em>(Submit with Bid)</em></td>
<td>16</td>
</tr>
<tr>
<td>Vendor Data Sheet <em>(Submit with Bid)</em></td>
<td>17</td>
</tr>
<tr>
<td>Attachment A, State Corporation Commission Form <em>(Submit with Bid)</em></td>
<td>18</td>
</tr>
<tr>
<td>Attachment B, Small Business Subcontracting Plan <em>(Submit with Bid)</em></td>
<td>19</td>
</tr>
</tbody>
</table>
I. **PURPOSE:**
The intent and purpose of this IFB is to establish a firm fixed price contract, with one qualified company, to provide to the Virginia Department of Agriculture and Consumer Services, an agency of the Commonwealth of Virginia, a complete and fully functional, large capacity scales testing unit, boom assembly and van body in accordance with the requirements contained herein.

II. **SCOPE OF WORK:**
The Contractor shall provide all materials, labor, supervision, tools, equipment and incidentals necessary to furnish and deliver the following:

1. A truck chassis that meets or exceeds the specifications of the Freightliner SD-114. The engine must be a minimum 450 horsepower diesel with brake. The front and rear axles must be 20,000K and 40,000K respectively. Must have a minimum 13,200 lb. steerable pusher axle and a dual channel frame, aluminum wheels / outer, 100 gallon aluminum fuel tank, chrome bumper. The seats must be air ride and interior equipped with heater/defroster/AC. AM / FM / weather band.

2. A large capacity scales testing unit to include:
   a. A 6,000 lb. capacity boom assembly including a fully, hydraulic lifting/lowering/traversing bridge crane operated by an air shift power take-off unit running a hydraulic pump that provides power to two (2) hydraulic motors. The hydraulic motor shall have a pilot check valve that controls movement prohibiting unwanted travel. The hydraulic motor shall operate a double link chain two-point pick up assembly. The motors shall have a pressure release spring applied fail safe brake system that locks equipment in any position and be equipped with a hand-held control unit located on a flexible cable with redundant back-up system. In addition, the hydraulic motors shall be capable of being operated by radio frequency control. One remote is required.
   b. A boom system that is totally independent from the van body and constructed using six (6) 3"x3" steel support posts and 8" channel runways for the hydraulic motor movement. Posts shall have welded cross supports that are welded to the load floor plates which, in turn, are welded to the cross members. The boom system shall have an arresting mechanism that secures the test cart from excessive movement while traversing.
   c. A van body that is approximately twenty-two (22) ft. long, eight and one half (8 ½) ft. wide and has an overall height of twelve feet six inches (12'-6"). It shall be constructed from HD 5/8" fiberglass reinforced plywood, have an aluminum roof, a fourteen (14) gauge steel bulkhead with twelve (12) inch return flanges. It shall be equipped with two (2) rear swing doors with galvanized, lockable, double bar latches on each door, a driver’s side front door pull out steps, grab handles at all doors and a minimum of six (6) interior lights (controlled from the rear of the unit). The flooring shall be 3/16" metal tread plate, welded to cross members spaced twelve (12) inches on-center except the rear of the load receiving shall have cross members spaced six (6) inches on-center. The van body shall be equipped to comply with all D.O.T. FMVSS-108 regulations including (but not limited to); a rear bumper with built-in steps, appropriate exterior lighting and mud/debris flaps.
d. A weight test cart retainer built to position and secure the cart (provided by VDACS – see note). It shall have wheel chocks, a front hold-down (operated from the rear of the unit) and a rear ratchet binder. The weight retainer shall be designed to accommodate up to 20,000 lbs. and be beveled at the top for easy weight alignment during loading/unloading operations.

e. A self-leveling spreader bar that may be engineered to numerous weight and test cart configurations.

f. Passenger Side Front Door w/Steps.

g. Inside two (2) Toolboxes w/Manufactured Rack

h. A basket measuring 45"W x 15 3/8"D x 19"H installed inside the van body for test weights.

i. Three (3) exterior toolboxes installed on the van body.

Items a. – i. are intended to meet or exceed the specifications of the Kanawha Test Equipment, Van Body and Boom Assembly FA 6000

II. GENERAL TERMS AND CONDITIONS:

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids, 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, § 2.2-4343.1E).
In every contract over $10,000 the provisions in 1. and 2. below apply:

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

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over $10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMER 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 AND RFPs

1. 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/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) 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/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) 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/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

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

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the contract, if the
work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

Q. **TAXES**: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **USE OF BRAND NAMES**: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerees) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeree) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeree) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the
solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** Omitted

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 ([www.eva.virginia.gov](http://www.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, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA Business-to-Government Vendor Registration, Contracts, and Orders:** The eVA Internet electronic procurement solution, web site portal ([www.eva.virginia.gov](http://www.eva.virginia.gov)), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA
and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

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

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

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

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

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/offerors 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/proposals.

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

V. **SPECIAL TERMS AND CONDITIONS**:

A. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **AWARD**: An award will be made to the lowest responsive and responsible Bidder based on the Total Bid Price. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

C. **eVA ORDERS AND CONTRACTS**: This solicitation contract will result in one (1) purchase order with the applicable eVA transaction fees assessed for each order.
D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 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.

E. **DELIVERY:** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. The Agency requires the bidder to deliver within a reasonable time after ARO. If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with the Agency’s desired delivery time as stated below:

Agency’s desired delivered time: 16 weeks ARO

**BIDDER’S STATED DELIVERY TIME:** ____ CALENDAR DAYS AR

F. **DELIVERY NOTIFICATION:** The Agency shall be notified 48 hours prior to delivery of any items so that personnel may be available to allow access to the building and verify items received. Notification shall be made to:

__________________________  ____________
Name       Phone

Pete Wilson  434-907-7678

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

Solicitation Number and Title: IFB # 301-23-035

From: ____________________________  ______________________________
      Name of Bidder      Due Date      Time

______________________________
Street or Box Number

______________________________
City, State, Zip Code

DSBSD-certified Micro Business or Small Business No. __________________________

Wendell Powell, Senior Contract Specialist, Procurement & Support Services

Name of Contract Officer

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

H. **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 statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. 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 also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be
subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. 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 or proposals.

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, 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, 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.

I. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for the Commonwealth’s use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

J. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing all 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 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.

K. **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 with 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.

L. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid/proposal to enable the Commonwealth to determine if the product
offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

M. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

N. **WARRANTY: VAN BODY:** All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one-year following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price.

O. **WARRANTY (COMMERCIAL): CHASSIS:** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.

P. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner’s representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.
Scales Testing Unit, Boom Assembly and Van Body w/Chassis

Total Bid Price including all parts, labor and delivery: $__________________

DELIVERY LOCATION: Lynchburg VDOT District Shop
4219 Campbell Avenue (Route 501)
Lynchburg, VA 24501

DELIVERY: Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. The Agency requires the bidder to deliver within a reasonable time after ARO. If the bidder does not insert a stated delivery time in the blank below, the bidder will be deemed to offer delivery in accordance with the Agency’s desired delivery time as stated below:

Agency’s desired delivered time: 16 weeks ARO

BIDDER’S STATED DELIVERY TIME: ____ CALENDAR DAYS ARO

RETURN OF THIS SHEET IS REQUIRED
VENDOR DATA SHEET IFB# 301-23-035

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. Qualification: The bidder must have the capability and capacity in all respects to satisfy fully all the contractual requirements.

1. **Bidder’s primary contact:**
   Name and Title: ____________________________________________
   Phone: (_____) ____________________

2. **Years in business:** Indicate the length of time you have been in business providing this type of good or service:
   ________ Years ________ Months

3. **Vendor Information:**
   eVA vendor ID or DUNS Number: _____________________________

4. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

   A. Company: ____________________________________________ Contact: ____________________________
      Phone : (_____) ____________________ Email: ____________________________
      Project: ____________________________
      Dates of Service: ____________________ Value: $ ______________

   B. Company: ____________________________________________ Contact: ____________________________
      Phone : (_____) ____________________ Email: ____________________________
      Project: ____________________________
      Dates of Service: ____________________ Value: $ ______________

   C. Company: ____________________________________________ Contact: ____________________________
      Phone : (_____) ____________________ Email: ____________________________
      Project: ____________________________
      Dates of Service: ____________________ Value: $ ______________

   D. Company: ____________________________________________ Contact: ____________________________
      Phone : (_____) ____________________ Email: ____________________________
      Project: ____________________________
      Dates of Service: ____________________ Value: $ ______________

I certify the accuracy of this information:
Signed: ____________________________ Title: ____________________________ Date: ____________________________

RETURN OF THIS PAGE IS REQUIRED
Virginia State Corporation Commission (SCC) registration information.

The Bidder:
- is a corporation or other business entity with the following SCC identification number: _____________ -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder’s out-of-state location) -OR-
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

RETURN OF THIS SHEET IS REQUIRED
Small Business Subcontracting Plan

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

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

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

**Bidder Name:** 

**Preparer Name:** ______________________ Date: __________

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

**Instructions**

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder’s total price for the initial contract period in Section B.

**Section A**

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

Certification number:________________________ Certification Date:________________________

**Section B**

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm’s plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**RETURN OF THIS SHEET IS REQUIRED**
B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1
Company Name: ________________________________ SBSD Cert #: __________
Contact Name: ________________________________ SBSD Certification: __________
Contact Phone: ________________________________ Contact Email: ______________
Value % or $ (Initial Term): ____________ Contact Address: ______________________
Description of Work: __________________________________________________________

Subcontract #2
Company Name: ________________________________ SBSD Cert #: __________
Contact Name: ________________________________ SBSD Certification: __________
Contact Phone: ________________________________ Contact Email: ______________
Value % or $ (Initial Term): ____________ Contact Address: ______________________
Description of Work: __________________________________________________________

Subcontract #3
Company Name: ________________________________ SBSD Cert #: __________
Contact Name: ________________________________ SBSD Certification: __________
Contact Phone: ________________________________ Contact Email: ______________
Value % or $ (Initial Term): ____________ Contact Address: ______________________
Description of Work: __________________________________________________________

Subcontract #4
Company Name: ________________________________ SBSD Cert #: __________
Contact Name: ________________________________ SBSD Certification: __________
Contact Phone: ________________________________ Contact Email: ______________
Value % or $ (Initial Term): ____________ Contact Address: ______________________
Description of Work: __________________________________________________________

RETURN OF THIS SHEET IS REQUIRED
Subcontract #5
Company Name: ___________________________ SBSD Cert #: ____________
Contact Name: ___________________________ SBSD Certification: ___________
Contact Phone: ___________________________ Contact Email: _______________
Value % or $ (Initial Term): ____________ Contact Address: _________________
Description of Work: ______________________________________________________

Subcontract #6
Company Name: ___________________________ SBSD Cert #: ____________
Contact Name: ___________________________ SBSD Certification: ___________
Contact Phone: ___________________________ Contact Email: _______________
Value % or $ (Initial Term): ____________ Contact Address: _________________
Description of Work: ______________________________________________________

NOTE: This information can be captured using this template or using the sourcing tool available in eVA.

RETURN OF THIS PAGE REQUIRED