

2021-2022
SNOW REMOVAL EQUIPMENT SERVICES AGREEMENT
M-7B

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DEFINITIONS: Whenever used in this solicitation or in the Agreement documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof.

1. **Push Time:** is defined as time actively engaged in winter operations as directed by VDOT or designee.
2. **Standby Time:** is any other time when mobilized that is not “Push Time”. If, during an event, there is a pause in precipitation, but precipitation is forecasted to begin again and the Contractor will be needed, they shall be placed on “Standby Time” until it is warranted to return them to “Push Time” or release them.
3. **Operational Rate:** (where applicable as specified by the District’s Special Terms and Conditions) refers to a flat rate paid for an active winter operations for any time a Contractor is requested to work. Includes active engagement (“Push Time”) as well as time when mobilized, but not actively participating (“Standby Time”).
4. **Employee** is defined by the Virginia Workers’ Compensation Commission (<http://www.vwc.state.va.us/>). More information about coverage can be found on their site’s Employer page at <http://www.vwc.state.va.us/content/employers>.

The purpose of this Snow Removal Equipment Services Agreement (“**Agreement**”) is to obtain equipment with operators to provide emergency snow and ice removal services as ordered by the Virginia Department of Transportation (“**Department**” or “**VDOT**”) during winter weather events. Winter weather events and the conditions they produce are unpredictable, and the services required during these events are time sensitive and ever-changing. For these reasons, VDOT will order services under this Agreement on an as-needed basis, as determined by VDOT in its sole discretion. To be clear, this Agreement is for an indefinite quantity of services; VDOT does not agree to any amount of snow removal services from the Contractor during the term of this Agreement.

I. SNOW REMOVAL OPERATIONS

A. SCOPE OF SERVICES

1. Upon request, the Contractor shall furnish to the Department any and all equipment described in the Snow Removal Equipment Services Agreement submitted and approved through <https://www.plow4va.com/>, along with experienced operator(s) for the purpose of providing snow removal and other road clearing and treatment services described in the Agreement (“**Operational Services**”). The Contractor shall provide Operational Services during the Term of each year of the Agreement. This Agreement may be renewed in accordance with Section III, Special Terms and Conditions, M. Renewal of Agreement.
2. The Contractor shall provide Operational Services at locations within the Area Headquarters, Residencies and Districts selected. VDOT may request and the

Contractor may agree to work in other locations under the same terms and conditions as this Agreement. Any Area Headquarters, Residency or District in which the Contractor is assigned or agrees to provide Operational Services shall be referred to as the **“Designated VDOT Location”** in the Agreement.

3. The Term of this Agreement shall be from the date the vendor Agreement is approved through April 30 of the year following the year of the effective date.
4. The Contractor will be paid the hourly rates selected for equipment with operator used while the Contractor is actively performing Operational Services in accordance with the Department’s directions. If the Department requests the Contractor to be on standby in preparation prior to or during the expected weather events, the Contractor will be paid 50% of the Push Rate or otherwise as specified in the District Special Terms and Conditions.
 - a) Standby payment will begin when each piece of equipment, and the operator, reports to the designated VDOT location, and continues during the time the equipment and operator remains in the staging process, but is not engaged in active Operational Services.
 - b) The Standby Rate shall cease for each piece of equipment when VDOT either orders the commencement of active Operational Services or releases the equipment and operator from use.
 - c) Work under this Agreement at the Designated Rate shall commence when VDOT directs the Contractor’s equipment operator to perform active Operational Services. Work at the Designated Rate under this Agreement shall cease when VDOT directs the Contractor’s equipment operator to stop active Operational Services, or to go on Standby.
5. VDOT may only make one (1) call to the Contractor’s listed number at the beginning of the snow event to request Operational Services from the Contractor (**“Call-In Notification”**). The Contractor will be responsible for ensuring that its phone number is updated at the Designated VDOT Location. VDOT will establish and advise the Contractor of the time for reporting during this Call-In Notification.
 - a) The Contractor’s operator shall be required to report to the designated VDOT Location with equipment within two (2) hour(s) of VDOT’s Call-In Notification. In the event that the Contractor Call-In Notification is later than the hours listed above, the Contractor shall report at the specific time provided.
 - b) Each of the Contractor’s operators shall report to the Designated VDOT Location with all equipment, fuel and any other incidentals needed to provide immediate Operational Services.

- c) Equipment photos taken during equipment verification may be used when reporting for operational service to verify the registration, license plate and Vehicle Identification Number (VIN). (See Section E.2 VDOT)
 - d) Once Contractors are called to demobilize during an Event, all VDOT materials must be returned and unloaded at the VDOT location directed by the Department.
- 6. The Contractor shall permit the Department, at its discretion, to mount, place, remove and maintain VDOT equipment or components, including but not limited to: plows, A-frames, lights and spreaders on the Contractor's equipment. VDOT will determine and schedule the time at which VDOT equipment or components will be installed on the Contractor's equipment. VDOT will maintain VDOT equipment or components only.
 - a) All VDOT accessories listed in this Agreement may not be available to the Contractor. For example: lights will not be available in some locations. At VDOT informational meetings, and at other times, as determined by VDOT, Contractors will be informed as to which accessories will be provided at each Designated VDOT Location.
 - b) If VDOT provides and installs plows on the Contractor's equipment, VDOT may also provide and install additional sets of lights. VDOT will not be responsible for providing or installing additional lights on the Contractor's equipment that include plows and spreaders provided and installed by someone other than VDOT.
- 7. The Contractor shall not perform, or offer to perform, any snow removal operations at the direction of any private individuals, firms, or corporations, while performing Operational Services with equipment being used under this Agreement. VDOT equipment or components shall never be used for private use. VDOT equipment or components shall only to be used on State Rights of Way as directed by VDOT.
- 8. The Contractor shall perform all Operational Services in such a manner as to satisfactorily remove snow and ice from assigned roadways under current weather conditions.
- 9. The Contractor shall pick up all VDOT-issued equipment from the Designated VDOT Location no later than the date provided in the District Special Terms and Conditions.
- 10. The Contractor shall return all VDOT equipment to the Designated VDOT Location no later than the date provided in the District Special Terms and Conditions.
- 11. The Contractor shall be in full compliance with all OSHA and VOSH personnel, equipment, and safety regulations.

B. LICENSED EQUIPMENT

1. The Contractor's equipment shall include: vehicles, fuel, chains, supplies, and any tools necessary to insure safe operation and safe equipment. Equipment shall be properly licensed and shall adhere to all applicable federal and state motor vehicle regulations. The Contractor shall maintain all required equipment in a condition that enables the Contractor to safely and effectively perform services throughout the duration of the Agreement. Any equipment failing to meet any of the Agreement standards, deemed to be inadequate, or requiring an inordinate amount of alterations, shall not have VDOT snow removal equipment /components installed, and shall not be allowed to perform work under this Agreement. The Contractor is not eligible for payment (at Standby Rate or at the Designated Rate) until equipment is brought into compliance by the Contractor, as solely determined by VDOT.
2. Equipment changes or substitutions during the term of the Agreement will only be considered for like equipment (example: replacing a broken-down 4X4 Pickup with an operable 4X4 Pickup) and must be approved by VDOT.
3. The Contractor shall ensure its equipment has the capacity to operate VDOT plows and spreaders once such equipment is installed. The Contractor is also responsible to insure that none of its equipment is overweight. On all equipment that is equipped with a chemical spreader, the Contractor shall have the tail lights visible and unobstructed by the spreader chute or free standing spreader stand legs. The Contractor shall also be responsible for ensuring the spreader is working properly, and that all warning signs are kept clean so that they can be read easily, and that all warning lights and backup alarms are operational at all times. For VDOT-provided spreaders, if tail light adjustment is needed to meet the requirements due to free standing spreader stand legs, VDOT may provide the lights and installation of the lights, but the Contractor, or representative of the Contractor, shall be responsible for the wiring of the lights into the truck lighting system. For private spreaders, the Contractor shall be responsible for lights, warning signs and installation. The Contractor shall ensure each Contractor-owned spreader is equipped with a prismatic lens sheeting sign, mounted and clearly visible, on the rear of the spreader which reads KEEP BACK 100 FEET.
4. Per the current version of the Virginia Work Area Protection Manual (WAPM) and subsequent revisions, each vehicle involved in Operational Services shall be equipped with at least one rotating amber light or high intensity amber strobe light, and shall be visible 360 degrees around the vehicle on which they are installed. Vehicle hazard warning lights can be used as a supplement, but shall not be used instead of rotating lights or strobe lights.
5. All single axle, tandem, and multiple axle trucks, dump or otherwise, to be rigged with VDOT-owned plows and/or spreaders, shall have a minimum 12,000 pound weight rating capacity for the front axle.

6. Contractor trucks to be rigged with VDOT-owned spreaders will be required to insure truck beds are level and free of any dents, damage, debris, or any other material that may obstruct smooth and safe loading of VDOT spreaders for those Designated VDOT Locations using portable spreader stands.
7. The Contractor shall be responsible for properly securing equipment and materials on their vehicles at all times.
8. The Contractor is responsible for all rigging and maintenance when vehicles with auxiliary equipment are provided by the Contractor.
9. The Contractor shall be responsible for providing cutting edges/blades for plows provided by the Contractor. The Contractor shall be required to replace blades as required and at the sole discretion of VDOT.
10. All contractors transporting equipment and materials in excess of legal size and gross vehicle weight rating (GVWR) are required to obtain and retain appropriate hauling permits in accordance with the Department of Motor Vehicle's Hauling Permit Requirements Manual.
 - a.) Contractors who are providing their own plows or spreaders for snow removal operations:
 - i. Contractors providing their own plows and spreaders must obtain appropriate hauling permits directly from the DMV. Contractors may contact DMV Hauling Permit section at 804-786-2787 for more details.
 - b.) Contractors carrying VDOT-owned plows and spreaders for snow removal operations:
 - i. VDOT will issue hauling permits at no charge for Contractor Trucks that are using VDOT-owned plows and spreaders. The "Effective Date" field and the field beneath "VDOT" for the Contractor company name shall be computer generated and printed at the time the hauling permit is issued. These two fields shall not be hand written on the hauling permit.
 - ii. The Contractor's VIN number can be computer generated or hand written, but must be entered to make each hauling permit specific to each truck.
 - iii. These hauling permits expire 1 year from the effective date entered.
 - iv. Hauling permits must be kept in the assigned vehicle and made available upon request.

11. The Contractor shall provide tire chains when needed for all Contractor provided equipment, including loaders and graders. In the event a Contractor's vehicle gets stuck, the Contractor shall immediately notify the Designated VDOT Location to which the Contractor is assigned. No payment at the Designated Rate or Standby Rate will be authorized until the vehicle is back in operating status. The Contractor, not VDOT, will be responsible for rescuing their equipment should it become stuck.
12. The name of the Contractor's company shall be displayed on both sides of equipment on all licensed equipment, including Supervisor vehicles while on VDOT right of way.
13. In the event the Contractor's equipment breaks down, the Contractor shall immediately notify the Designated VDOT Location to which the Contractor is assigned. No payment for that piece of equipment will be authorized until the equipment is back in operating condition. With VDOT's prior approval, the Contractor may substitute an equivalent piece of equipment. If this substitute equipment requires any VDOT rigging, there will be no payment made to the Contractor during rigging of the substitute equipment. VDOT may bill the Contractor the additional VDOT rigging time.
14. The Contractor is required to contact the Designated VDOT Location immediately if they are involved in an accident while performing snow removal operations. If the equipment is no longer able to perform the service, with VDOT's prior approval, the Contractor may substitute an equivalent piece of equipment. If this substitute equipment requires any VDOT rigging, there will be no payment made to the Contractor during rigging of the substitute equipment. No payment for that piece of equipment will be authorized for payment during downtime.
15. The Contractor shall be responsible for ensuring that all of their equipment is in full compliance with local, state and federal requirements, laws and standards and shall ensure their equipment meets all Federal Department of Transportation (USDOT) and Virginia State Inspection standards as applicable (prior to installation of VDOT equipment or components).
16. Contractor trucks and equipment that will be utilizing a VDOT electric plow and / or spreader shall have an alternator with a minimum output of 120 amps. Contractor trucks and equipment that have 24 volt systems shall have a dedicated 12 volt battery circuit / system for the electric plow and / or spreader. Failure to meet the above requirements will result in VDOT being unable to properly rig / wire the equipment; therefore, VDOT reserves the right to decline trucks and / or equipment not equipped with proper charging systems as outlined above.
17. The Contractor shall not leave their assigned routes for any reason without notifying the Snow Shift Supervisor or Monitor during times of staging for standby or during active snow removal operations, to include stopping for fuel or food. Any Contractor equipment found to not be in their assigned staging area or in their snow removal route without proper notification will be removed from the clock until the Contractor's equipment can be located. Leaving the assigned route or staging area without proper

notification may cause for equipment to be released from operations, removed from active call list, and/or the Agreement terminated.

C. UNLICENSED EQUIPMENT

1. The Contractor's equipment shall include: vehicles, fuel, chains, supplies, and any tools necessary to insure safe operation and safe equipment. Equipment shall adhere to all applicable federal and state motor vehicle regulations. The Contractor shall maintain all required equipment in a condition that enables the Contractor to safely and effectively perform services throughout the duration of the Agreement. Any equipment failing to meet any of the Agreement standards, deemed to be inadequate, or requiring an inordinate amount of alterations, shall not have VDOT snow removal equipment /components installed, and shall not be allowed to perform work under this Agreement. The Contractor is not eligible for payment (at Standby Rate or at the Designated Rate) until equipment is brought into compliance by the Contractor, as solely determined by VDOT.
2. Equipment changes or substitutions during the term of the Agreement will only be considered for like equipment (example: replacing a broken-down motor grader with an operable motor grader and must be approved by VDOT).
3. Per the current version of the Virginia Work Area Protection Manual (WAPM) and subsequent revisions, each vehicle involved in Operational Services shall be equipped with at least one rotating amber light or high intensity amber strobe light and shall be visible 360 degrees around the vehicle in which they are installed. Equipment hazard warning lights can be used as a supplement but shall not be used instead of rotating lights or strobe lights.
4. The Contractor is responsible for all rigging and maintenance when vehicles with auxiliary equipment are provided by the Contractor.
5. The Contractor shall provide tire chains when needed for all non-licensed equipment including loaders and graders. In the event a Contractor's vehicle gets stuck, the Contractor shall immediately notify the Designated VDOT Location to which the Contractor is assigned. No payment at the Designated Rate or Standby Rate will be authorized until the vehicle is back in operating status. The Contractor, not VDOT, will be responsible for rescuing their equipment should it become stuck.
6. In the event the Contractor's equipment breaks down, the Contractor shall immediately notify the Designated VDOT Location to which the Contractor is assigned. No payment for that piece of equipment will be authorized until the equipment is back in operating condition. With VDOT's prior approval, the Contractor may substitute an equivalent piece of equipment. If this substitute equipment requires any VDOT rigging, there will be no payment made to the Contractor during rigging of the substitute equipment. VDOT may bill the Contractor the additional VDOT rigging time.

7. The Contractor is required to contact the Designated VDOT Location immediately if they are involved in an accident while performing snow removal operation. If the equipment is no longer able to perform the service, with VDOT's prior approval, the Contractor may substitute an equivalent piece of equipment. If this substitute equipment requires any VDOT rigging, there will be no payment made to the Contractor during rigging of the substitute equipment. No payment for that piece of equipment will be authorized for payment during downtime.
8. The Contractor shall be responsible for ensuring that all of their equipment is in full compliance with local, state and federal requirements, laws and standards.

D. OPERATOR

1. The Contractor shall provide sufficient qualified operator(s) to insure continuous 24 hour per day Operational Services during a winter weather event as directed by the Designated VDOT Location. Operator(s) must be properly licensed and adhere to all applicable federal and state motor vehicle regulations.
2. Operator(s) shall wear safety attire while performing Operational Services. Safety attire shall be provided by the Contractor. Operator(s) shall wear a hard hat and safety vest/garment anytime the operator is out of the vehicle. Safety attire shall be in accordance with the Virginia Work Area Protection Manual.
3. Under no circumstances shall a Contractor, while performing under this Agreement allow, or be permitted to have, passengers under 18 years of age, ride in snow removal vehicles. Contractors observed allowing private or passengers under 18 years of age in vehicles during Operational Services may be issued a "Procurement Complaint Form", and the Agreement may be terminated and no payment will be made for demobilization fees. Animals are prohibited from riding in the vehicle during snow removal operations. No minors under the age of 18 will be allowed to perform Operational Services or be present on VDOT work site(s), including in the Contractor's vehicle, when and where this Agreement will be performed
4. To ensure the overall safety of all personnel and the traveling public, the Contractor is required to provide operators who are able to communicate using the English language, understand instructions provided using the English language, and read and understand maps and emergency road procedures. The operators shall be required to demonstrate that they are capable of understanding instructions in English for safe and effective operations. These instructions will include: plowing and spreading instructions; techniques appropriate to the route; detailed yard requirements such as standby area, parking areas and routes to follow, loading and unloading chemicals, road maps and VDOT snow maps, and emergency road procedures. If the operator is not capable of understanding these instructions, the Contractor will be notified and a replacement operator will be required. Until an appropriate replacement operator is put in place the Contractor will not be compensated.

5. It will be the Contractor's responsibility to provide operator(s) with valid licenses. When required for the equipment being operated, the operator of the equipment shall possess a valid Commercial Driver's License (CDL) with the proper endorsements, and shall have this license in their possession during operations of the vehicle. Failure to comply with this request constitutes unsatisfactory performance and may result in termination of the Agreement. VDOT reserves the right to spot check any operator's license at any time during Operational Services, and to check the validity of the license with Virginia's Department of Motor Vehicles at any time during the term of the Agreement.
6. The Contractor shall be responsible for establishing schedules so that any individual operator is not permitted to work more than 14 consecutive hours (to include standby) without having at least a 6-hour break. If the duration of the snow event requires it, the Contractor shall ensure that properly trained and licensed relief operator(s) are available to sustain 24 hour operations. Contractors that repeatedly fail to provide relief drivers will have their equipment removed from the active call-in list. Continued failure to adequately staff equipment may be cause for the Agreement to be terminated.
7. The Contractor shall be responsible for ensuring that all of their operators are in full compliance with local, state and federal requirements, laws and standards.
8. Contractors shall ensure all operators are properly trained in snow removal operations, including: snow removal and treating techniques, safety requirements, proper identification of snow removal areas, and proper communication of operation status with VDOT personnel. Contractor operators found to be plowing/treating roadways incorrectly, or plowing/treating privately owned roads or property, shall be released from operations until the Contractor can either replace the operator or ensure that the operator will perform as required. Contractor may be required to compensate VDOT for any improperly used materials and/or time used.

E. VDOT

1. The Department, when necessary, through the Designated VDOT Location supervisor or designee, will request equipment from the approved Snow Removal Equipment Services Agreement submitted and approved through <https://www.plow4va.com/>. VDOT reserves the right to determine the most effective and cost efficient method of responding to a snow removal event. VDOT reserves the right to solely use its own equipment and to use or not use any contracted equipment.
2. Prior to e-signing the Agreement by VDOT, each piece of offered equipment is subject to verification by VDOT personnel. The intent of the equipment verification process is to verify that the equipment provided physically matches what is registered by the Contractor and that it is suitable for winter operations. The location and time of verification and any needed re-verification shall be determined and performed at the convenience of VDOT. During the verification by VDOT personnel, a photo will be taken of each piece of offered equipment including: the registration, license plate,

Vehicle Identification Number (VIN), and a side and front profile of the vehicle. The Department reserves the right to reject any offered equipment. VDOT's review of Contractor equipment does not absolve the Contractor of its responsibilities to meet Federal and State equipment requirements. VDOT will perform an equipment verification during each successive renewal period.

3. If Contractor equipment fails the initial verification due to vehicle deficiencies, the Contractor shall have 10 business days to document any corrective action completed for a rejected vehicle to be re-verified. Any equipment not re-verified or scheduled for re-verification within 15 days of initial verification failure may be removed from the Contractor's application. Any equipment that will take an excessive amount of time for corrections to be made may be immediately removed from the application or substituted with like equipment.
4. If available, the Department may furnish A-Frames, snowplows, blades, spreaders and other equipment or components for Contractor equipment to be accepted and approved. VDOT will maintain and repair VDOT-owned equipment and components only.
5. VDOT will provide cutting edges/blades for all plows provided by VDOT.
6. The Contractor's trucks scheduled to receive VDOT spreaders shall report to the appropriate Designated VDOT Location with that vehicle's tailgate already removed. VDOT will not assist the Contractor in removing and/or reinstalling the tailgate. The Contractor shall not be compensated for the time spent removing and/or reinstalling the tailgate. Tailgates shall not be stored at any Designated VDOT Location.
7. VDOT-installed equipment and components, (snowplow hitch, wiring, lights, etc.), excluding plow and spreader, shall not be removed by the Contractor without VDOT's prior approval after initial installation until directed by VDOT. Once directed by VDOT, removal shall be done by an authorized VDOT representative or designee. Equipment shall be operational for snow removal at all times during the Term of the Agreement. Contractors that remove VDOT-installed equipment or components will not be eligible to receive the demobilization fee for that piece of equipment or component.
8. VDOT will provide all de-icing chemicals, sand, salt, and mixes to be used for snow and ice removal.

F. RIGGING EQUIPMENT

1. For vehicles submitted to be "first time" rigged with VDOT-provided equipment or components, VDOT will determine at its sole discretion, whether VDOT has the capability to rig the vehicles. When rigged by VDOT, all auxiliary equipment, controls, wiring, and incidentals required may be provided.

2. Each piece of equipment offered to be “first time” rigged by VDOT will be inspected by VDOT personnel. The inspection will be to insure the piece of equipment meets VDOT requirements. Equipment will be inspected to ensure that components are capable of supporting the installation of snow equipment, including, but not limited to: front axle capacity, frame, springs, shackles, interference with steering, brake or other components. Bumpers may require modification to permit the installation of a push frame mounted plow by cutting holes in the bumper for ears to protrude. If VDOT determines that the costs of rigging exceed the customary cost of installing the same equipment on typical VDOT equipment, VDOT may reject the vehicle submitted as ineligible for VDOT rigging. VDOT will maintain VDOT equipment and components only. If the equipment is to be “first time” rigged by VDOT, the Contractor shall permit VDOT, at its convenience, to mount, place, and maintain equipment or components, including but not limited to, plows and spreaders on the equipment deemed necessary for the efficient removal of snow and ice and to remove the same. The Contractor agrees to cooperate in the scheduling of rigging appointments, and to adhere to its scheduling commitments. When VDOT calls to schedule “first time” rigging, the Contractor shall, within 48 hours, either confirm the scheduled date or request an alternative date. If the Contractor fails to meet the scheduled time, VDOT reserves the right to schedule other Contractors and/or reject the Contractor’s equipment for rigging. If the Contractor misses a scheduled and confirmed appointment the Contractor is not eligible and shall forfeit the rigging fee in Section IV, Payment and Invoicing Items, D, Rigging Contractor Trucks with VDOT-Owned Equipment.
3. With VDOT approval, a Contractor who is capable, may “first time” rig their own trucks with a VDOT plow rack and its accessories using a certified welder, rather than have VDOT perform the rigging. VDOT must inspect and approve the vehicle for rigging prior to allowing installation with Contractor’s welder. After rigging, the equipment must be inspected and approved by VDOT. The Contractor must schedule appointments for inspection by VDOT and must receive final approval from VDOT for the completion of rigging by the date established by VDOT. VDOT reserves the right to request a copy of the certified welder’s Certificate at any time, and the Contractor shall comply with this request within 48 hours.
4. Contractor vehicles to be equipped with VDOT-provided equipment or components may also be “first time” rigged by VDOT on state premises or a VDOT Contractor. VDOT may provide all auxiliary equipment, controls, wiring, and necessities for the “first time” rigging and perform all the “first time” rigging work; however, the owner shall be responsible for making the electrical connections to the vehicle.
5. Due to the complexity and variation in vehicles and equipment, and the extreme conditions vehicles and equipment are subjected to, VDOT assumes no liability of any kind, either expressed or implied, regarding the installation of any VDOT-owned equipment or components either by VDOT staff or Contractors. The Contractor shall be responsible for inspecting all equipment or components installed by VDOT before the equipment is operating on the roadway.

6. If the snowplow obstructs the vehicle's headlights, Snowplow lights and brackets must be installed onto the hood of the vehicle. Brackets may be added to the snowplow A-Frame for lights. Installation of additional wiring and switches may be installed in the cab area of the equipment. VDOT will maintain and/or repair VDOT-owned equipment or components only.
7. The Contractor's personnel may be required to assist in installing VDOT plows and spreaders when called in for a snow event. Operators will be required to clean off excess salt and sand lumps from the top of spreader cage at the chemical pad before they are loaded, and during and after the event. It shall be the operator's responsibility to inspect any equipment and all loads on their vehicle prior to leaving the VDOT loading area, and before the equipment is operated on the roadway.
8. It shall be the responsibility of the operator to inspect the VDOT spreader to ensure it is secured properly, working properly, that all warning signs are kept clean so they can be read easily, and that all warning lights are operational at all times. The Contractor shall also be responsible for maintaining the fuel and oil levels in VDOT-provided spreaders for the duration of the storm event. VDOT will provide fuel and oil for any VDOT-owned spreaders. The Contractor shall provide fuel and oil for Contractor-owned spreaders.
9. It is the Contractor's responsibility to report any damage to VDOT's equipment, component, or property. As determined by VDOT, the Contractor shall be responsible and held liable for any damage to VDOT-owned equipment or components and property caused by the Contractor. Failure to report damage shall result in the issuance of a "Procurement Complaint Form" and other Agreement consequences.
10. If VDOT-owned equipment or components fail, the operator shall immediately report any malfunction which interferes with continued safe operation to the assigned Designated VDOT Location. If VDOT determines that the malfunction was not caused by the Contractor, and that the Contractor cannot continue working because the equipment or components require repair, the Contractor will be compensated for lost time at the Standby or Operational Rate (as specified by the District's Special Terms and Conditions) for the number of hours needed to complete the repair, or the remaining hours of the current shift, or the end of the snow/ice event, whichever is less. If VDOT determines the malfunction of the equipment or components was caused by the Contractor, the Contractor will not be compensated for lost time, will be held responsible for the equipment or component repair and replacement charges, and VDOT may issue a "Procurement Complaint Form".
11. The Contractor is responsible for the return of all VDOT equipment or components by the end of the snow season but no later than end of the Term of the Agreement.

G. AUTOMATIC VEHICLE LOCATION SYSTEM (AVL) EQUIPMENT FOR LICENSED EQUIPMENT

VDOT-approved Automatic Vehicle Location System (AVL): AVL is a mandatory requirement of this Agreement. For all licensed equipment and any unlicensed equipment if designated by the Department. AVL technology will help locate snow removal vehicles and equipment, document hours at work, miles traveled and provide the ability to locate vehicles in the event of an emergency, such as accident or stranding. The ability to easily locate equipment will vastly improve VDOT's ability to manage and deploy resources to "hot spots" and high priority areas during a severe weather event. Contractors that have AVL equipment that is inoperable or inaccessible to VDOT may not be allowed to perform services.

Part 1: (Cal/Amp Distributed Units)

- A. VDOT will provide each Contractor with the AVL ordering Portal information and installation instructions once their Agreement is accepted by VDOT.
- B. The Contractor must have the AVL device installed according to the installation instructions obtained from the designated VDOT service provider, and accessible to VDOT by the date specified in the District's Special Terms and Conditions ("AVL Activation Date"). AVL must remain installed and activated through the end of the Agreement Term. The AVL device for each piece of equipment is provided at no cost to the Contractor once. The period from the AVL Activation Date through the end of the Agreement Term is the "Activation Period". The Agreement is not final until the AVL unit is received, installed and properly reporting. The Contractor shall verify service is active by contacting the service provider and having the equipment signal tested.
- C. Contractor shall be responsible for compliance with all requirements necessary to activate and maintain AVL service with the designated VDOT service provider. In addition, the Contractor must ensure that the AVL service provider has all required and correct information and that all AVL service provider requirements continue to be met during the Term of this Agreement.
- D. The Contractor shall have the AVL equipment activated from the time the piece of equipment reaches the Designated VDOT Location, or at the staging location, whichever is earlier. AVL equipment must remain activated, operable, and accessible to VDOT until the Contractor is released from Operational Services. The Contractor will use the AVL equipment in accordance with the instructions provided by VDOT.
- E. In the event the Contractor's AVL equipment is inoperable, the Contractor shall immediately notify the Designated VDOT Location to which the Contractor is assigned. Payment for that piece of equipment will not be authorized until the AVL system is operable, accessible to VDOT to ensure accurate tracking, another

method of monitoring is implemented by the Department, or the Contractor has provided adequate documentation that the Contractor has worked with the Service Provider to alleviate the issue causing the unit not to register. No equipment will be called in until the AVL unit is reporting properly or another means of monitoring is established by the Department.

- F. It is the Contractor's responsibility to ensure that the units are registering prior to snow removal events by contacting the service provider or accessing their service account. AVL systems shall remain installed and in working order throughout the Snow Removal Season. VDOT will run periodic reports to establish which units are functioning correctly. During this testing period, the Contractor shall have his AVL unit installed and reporting correctly. Contractors will be given 10 days prior notice of specific testing dates. Contractor shall have 10 days to correct any deficiencies or document that the deficiencies are being corrected by the service provider. Failure to provide documentation may result in vehicle/equipment being permanently removed from the Active Call-In list and may be cause for the termination of the Contractor's Agreement.
- G. The Contractor shall be responsible for any loss or damage it causes to AVL equipment in its possession and shall pay for replacement costs.
- H. AVL Requirements:
 - 1. Contractor complies with all requirements of the AVL service provider.
 - 2. Contractor ensures that the AVL service provider is authorized to grant VDOT access to Contractor AVL data throughout the Activation Period.
 - 3. VDOT's access to AVL data during the Activation Period is continuous and uninterrupted throughout the Activation Period.
 - 4. VDOT will not be responsible for reinstallation charges should Contractor elect to change or reassign vehicles for any reason during the snow removal season.
 - 5. Contractor will notify VDOT and the AVL Service Provider of any reassignment of any of the AVL devices for the term of the Agreement.

Part 2: (VDOT Distributed Units) – Lynchburg District Only

- A. VDOT will provide the Contractor with AVL equipment and service for each licensed piece of equipment in this Agreement. The Contractor shall be fully responsible for AVL unit from the time it was provided to the Contractor, through April 30th, or until equipment is returned to VDOT, whichever is the earliest
 - 1. The Contractor shall have the AVL equipment turned on from the time the Contractor reaches the Designated VDOT Location, or at the staging location,

whichever is earlier. AVL equipment must remain on, operable, and accessible to VDOT until the Contractor is released from Operational Services.

2. The Contractor will use the AVL equipment in accordance with the instructions provided by VDOT.
3. If any AVL equipment becomes inoperable during the Operational Services, the Contractor shall contact the Designated VDOT Location immediately. No payment for that piece of equipment will be authorized until the AVL system is operable and accessible to VDOT to ensure accurate tracking.
4. The Contractor shall be responsible for any damage it causes to AVL equipment in its possession, and shall pay replacement cost if the equipment is not returned to VDOT in the same working condition as when received by Contractor.
5. The Contractor shall return all VDOT AVL Equipment as directed by the Designated VDOT Location.

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

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

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351, . The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written Agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it

deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Deleted
- R. **USE OF BRAND NAMES:** Deleted
- S. **TRANSPORTATION AND PACKAGING:** Deleted
- T. **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that they have insurance coverages. 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 Agreement and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Agreement shall be in noncompliance with the Agreement.
2. Employer's Liability - \$100,000.
3. Liability Coverage:

- a) Commercial General Liability - \$500,000 per occurrence for all entities formed as a Company is required. Commercial General Liability is to include bodily injury and property damage, personal injury and completed operations coverage. **The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.**
 - b) Farm Owner's Liability or Personal Liability - \$500,000 per occurrence is acceptable in lieu of Commercial General Liability Coverage if the entity is formed as a Sole Proprietorship and providing equipment not licensed with a principal function for travel on highways to be utilized under this Agreement (ie: loaders, motor graders, bobcats, etc.) Farm Owner's Liability or Personal Liability Coverage is to include bodily injury and property damage, personal injury and completed operations coverage. **The Commonwealth of Virginia shall be named as an additional insured and so endorsed on the Farm Owners Liability insurance. This endorsement is not required for Personal Liability Coverage)**
4. Automobile Liability - \$500,000 combined single limit. Is required for all Entities providing vehicles licensed with a principal function for travel on highways to be utilized under this Agreement. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle). **The Commonwealth of Virginia shall be named as an additional insured and so endorsed on the policy.**

U. **ANNOUNCEMENT OF AWARD:** Deleted

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 www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.
- 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:** Deleted
- 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.

III. SPECIAL TERMS AND CONDITIONS

- A. **AWARD**: Agreements will be accepted from compliant vendors for equipment needs of each Designated VDOT Location, as determined by VDOT in its sole discretion. To be eligible for acceptance, Bidders must meet all terms and conditions of the Agreement, must be responsible and responsive, must ensure that their equipment has passed VDOT verification and inspection, and must have completed all requirements for AVL activation. The Agreement is for an indefinite quantity of services, and VDOT does not guarantee the Contractor will be requested to provide services during the term of this Agreement. Prices that exceed the maximum hourly rate either set at the District or posted in this Agreement may be rejected.
- B. **BID PRICES**: Bid shall be in the form of a firm unit price for each item during the Agreement period

- C. **TERM OF AGREEMENT:** The Agreement period will be from the date of award through April 30th of the following year.
- D. **ADDITIONAL EQUIPMENT:** The Contractor may offer additional equipment after the Agreement is Approved by VDOT. If VDOT accepts the additional equipment, it will be added on a separate Agreement. If equipment is offered after the district's initial Agreement period, the first half of mobilization rate will not be paid.
- E. **REQUESTED HOURLY RATES:** A Bidder's requested hourly rate shall be submitted in <https://www.plow4va.com>. It is in VDOT's sole discretion to only hire the amount of equipment necessary to perform snow and ice removal operations. The Department, when necessary, through the Department's Residency Administrator or designee, will request equipment from the approved Agreement. VDOT reserves the right to determine the most effective and cost efficient method of responding to a snow removal event and to solely use its own equipment and/or to call in contracted equipment according to the location, rate and/or type of equipment required during any given snow removal event.
- F. **DELAYS IN AWARD:** Delays in award of an Agreement beyond the anticipated starting date may result in a change in the Agreement period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award an Agreement covering the period equal to or less than the initial term indicated in the solicitation
- G. **CANCELLATION OF AGREEMENT:** The purchasing agency reserves the right to cancel and terminate any resulting Agreement, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial Agreement period is for more than 12 months, the resulting Agreement may also be terminated by the contractor, without penalty, after the initial 12 months of the Agreement period upon 60 days written notice to the other party. Any Agreement 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.
- H. **ASSIGNMENT LOCATION PREFERENCE:** The Contractor may request to be assigned to a specific Designated VDOT Location, but VDOT does not guarantee any assignment to any location. Location assignments are made at VDOT's sole discretion.
- I. **VEHICLE INSPECTION, REGISTRATION and VERIFICATION:** All Contractor vehicles shall have a valid and current inspection and registration from the State where the vehicle is registered and each vehicle and piece of equipment must be properly insured according to VDOT's requirements. Contractor vehicles that are registered in a State that does not have a yearly state inspection shall have a valid Virginia State inspection sticker prior to award of the Agreement. A walk-around verification will be performed on equipment to be considered. The Contractor shall maintain all equipment to these standards throughout the Term of the Agreement. Vehicles offered that do not meet Local, DMV, State and Federal regulations for unlimited highway use, such as licensed "Farm Use" vehicles, will not be accepted for use under this Agreement.

J. INSURANCE REQUIREMENTS: The Contractor shall provide a Certificate of Insurance and Policy Declarations Pages for Automobile Liability in accordance with the requirements listed in Section II, General Terms and Conditions, T. Insurance.

1. The Policy Declarations Pages shall include the vehicle(s) listed on the insurance policy.
2. It shall be the Contractor's responsibility to ensure that the policy renewals of insurance coverage for his or her equipment and any subcontracted equipment does not lapse at any time during the Agreement term.
3. It is the Contractor's responsibility to ensure that the insurance provider submits documentation of any policy changes, renewals, or cancellation immediately upon effective date.
4. Any lapse in insurance coverage will result in the removal of the Contractor's name from the active call list until such time VDOT receives notice of renewal from the Contractor's insurance provider. A lapse in insurance coverage will affect the end of season mobilization payment.

K. WORKSITE DAMAGE/DAMAGE CLAIMS: Any damage to existing utilities, equipment, facilities, finished surfaces, guardrail, curb and gutter, paved shoulders, drainage, mailboxes, driveways or any other state or private property resulting from negligent work performed on this Agreement shall be repaired to the Department's satisfaction at the Contractor's expense. Claims made by VDOT as a result of this work will be referred to the Contractor for handling. The Contractor shall have 72 hours to respond to VDOT and provide written documentation as to the Contractor's intended resolution. Resolution may include, but not limited to, proof of remuneration of claim or proof of claim being turned over to the Contractor's insurance. VDOT may withhold payment from an invoice and or from the final demobilization payment to the Contractor until the claim is resolved. Failure to properly respond to and resolve damage claims constitutes unsatisfactory performance and may result in a Procurement Complaint being filed which may result in termination of the Agreement.

L. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this Agreement and all approved subcontractors that it may use. Subcontractors who perform work under this Agreement shall be responsible to the Contractor. The Contractor agrees to be fully responsible for the acts and omissions of subcontractors and of persons employed by them, as well as, the acts and omissions of their own employees.

M. SUBCONTRACTING: No portion of this Agreement shall be subcontracted without prior written consent of the Residency Administrator. In the event that the Contractor desires to subcontract part of the work specified herein, the Contractor shall furnish the Residency Administrator with the names, addresses, contact persons, qualifications, references, type(s) of work to be performed, and the experience of their proposed subcontractors for VDOT's approval. 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 Agreement.

- N. INDEMNIFY, DEFEND, AND HOLD HARMLESS:** Contractor agrees to indemnify, defend and hold harmless VDOT, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or inequity, arising from or caused by the ownership or use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or for any services of any kind or nature furnished by the Contractor.
- O. RENEWAL OF AGREEMENT:** This Agreement may be renewed by the Department for two successive one year periods under the terms and conditions of the original Agreement, except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Department's intention to renew shall be given approximately 90 days prior to the expiration date of the Agreement period.
1. If the Department elects to exercise the option to renew the Agreement for an additional one-year period, the agreement price(s) for the additional one year shall not exceed the Agreement price(s) of the original Agreement increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Department elects to exercise the option to renew the Agreement, the Agreement price(s) for the subsequent renewal period shall not exceed the Agreement price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- P. CONDUCT IN THE WORK PLACE:** VDOT has a standard of zero tolerance for all acts or threats of violence in the workplace or work location. VDOT will not tolerate any behavior by any employee, contractor, former employee, customer or any other person, which poses a threat to the safety and security of any VDOT employee while performing work. Any threat or act of violence will be taken seriously, handled expeditiously, and dealt with appropriately, which may include disciplinary action, termination, arrest, and prosecution. Unauthorized possession or use of firearms, or other dangerous weapons is prohibited.
- Q. SAFETY AND HEALTH STANDARDS:** It is a condition of the Agreement, and shall be made a condition of each subcontract entered into pursuant to the Agreement, that the Contractor and any Subcontractor shall not require any worker employed in performance of the Agreement to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the *Contract Work Hours and Safety Standards Act*. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the

Code of Virginia and the duties imposed under Section 40.1-51.1 of the *Code*. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. Safety vests shall be worn by all exposed to vehicular traffic and construction equipment. Standards and guidelines of the current *Virginia Work Area Protection Manual* shall be used when setting, reviewing and removing traffic controls. Flag persons shall be certified according to the Virginia Flagger Certification Program. No person shall be permitted to position themselves under any raised load or between hinge points of equipment without first taking steps to support the load by the placing of a safety bar or blocking. Explosives shall be purchased, transported, stored, used and disposed of by a Virginia Certified Blaster in possession of a current criminal history record check and a commercial driver's license with hazardous materials endorsement and a valid medical examiner's certificate. All federal, state and local regulations pertaining to explosives shall be strictly followed. All electrical tools shall be adequately grounded or double-insulated. Ground fault Circuit Interrupter (GFCI) protection must be installed in accordance with the *National Electrical Code* (NEC) and current Virginia Occupational Safety and Health Agency (VOSH) regulations. No person shall enter a confined space without training, permits and authorization. Fall protection is required whenever an employee is exposed to a fall six feet or greater.

- R. **MINORS ON WORK SITE:** No minors, under the age of eighteen, will be allowed on the VDOT work site(s) where this Agreement 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.
- S. **OPEN AND CONCEALED CARRY OF FIREARMS:** It is the policy of the Commonwealth that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, [Party} shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.

- T. 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 deem necessary due to unsuitable weather; for conditions considered unsuitable for the precaution of the work for any other condition or reason deemed to be in the public interest.
- U. ACCEPTANCE OF BID:** If vendor has been placed in default during the previous snow season under a Snow Removal Equipment Agreement or any other contract with the Department or through the Department of General Services, Division of Purchases and Supply, VDOT reserves the right not to enter a Snow Removal Equipment Agreement with the vendor for one year from the date of the default.
- V. TERMINATION:** This Agreement shall terminate on the date set forth in the Bid Acceptance Page as the end of the Term. The Agreement may be terminated prior to the end of the Term by VDOT in accordance with the Vendor's Manual, provided that VDOT reserves the right to terminate the Agreement for Default, effective upon actual or written notice delivered to the Contractor's address in the Agreement, if it is determined that such action is necessary to protect the health, safety, and welfare of the persons in the Commonwealth or that the default is not curable.
- W. SIGN-UP SESSIONS:** All Sign-up Session date(s) and time(s) are located in the District's Special Terms and Conditions. The purpose of this session is to allow the opportunity to present questions and obtain clarification relative to any facet of this Agreement. Assistance completing this Agreement and registration with SBSD for the designated "Small" certification for VDOT SWaM program may be provided. **No assistance will be provided with pricing rates.** While attendance will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you.
- X. SMALL, WOMAN, and MINORITY-OWNED BUSINESS (SWaM):** The goal of the Commonwealth is that more than 42% of its purchases be made from small businesses. "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) by the date of the services needed. This shall also include SBSD-certified women- and minority-owned businesses and businesses with DSBSD service disables veteran -owned status when they also hold a DSBSD certification as a small business.

To learn about the SWaM program and becoming certified with DSBSD, [click here](#) to send an email to the SWaM Advocate and the District Procurement Managers or call the following Procurement Personnel for assistance:

SWaM Advocate:	Opal Revels	(804) 371-6748
Bristol District Manager:	Diane Fair	(276) 696-3341

Central Office Manager:	Brenda Williams	(804) 786-2777
Culpeper District Manager:	Donna Backe	(540) 829-7470
Fredericksburg District Manager:	Margaret Sumiel	(540) 899-4807
Hampton District Manager:	Daniel Wilborn	(757) 956-3039
Lynchburg District Manager:	Donna McGuire	(434) 856-8128
Nova District Manager:	Cynthia Neher	(703) 259-3240
Richmond District Manager:	Kim Dobra	(804) 524-6312
Salem District Manager:	Michele Thompson	(540) 375-3557
Staunton District Manager:	Pam Sprouse	(540) 332-9206

You can also visit the following link:

<https://www.sbsd.virginia.gov/certification/division/swam>

Advantages to becoming SWaM certified:

SWaM-certified Contractors will have a priority status over non-SWaM-certified Contractors. Priority status means Contractors shall be called in first to work according to price, equipment needed to meet the Residencies snow and ice removal needs, and SWaM Certification.

Y. COVID-19 SAFETY MEASURES: The Contractor may be required to comply with the implementation of safety measures based on current circumstance and safety needs as defined by CDC and/or the Virginia Dept. of Health (VDH) and any future updates. These measures may include safe interactions with minimal or contactless procedures including:

1. Required face coverings and gloves when social distancing guidelines cannot be followed. Required personal protective equipment (PPE) will be provided by the Contractor.
2. Minimal contact or contactless check-in procedures when Contractors reports to the Designated VDOT Location and signs in.
3. Minimal contact or contactless equipment verification procedures for preseason equipment acceptance.
4. Minimal contact or contactless invoice processing and approval for payments of winter operations invoices.

5. Additional measures as defined by CDC and or the Virginia Dept. of Health.

Z. 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.

AA. ENVIRONMENTAL COMPLIANCE AND TRAINING REQUIREMENT: VDOT ENVIRONMENTAL TRAINING REQUIREMENT: In accordance with environmental commitments and MS4 permit requirements, VDOT offers virtual training videos for specific contractors in good housekeeping and pollution prevention associated with stormwater. Contractors shall have staff who will be performing work on VDOT Maintenance Facilities or in VDOT Right-of-Way watch two training modules available on VDOT's Training YouTube Channel.

- The VDOT Good Housekeeping and Pollution Prevention for Contractors Training is a 7-minute video that highlights general expectations of contractors working on VDOT Maintenance Facilities and Right-of-Way. Video link: <https://youtu.be/UMjwckifRz8>
- The VDOT Illicit Discharge Detection and Elimination (IDDE) Online Training Course is a 7-minute video that covers proper procedures for identifying and reporting potential illicit discharges discovered in the VDOT Right-of-Way during work operations. Video link: https://youtu.be/mDAd4C_iI38

Contractors shall submit within 30 days of The Agreement award or modification a signed statement acknowledging that staff has viewed the training videos. The statement is to be submitted to both the VDOT Contract Administrator and the Environmental Compliance Group at ENVCOMPLIANCE@vdot.virginia.gov. The statement shall include the company name, Agreement name/number, date(s) of training, and number of employees who viewed each training video. For multi-year contracts, the contractor shall submit an updated statement each year with information for new staff trained since the previous training.

IV. PAYMENT AND INVOICING

A. HOURLY RATE:

1. The Contractor's equipment will be paid for at the unit price per hour for Operational Services performed in accordance with the line item submitted and approved through the <https://www.plow4va.com> approved Agreement. The Designated Rate shall include the cost for vehicles, equipment, miscellaneous equipment, operators, fuel, supplies,

tools, chains, and any other equipment or incidentals needed to perform the contracted services. The Designated Rate shall be quoted in whole dollars only.

2. **At no time after submission of offer and the Department's approval/award will the Contractor be permitted to change or adjust the Designated Rate(s).**

B. STANDBY RATE:

1. VDOT will pay the Contractor a standard Standby Rate of 50% of the Designated Rate per hour during the authorized standby periods prior to the event starting, after reporting to the Designated VDOT Location and signing in. The Standby Rate will also be paid for cleaning of equipment that contains a VDOT spreader. In this instance a maximum of two hours will be paid.
2. Standby periods shall be during loading and unloading, staging, and any assignment other than actual plowing and/or spreading operations.
3. Standby Rates/payment shall cease for each piece of equipment at the commencement of actual Operational Services or at the release of equipment from use.

C. OPERATIONAL RATE (If Applicable):

1. In approved Districts, Operational Rate will be used in place of Hourly and Standby Rates. The Contractor's equipment will be paid for at the unit price per hour for authorized standby periods prior to or during events and for Operational Services performed in accordance with the line item submitted and approved through the <https://www.plow4va.com> approved Agreement. The Operation Rate shall include the cost for vehicles, equipment, miscellaneous equipment, operators, fuel, supplies, tools, chains, and any other equipment or incidentals needed to perform the contracted services.

D. RIGGING CONTRACTOR TRUCKS with VDOT-OWNED EQUIPMENT:

1. Initial Installation on trucks that have not been rigged in previous years:
 - a) Rigging performed by the Contractor: VDOT will pay the Contractor a one-time rigging fee per truck for initial ("first time") installation only if the completed rigging is finally inspected and approved by VDOT in accordance with Section I, Snow Removal Operations, Item F, Rigging Equipment, 3. First time rigging fee payment will be located in the District's Special Terms and Conditions.
 - b) Rigging performed by VDOT Forces or VDOT Contractor: VDOT will pay the Contractor a lump sum when the vehicle is rigged in the VDOT shop or a VDOT Contractor's shop in accordance with Section I, Snow Removal Operations, Item

F, Rigging Equipment, 4. The Rigging fee payment by VDOT will be located in the District's Special Terms and Conditions.

2. Subsequent Alterations on trucks that have been rigged in previous years:
 - a) Alterations performed by the Contractor: VDOT will pay the Contractor a one-time alteration fee per truck for alterations if finally inspected and approved by VDOT in accordance with Section I, Snow Removal Operations, Item F, Rigging Equipment, 3. The one-time Alteration fee payment will be located in the District's Special Terms and Conditions.
 - b) Alterations performed by VDOT Forces or VDOT Contractor: VDOT will pay the Contractor a one-time lump sum per truck when the vehicle is altered in the VDOT shop or VDOT Contractor's shop in accordance with Section I, Snow Removal Operations, Item F, Rigging Equipment, 4. The Alteration fee payment by VDOT will be located in the District's Special Terms and Conditions

E. MOBILIZATION PAYMENT:

1. Mobilization, if offered in this Agreement, is designed to offset the cost associated with, but not limited to, acquisition of equipment, insurance, training, picking up or dropping off equipment and any work involved in the preparation of this Agreement. Prior to December 31st, VDOT will authorize payment in the amount of 50% of the mobilization rate for each piece of accepted equipment (except Supervisor Vehicle or Equipment marked with a N/A) according to the mobilization rate listed, provided all of the following criteria have been met and documented:

- a) A completed Snow Removal Equipment Agreement and all completed attachments is submitted by the Contractor in <https://www.plow4va.com/> by the date set forth as the Deadline on the eVA solicitation posting.
- b) Certificate of Insurance with required coverage and endorsement submitted with the Agreement.
- c) Equipment was presented for verification on schedule and was approved by VDOT.
- d) Equipment was successfully rigged by the date specified in the District's Special Terms and Conditions (*if applicable*).
- e) Contractor picked up VDOT-issued equipment or components no later than the date specified in the District's Special Terms and Conditions.
- f) Contractor's personnel attended required training/orientation, if applicable.
- g) Contractor provided acceptable method of vehicle communication with VDOT.

- h) Current copy of vehicle registration was provided by with the Agreement.
- i) AVL was activated by the AVL Activation Date set forth in Agreement I Snow Removal Operations, Item G AVL Equipment, Part 1.
- j) Anytime during the Agreement Term where the Contractor never shows up for a “Call-In Notification”, at the discretion of VDOT, the Contractor may be responsible for the return of funds up to the total amount of the mobilization fee.

2. The remaining 50% of the mobilization rate will be paid for each piece of equipment according to the mobilization rate listed, provided all of the following criteria have been met and documented:

- a) No Procurement Complaint forms were issued against the Contractor.
- b) Required insurance was received and maintained during the term of the Agreement.
- c) Contractor did not remove VDOT-installed equipment or components. *(If applicable)*
- d) Returned all VDOT-owned issued equipment or components in the condition received, less normal wear and tear by the date specified in the District’s Special Terms and Conditions.
- e) Contractor complied with all Terms and Conditions of the Agreement during the Agreement Term
- f) All requirements from the first 50% mobilization were met and the Contractor received payment.

F. INVOICING AND PAYMENT

- 1. VDOT representative or designee will complete a time log at the Designated VDOT Location recording daily hours worked for each vehicle and piece of equipment. This form will be used to process payments. VDOT reserves the right to valid any payments for snow and ice removal operations using; in logs sheet, time sheets, AVL logs, snow removal Monitor’s notes, and any other source to ensure satisfactory services were received and proper payment is made to the Contractor.
- 2. The Contractor shall have the VDOT-approved Automatic Vehicle Location System (AVL) equipment turned on from the time the Contractor reaches the Designated VDOT Location or at the staging location, whichever is earlier. AVL equipment must remain on, operable and accessible to VDOT until the Contractor is released from Operational Services. No payment for that piece of equipment will be authorized until the AVL system is operable and accessible to VDOT to ensure accurate tracking.

3. The Contractor must notify the Designated VDOT Location in writing within 3 business days of any change in the Contractor's address and/or telephone number. In addition, address changes must be corrected through eVA by the Contractor. The Contractor shall submit all change notifications to the supervisor at the Designated VDOT Location.
4. The Contractor is on notice that VDOT uses the Hired Equipment Time Tracking System (HETTS), in the Severe Weather Application System (SWAS) which generates an invoice. It is VDOT's requirement that Contractors use the HETTS system-generated invoice. The HETTS system-generated invoice will be generated semi-monthly for work that has been performed on completed events. This invoice will include work that has been completed to-date and has not been processed for payment. The HETTS system-generated invoice must be verified and signed by the Contractor within 5 days of being informed that the invoice is ready for signature so that payment can be processed by VDOT in a timely manner. VDOT will inform the Contractor of the designated location where invoices will be signed, or the invoices may be faxed, or scanned and emailed to the Contractor for signature. Invoices not signed within 10 days will be mailed to the Contractor for signature and must be returned to the VDOT-designated location.
5. Email approvals may be requested by VDOT for winter operations in place of physical signatures due to COVID19. Signing this Agreement will certify that the email with which a contractor entered this Agreement is the Contractor's business email and what the Contractor will be receiving invoices at this address if email approvals are used by VDOT. Invoice approvals will only be valid if sent from this same email address. The Contractor will provide the following language for approval email invoice approval: "I, Joe Smith, approve invoice XXXXX, dated XX/XX/XXXX for \$XXX.XX."
6. Payments for the services provided by the Contractor will be processed in accordance with the *Code of Virginia* §2.2 4350. Vendors will be paid for goods or services thirty calendar days after the receipt of a proper invoice, or thirty days after the receipt and satisfactory acceptance of goods or services, whichever is later. The date that the Contractor or his designee sign the completed Hired Equipment Contract Time Record and Invoice will be considered the official invoice receipt date for payment processing purposes.