Issue Date: August 1, 2016

Issuing Agency: Commonwealth of Virginia
Virginia Department of Transportation (VDOT)
Harrisonburg Residency Office
3536 North Valley Pike
Harrisonburg, VA 22802
Attention: Kenneth Flick

Agreement must be submitted by September 1, 2016 at 9:00 AM, for Furnishing the Services Described in the Snow Removal Equipment Services Agreement. VDOT may assist the Contractor with providing the information required in the Bid (except bid pricing).

All inquiries for information must be submitted via email to: Kenneth Flick, Contract Manager, Kenneth.flick@vdot.virginia.gov

Agreement must be mailed, hand delivered, or sent by FAX. Agreements that are mailed, hand delivered or sent by FedEx, UPS or other courier, send directly to issuing Agency at the address shown above. If Agreements are sent by fax, fax to 540-433-7424.

In compliance with the Snow Removal Equipment Services Agreement (“Agreement”) and all the conditions imposed therein, the undersigned submits this Agreement and agrees to furnish the services in accordance with the Agreement at the price(s) indicated in the enclosed Rate Schedule (Attachment A of the Agreement). I certify that I am authorized to sign this Agreement on behalf of:

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<th>INDIVIDUAL / CONTRACTOR</th>
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<td>Name:</td>
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<td>Company Name:</td>
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Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

ACCEPTANCE PAGE
(To Be Completed by VDOT)

Agreement Number: Snow Removal 2016 - 2017
VDOT Location: _______________

This Snow Removal Equipment Services Agreement (“Agreement”) is signed by an authorized representative of the Virginia Department of Transportation (“VDOT”), and is entered into this __________ day of __________, 20______, (“Effective Date”) by and between ______________________________ (“Contractor or Vendor”) and VDOT.

The Term of this Agreement shall be from the Effective Date through June 30 of the year following the year of the Effective Date.

This Agreement consists of the following documents:
• Snow Removal Equipment Agreement Services Agreement, signed by the Contractor/Vendor
• Bid Acceptance Page, signed by VDOT
• Snow Removal Equipment Services Agreement Terms and Conditions
  I. Snow Removal Operations
  II. General Terms & Conditions
  III. Special Terms & Conditions
  IV. Payment & Invoicing
• Attachment A – Rate Schedule
• Attachment B – Vendor Qualification
• Attachment C – Vendor Location Preference
• Attachment D – Vendor’s Equipment List
• Attachment E – VDOT Owned Equipment
• Attachment F – VDOT Owned AVL Equipment
• Attachment G - VA State Corporation Commission Form

I certify that I am authorized to sign this document of behalf of:

VIRGINIA DEPARTMENT OF TRANSPORTATION

Name: Kenneth Flick

Title: Contract Manager

AHQ/Residency/District: Harrisonburg/Staunton

Phone Number (with Area Code): (540) 434-2587

Fax Number (with Area Code): (540) 433-7424

E-mail: Kenneth.flick@vdot.virginia.gov

Signature and Date (INK)

*FOR VDOT USE ONLY!!! Do NOT write in this space.
Date Stamp when Received by VDOT ________________
CHECK RESIDENCY:
☐ __________ RESIDENCY
☐ __________ RESIDENCY
Cardinal Vendor ID ________________
The purpose of this Snow Removal Equipment Services Agreement ("Agreement") is to obtain a commitment from a qualified Contractor who will 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 request 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 Attachment D, along with experienced driver(s)/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 from 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 Contract.

2. The Contractor shall provide Operational Services at locations within the Area Headquarters, Residencies and Districts listed on the Acceptance Page above. 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 “VDOT Location” in the Agreement.

3. The Contractor will be paid the hourly rates listed in Attachment A ("Designated Rate(s)") for equipment with driver/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 Designated Rate.

   a) Standby payment will begin when each piece of equipment and driver/operator reports to the VDOT Location and continues during the time the equipment and driver/operator remain in the staging process but are 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 driver/operator from use.

   c) Work under this Agreement at the Designated Rate shall commence when VDOT directs the Contractor’s equipment driver/operator to perform active Operational Services. Work at the Designated Rate under this agreement shall cease when VDOT directs the Contractor’s equipment driver/operator to stop active Operational Services, or to go on standby.

4. 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 VDOT Location. VDOT will establish and advise the Contractor of the time for reporting during this Call-In Notification.

   a) The Contractor’s driver/operator shall be required to report to the assigned VDOT Location with equipment within __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 driver/operators shall report to the assigned VDOT Location with all equipment, fuel and any other incidentals needed to provide immediate Operational Services.

5. The Contractor shall permit the Department at its discretion to mount, place, remove and maintain VDOT machinery or devices, including but not limited to, plows, A-frames, lights and spreaders on the Contractor’s equipment described in Attachment E. VDOT will determine and schedule the time at which VDOT machinery or devices will be installed on the Contractor’s equipment. VDOT will maintain VDOT machinery or devices 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. Each VDOT Location will inform the Contractor which accessories will be provided at VDOT informational meetings and at other times as determined by VDOT.

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 includes plows and spreaders provided and installed by someone other than VDOT.

6. While performing Operational Services under this Agreement, the Contractor shall not perform or offer to perform any snow removal operations at the direction of any private individuals, firms, or corporations, using equipment being utilized under this Agreement. VDOT machinery or devices shall never be used for private use. VDOT machinery or devices shall only to be used on State Rights of Way as directed by VDOT.

7. The Contractor shall perform all Operational Services in a manner to satisfactorily remove snow and ice from assigned roadways under current weather conditions.

8. The Contractor shall pick up all VDOT issued equipment from the VDOT Location no later than October 21, 2016.

9. a) The Contractor shall return all VDOT equipment to the VDOT Location by April 28, 2017 as listed in Attachment E.

10. The Contractor shall be in full compliance with all OSHA and VOSH personnel, equipment, and safety regulations.

B. 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 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 (as standby 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. On all equipment that is equipped with a chemical spreader the Contractor shall have the taillights visible and not blocked 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 taillight 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.

4. Per the current 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. 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 or damage, debris or any other material that may obstruct smooth and safe loading of VDOT spreaders for those 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 may be required to replace blades as required by VDOT at its sole discretion.

10. 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 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 condition. The Contractor, not VDOT, will be responsible for rescuing their equipment should it become stuck.

11. In the event the Contractor’s equipment breaks down, the Contractor shall immediately notify the 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.

12. The contractor is required to contact the VDOT assigned 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.
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

13. The Contractor shall be in full compliance with all applicable Federal Motor Carrier Safety Administration requirements, laws, and standards.

C. DRIVER/OPERATOR

1. The Contractor shall provide sufficient qualified and trained driver(s)/operator(s) to insure continuous 24 hour per day Operational Services during a winter weather event as directed by the VDOT Location. Driver(s)/Operator(s) must be properly licensed and adhere to all applicable federal and state motor vehicle regulations. See Special Term and Condition F, Vehicle Inspection and registration.

2. Driver(s)/Operator(s) shall be at least 18 years of age and capable of working days and nights. No minors under the age of 18 will be allowed to perform Operational Services or to be present on VDOT work site(s), to include in the Contractor’s vehicle, when and where this Agreement will be performed.

3. Driver(s)/Operator(s) shall wear safety attire while performing Operational Services. Driver(s)/Operator(s) shall wear a hard hat and safety vest/garment anytime the driver/operator is out of the vehicle. Safety attire shall be in accordance with the Virginia Work Area Protection Manual.

4. Under no circumstances shall a Contractor, while performing under this Agreement, allow or be permitted to have private or minor-aged passengers ride in snow removal vehicles. Contractors observed allowing private or minor-aged passengers in vehicles during Operational Services may be issued a “Vendor Complaint Form” and the Agreement may be terminated with no payment, including demobilization fees due to the Contractor.

5. To ensure the overall safety of all personnel and the traveling public, the Contractor is required to provide drivers/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 drivers/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 driver/operator is not capable of understanding these instructions, the Contractor will be notified and a replacement driver/operator will be required. Until an appropriate replacement driver/operator is put in place the Contractor will not be compensated.

6. It will be the Contractor’s responsibility to provide valid-licensed driver(s)/operator(s). When required for the equipment being operated, the driver/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 driver/operator’s license 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.

7. The Contractor shall be responsible for establishing schedules so that any individual driver/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 driver(s)/operator(s) are available to sustain 24 hour operations.
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

D. CONTRACTOR PROVIDED SUPERVISOR (OPTIONAL USE)

- VDOT will use this section of the Agreement.
- X VDOT will NOT use this section of the Agreement.

1. Any Contractor who offers and provides four (4) or more vehicles and/or equipment to the same VDOT Location shall also provide Supervisors for each shift with a 4-wheel drive vehicle and his/her own cell phone when requested by the assigned VDOT Location Superintendent or Shift Supervisor. This requirement includes equipment added on separate Agreements. The number of Supervisors required shall be:
   a) If providing 4-10 contracted vehicles/equipment: one Supervisor with vehicle per shift.
   b) If providing 11-19 contracted vehicles/equipment: two Supervisors with vehicle per shift.
   c) If providing 20 or more contracted vehicles/equipment: three Supervisors with vehicle per shift.

2. Contract Supervisor responsibilities shall be to ensure their drivers sign in properly, have the necessary equipment, know their assigned routes, and plow according to VDOT standards. The standards will be presented at the snow removal training sessions. Contract Supervisors will be required to inspect the routes during all Operational Services. Contract Supervisors must remain in telephone contact with the assigned VDOT Location at all times during Operational Services. Contract Supervisors must be able to communicate effectively in English.

3. VDOT reserves the right to assign Contractor Supervisors to another area and/or other equipment to monitor road conditions.

E. VDOT

1. The Department when necessary, through the VDOT Location supervisor or designee, will request equipment from Attachment D. 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 utilize its own equipment and to use or not use any contracted equipment.

2. Prior to signing the Agreement by VDOT, each piece of offered equipment is subject to inspection by VDOT personnel. The inspection is to ensure the equipment meets all Federal Department of Transportation (USDOT) and Virginia State Inspection standards as applicable (prior to installation of VDOT machinery or devices). The location and time of inspection and any needed re-inspection shall be determined and performed at the convenience of VDOT. 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.

3. If necessary, the Department may furnish A-Frames, snowplows, blades, spreaders and other machinery or devices, for equipment described in Attachment D. VDOT will maintain and repair VDOT owned machinery and devices only.

4. VDOT will provide cutting edges/blades for all plows provided by VDOT.

5. The Contractor’s trucks scheduled to receive VDOT spreaders shall report to the appropriate 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 VDOT Location.

6. VDOT installed machinery and devices, (snow plow hitch, wiring, lights, etc), excluding plow and spreader, shall not be removed by the Contractor without prior VDOT approval after initial installation until
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

April 30. 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 machinery or devices will not be eligible to receive the demobilization fee for that piece of machinery or device.

7. VDOT will provide all de-icing materials to be used for snow and ice removal.

F. RIGGING EQUIPMENT

1. For vehicles submitted to be “first time” rigged with VDOT provided machinery or devices, VDOT will determine in its sole discretion whether it 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 and other components. Bumpers may require modification to permit the installation of a push frame mounted by cutting holes in 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 machinery and devices 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 machinery or devices, 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, Paragraph D.

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 October 21, 2015. 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. See Section IV, Payment and Invoicing, Paragraph D for rigging fees.

4. Contractor vehicles to be equipped with VDOT-provided machinery or devices 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, except the owner shall be responsible for making the electrical connections to the vehicle. See Payment and Invoicing, Paragraph D for rigging fees.

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 machinery or devices either by VDOT staff or Contractors. The Contractor shall be responsible for inspecting all machinery or devices installed by VDOT before the equipment is operating on the roadway.
6. If the snow plow obstructs the vehicle’s headlights, either the hood may require holes drilled in it for the purpose of mounting snow plow, lights and brackets or brackets may be added to the snow plow A-Frame for lights. Installation of additional wiring and switches may be installed in the cab area of equipment. VDOT will maintain and/or repair VDOT owned machinery or devices only.

7. The Contractor’s personnel shall assist in installing VDOT plows and spreaders when called in for a snow event. Drivers/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 driver/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 driver/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 machinery or devices and property. As determined by VDOT, the Contractor shall be responsible and held liable for any damage to VDOT owned machinery or devices and property caused by the Contractor. Failure to report damage shall result in the issuance of a “Vendor Complaint Form” and other contract consequences.

10. If VDOT owned machinery or devices fail, the driver shall immediately report any malfunction which interferes with continued safe operation to the assigned VDOT Location. If VDOT determines that the malfunction was not caused by the Contractor and that the Contractor cannot continue working because the machinery or devices require repair, the Contractor will be compensated for lost time at the stand-by rate 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 machinery or device was caused by the Contractor, the Contractor will not be compensated for lost time, will be held responsible for machinery or device repair and replacement charges and VDOT may issue a “Vendor Complaint Form”.

11. The Contractor is responsible for the return of all VDOT machinery or devices by the end of the snow season but not later than end of the Term of the Agreement.

G. AUTOMATIC VEHICLE LOCATION SYSTEM (AVL) EQUIPMENT

_____ VDOT will use Part 1 of the Agreement.
_____ VDOT will use Part 2 of the Agreement.
_____ X VDOT will NOT use this section of the Agreement.

VDOT approved Automatic Vehicle Location System (AVL): Specified AVL technology is available that 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.

Part 1:

A. AVL is a mandatory requirement of this Agreement. The Contractor must have the AVL installed, activated through a separate AVL service provider designated by VDOT and accessible to VDOT by _______N/A_______, 20__ (“AVL Activation Date”). AVL must remain installed and activated
through the end of the Agreement Term. The period from the AVL Activation Date through the end of the Agreement Term is the “Activation Period”.

B. Contractor shall be responsible for compliance with all requirements necessary to active 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. For example, the contractor must ensure that the correct and current vehicle identification number is entered in the AVL system and is accessible to VDOT to ensure accurate tracking and to avoid delays in payment.

C. VDOT may provide an incentive payment for the Contractor to purchase or reactivate VDOT approved AVL units for installation in each VDOT-approved contracted vehicle or equipment. To be eligible for any AVL incentive payment the Contractor must comply with the requirements listed in paragraph D below. In addition, the Contractor must purchase and activate or reactivate the required AVL by N/A in order to be eligible to receive the initial 50% installment of the incentive payment. If the Contractor met all the requirements in paragraph D below, the Contractor will be eligible to receive the final 50% installment of the AVL incentive payment after the end of the Term of the Agreement.

D. Incentive payment 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. Contractor fully pays the AVL service provider in a timely manner for all services provided;

4. VDOT’s access to AVL data during the Activation Period is continuous and uninterrupted throughout the Activation Period.

E. VDOT will provide the incentive one time per vehicle upon initial AVL installation and will not be responsible for reinstallation charges should Contractor elect to change or reassign vehicles for any reason during the snow removal season.

Part 2:

A. VDOT will provide the Contractor with AVL equipment and service for each vehicle in this Agreement. The Contractor shall be fully responsible for AVL equipment during the period of October 1st or when provided to Contractor, through April 30th or until equipment is returned to VDOT.

1. The Contractor shall have the AVL equipment turned on from the time the Contractor reaches the VDOT Location or at the staging location, whichever is earlier and it must remain on and operable until the Contractor is released from Operational Services. The Contractor will utilize the AVL equipment in accordance with the instructions provided by VDOT.

2. If any AVL equipment becomes inoperable during the Operational Services, the Contractor shall contact the assigned VDOT Location immediately.

3. 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.
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

4. The Contractor shall return all VDOT AVL Equipment as directed by the VDOT Location by N/A, 20 . This is to include, but is not limited to, iPhone, charger, phone mount, etc. See Attachment F.

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 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 “Vendors Manual” on the vendors tab.

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 and any litigation with respect thereto shall be brought in the 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 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, 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 these requirements.

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.
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

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:** 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.

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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. 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) A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the Commonwealth 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
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

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
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

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

The Contractor shall provide a Certificate of Insurance showing the following coverage:

1. **Workers’ Compensation** – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. **Employer’s Liability - $100,000**

3. **Liability Coverage:**
   
a) Commercial General Liability - $500,000 per occurrence for all entities formed as a Company is required. Commercial General 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 policy.

   b) Farm Owner’s Liability or Personal Liability - $500,000 per occurrence is acceptable in lieu of Commercial General Liability 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 contract (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
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

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 contract. *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:** 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, 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:** The eVA internet electronic procurement solution, website 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 eProcurement solution by completing the free eVA Vendor Registration.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES:** 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 non-stock 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
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

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.

III. SPECIAL TERMS AND CONDITIONS

A. **AWARD**: Agreements will be accepted from compliant vendors, for equipment needs of each 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 inspection, and must have completed all requirements for AVL activation if required. 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 or negotiated at the sole discretion of VDOT.

B. **ADDITIONAL EQUIPMENT**: The Contractor may offer additional equipment after the Agreement is signed by VDOT. If VDOT accepts the additional equipment it will be added to a separate Agreement. If equipment is offered after December 31, 2016, the first half of mobilization rate will not be paid.

C. **REQUESTED HOURLY RATES**: A Bidder’s requested hourly rate shall be submitted on Attachment A. 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 Attachment D herein. VDOT reserves the right to determine the most effective and cost efficient method of responding to a snow removal event and to solely utilize 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.

D. **ASSIGNMENT LOCATION PREFERENCE**: The Contractor may request to be assigned to a specific VDOT Location but VDOT does not guarantee any assignment to any location. Location assignments are made at VDOT’s sole discretion.

E. **VEHICLE INSPECTION AND REGISTRATION**: All Contractor vehicles shall have a valid 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. The Contractor’s vehicles, equipment and drivers/operators shall be in compliance with all applicable Division of Motor Vehicles (DMV), State and Federal laws and regulations. A walk around inspection 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 DMV, State and Federal regulations for unlimited highway use, such as licensed “Farm Use” vehicles will not be accepted for use under this Agreement.

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.

F. **INSURANCE REQUIREMENTS**: The Contractor shall provide a Certificate of Insurance in accordance with the requirements listed in Section II, General Terms and Conditions, T. Insurance.

1. The Agreement is not valid until this Agreement is signed by both parties and the correct insurance requirements have been met.

Form M-7B,
Revised June 2016
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.

G. WORKSITE DAMAGE: Any damage to utilities, equipment, 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.

H. DAMAGE CLAIMS: The Contractor shall be responsible for resolution of any and all claims. Claims made to VDOT as a result of this work will be referred to the Contractor for handling. Failure to properly respond to and resolve property claims constitutes unsatisfactory performance and may result in termination of the Agreement.

I. 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 utilize. 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. The Contractor shall provide a copy of the Subcontractor’s Certificate of Insurance with the appropriate insurance coverage to the Residency/District Office prior to execution of the Agreement.

J. 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 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.

K. 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.

L. RENEWAL OF CONTRACT: This Agreement may be renewed by the Department for two successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the 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 contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the Agreement price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W 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 contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

M. **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.

N. **SAFETY AND HEALTH STANDARDS:** It is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any Sub-Contractor shall not require any worker employed in performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety, as determined under construction safety and health standards promulgated by the US Secretary of Labor in accordance with Section 107 of the Contract Work Hours and Safety Standards Act. The Contractor shall comply with the Virginia Occupational Safety and Health Standards adopted under Section 40.1-22 of the Code of Virginia and the duties imposed under Section 40.1-51.1 of the Code. Any violation of the requirements or duties that is brought to the attention of the Contractor shall be immediately abated. Additionally at a minimum, all Contractor personnel shall comply with the following, unless otherwise determined unsafe or inappropriate in accordance with OSHA regulations: Hardhats shall be worn while participating in or observing all types of field work when outside of a building or outside of the cab of a vehicle, and exposed to, participating in or supervising construction. Respiratory protective equipment shall be worn whenever an individual is exposed to any item listed in the OSHA Standards as needing such protection unless it is shown the employee is protected by engineering controls. Adequate eye protection shall be worn in the proximity of the grinding, breaking of rock and/or concrete, while using brush chippers, striking metal against metal or when working in situations where the eyesight may be in jeopardy. 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.

O. **VDOT ISSUED MACHINERY OR DEVICES:** 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 machinery or devices either by VDOT staff or Contractors. The Contractor shall be responsible for inspecting all machinery or devices installed by VDOT before the equipment is operated on the roadway.

P. **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, VDOT reserves the right not to enter a Snow Removal Equipment Agreement with the vendor for one year from the date of the default.

Q. **TERMINATION:** This Agreement shall terminate on the date set forth in the Bid Acceptance Page as the end of the Term. If the Agreement is renewed, it will terminate on the date set forth in the Renewal Agreement.
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

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.

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 process listed in Attachment A (“Designated Rate”). The Designated Rate shall include the cost for vehicles, equipment, miscellaneous equipment, drivers, operators, fuel, supplies, tools, chains, and any other equipment or incidentals needed to perform the contracted services. Designated Rate shall be quoted in whole dollars only.

2. At no time after submission of offer will the Contractor be permitted to change or adjust 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 VDOT Location and signing in. 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. SUPERVISOR WITH VEHICLE: (optional, for use when incorporating Section I. Snow Removal Operations, Item D. Contractor Provided Supervisor)

VDOT will pay the Contractor $N/A per hour, per Supervisor with vehicle, for supervision of Contractor’s equipment during Operational Services only. Supervisor with vehicle will not be paid during standby periods. There will be no mobilization payment for supervisor vehicles.

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 of $2,000 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.

   b) Rigging performed by VDOT Forces or VDOT Contractor: VDOT will pay the Contractor a lump sum of $200 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.

2. Subsequent Alterations on trucks that have been rigged in previous years:
SNOW REMOVAL
EQUIPMENT SERVICE AGREEMENT

a) Alterations performed by the Contractor: VDOT will pay the Contractor a one time alteration fee of $200 per truck for alterations if finally inspected and approved by VDOT in accordance with Section I, Snow Removal Operations, Item F, Rigging Equipment, 3.

b) Alterations performed by VDOT Forces or VDOT Contractor: VDOT will pay the Contractor a one-time lump sum of $100 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.

E. AVL EQUIPMENT: (Used only if Section I, Snow Removal Operations, Item G, AVL Equipment, Part 1 has been checked)

1. For returning Contractors who used last season’s VDOT approved AVL systems and the system is approved for this season’s use, VDOT will pay a total $ N/A incentive per vehicle for using their same devices with VDOT approved equipment this year, if the AVL is reactivated by the incentive date and remains activated throughout the Activation Period as set forth in Agreement I Snow Removal Operations, Item G AVL Equipment, Part 1.

2. For new VDOT-approved AVL users, VDOT will pay a total of $ N/A incentive per vehicle, if the AVL is purchased and activated by the incentive date and remains activated throughout the Activation Period as set forth in Agreement I Snow Removal Operations, Item G AVL Equipment, Part 1.

3. Incentives will be payable in 2 payments: 50% after initial installation and activation in compliance with the incentive provisions of Agreement I Snow Removal Operations, Item G AVL Equipment, Part 1 and 50% at the end of Agreement Term if the Contractor has maintained the AVL requirements through April 30 in accordance with Agreement I Snow Removal Operations, Item G AVL Equipment, Part 1.

F. MOBILIZATION PAYMENT:

1. Mobilization if offered in this Agreement is designed to offset the cost associated with, but not limited to, equipment, 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 on the Rate Schedule Attachment A, provided all of the following criteria for have been met and documented:

a) A completed signed copy of the Snow Removal Equipment Agreement and all completed Attachments is submitted by the Contractor by the date set forth as the Deadline on the Cover Page submitted by the Contractor.

b) Certificate of Insurance with required coverage and endorsement submitted by October 21, 2016.

c) Equipment was presented for inspection on schedule and was approved by VDOT.

d) Equipment was successfully rigged by October 21, 2016 (if applicable).

e) Contractor picked up VDOT issued machinery or devices no later than October 21, 2016 (If applicable).

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 October 21, 2016.
SNOW REMOVAL
EQUIPMENT SERVICE 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 returning the up to total mobilization fee.

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

   a) No Vendor 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 machinery or devices. (If applicable)

   d) Returned all VDOT owned issued machinery or devices in the condition received, less normal wear and tear by April 28, 2017. (If applicable)

   e) Returned all VDOT owned AVL Systems equipment issued in the condition received less normal wear and tear by April 28, 2017. (If applicable)

   f) Contractor complied with all Terms and Conditions of the Agreement during the Agreement Term

   g) All requirements from the first 50% mobilization were met and the Contractor received payment.
G. INVOICING AND PAYMENT

1. The Contractor will complete a time log at the VDOT Location recording daily hours worked for each vehicle and piece of equipment. This form will be used to process payments.

2. The Contractor must notify the 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 VDOT Location.

3. The Contractor is on notice that VDOT utilizes the Hired Equipment Time Tracking System (HETTS), in the Severe Weather Application System (SWAS) which generates an invoice based on the sign in/sign out sheets completed at the VDOT Location. 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.

4. 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 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.
ATTACHMENT A  
RATE SCHEDULE  
STAUNTON DISTRICT / Harrisonburg Residency

1. Enter your requested hourly rate in column "D" below for each type of equipment you are offering.
2. Do not exceed maximum allowable hourly rate amount in column "C", if shown. See Section III, Letter A. 
3. Each piece of equipment offered must be listed and fully described on Attachment D "Equipment List".

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td>LINE ITEM</td>
<td>OFFERED EQUIPMENT DESCRIPTION</td>
<td>DISTRICT MAX HOURLY RATE</td>
<td>CONTRACTOR'S REQUESTED HOURLY RATE (whole dollars only)</td>
<td>MOBILIZATION RATE</td>
</tr>
<tr>
<td>1</td>
<td>4 WD Pickup Truck, 3/4 ton minimum w/ Owner plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>4 WD Pickup Truck, 3/4 ton minimum w/ Owner plow and spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Single-axle Truck, Dump/Flatbed (1 Ton to 3 Ton) w/ Owner plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Single-axle Truck, Dump/Flatbed (1 Ton to 3 Ton) w/ Owner plow &amp; spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Single-axle dump truck (3 ton or greater) w/ VDOT Plow and Spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Single axle dump/flatbed (3 ton or greater) w/ Owner Plow and Spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Single Axle Dump/Flatbed (3 Ton or Greater) w/ VDOT Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Single Axle Dump/Flatbed (3 Ton or Greater) w/ Owner Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Single Axle Dump/Flatbed (3 Ton or Greater) w/ Owner Spreader and VDOT Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Single axle dump/flatbed (3 ton or greater) w/ Owner Plow and VDOT Spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Dump Truck, Multi-Axle (5 Ton or Greater) w/ VDOT Plow and Spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Dump Truck, Multi-Axle (5 Ton or Greater) w/ Owner Plow and Spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Dump Truck, Multi-Axle (5 Ton or Greater) w/ VDOT Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Dump Truck, Multi-Axle (5 Ton or Greater) w/ Owner Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Dump Truck, Multi-Axle (5 Ton or Greater) w/ Owner Plow and VDOT Spreader</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Mobile Anti-Icing Chemical Spray Tank w/Spray Bar (500 - 1500 gal)</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Mobile Anti-Icing Chemical Spray Tank w/Spray Bar (1501 -3000 gal)</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Mobile Anti-Icing Chemical Spray Tank w/Spray Bar (&gt;3000 gal)</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Rubber Tire loader, 50-99 HP</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Rubber Tire Loader, 50-99 HP w/ VDOT front plow</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Rubber Tire Loader, 50-99 HP w/ Owner front plow</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Rubber Tire Loader, 100 HP or greater</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Rubber Tire Loader, 100 HP or greater w/ VDOT front plow</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Rubber Tire Loader, 100 HP or greater w/ Owner front plow</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>LINE ITEM</td>
<td>OFFERED EQUIPMENT DESCRIPTION</td>
<td>DISTRICT MAX HOURLY RATE</td>
<td>CONTRACTOR'S REQUESTED HOURLY RATE (whole dollars only)</td>
<td>MOBILIZATION RATE</td>
</tr>
<tr>
<td>-----------</td>
<td>---------------------------------------------------------------------</td>
<td>--------------------------</td>
<td>---------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>25</td>
<td>Motor grader, minimum 70 HP to 99 HP</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Motor grader, minimum 70 HP to 99 HP, w/ VDOT front plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Motor grader, minimum 70 HP to 99 HP, w/ Owner front plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Motor grader, 100 HP to 149 HP</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Motor grader, 100 HP to 149 HP, w/ VDOT front plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>Motor grader, 100 HP to 149 HP, w/ Owner front plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Motor grader, 150 HP or greater</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>Motor grader, 150 HP or greater w/ VDOT front plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>Motor grader, 150 HP or greater w/ Owner front plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Farm tractor, 2-Wheel Drive, minimum 90 HP to 150 HP w/ VDOT plow</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Farm tractor, 2-Wheel Drive, minimum 90 HP to 150 HP rig w/ Owner Plow</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>Farm tractor, 2-Wheel Drive, 151 HP or greater w/ VDOT plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>Farm tractor, 2-Wheel Drive, 151 HP or greater rig w/ Owner Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Farm tractor, 4-Wheel Drive, minimum 50 HP to 74 HP w/ VDOT plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Farm tractor, 4-Wheel Drive, minimum 50 HP to 74 HP rig w/ Owner Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Farm tractor, 4-Wheel Drive, 75 HP to 99 HP w/ VDOT plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>Farm tractor, 4-Wheel Drive, 75 HP to 99 HP rig w/ Owner Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Farm tractor, 4-Wheel Drive, 100 HP or greater w/ VDOT plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>Farm tractor, 4-Wheel Drive, 100 HP or greater rig w/ Owner Plow</td>
<td>$</td>
<td>$750</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Skid Steer Loader, minimum .25 cy bucket</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>45</td>
<td>Skid Steer Loader, w/ plow</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Backhoe, 2-Wheel Drive, minimum 1.0 cy bucket</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>Backhoe, 4-Wheel Drive, minimum 1.0 cy bucket</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>Dozer with Angle Front Blade, 105 HP to 200 HP</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>Track Front End Loader, minimum 90 HP</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>Heavy Duty Wrecker, 25 Tons &amp; Up</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>Tag-A-Long Trailer w/Dump Truck, 18 to 20 Ton (Equipment Transport)</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Tractor with Low-Boy Trailer, 35 Ton &amp; Up</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Supervisor with vehicle - see &quot;Contractor Provided Supervisors&quot;</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Other (Please Describe)</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>Medium Duty Wrecker</td>
<td>$</td>
<td>n/a</td>
<td></td>
</tr>
</tbody>
</table>

Contractors Authorized Signature: ___________________________ Date: ___________________________

Form M-7B, Revised June 2016
ATTACHMENT B
VENDOR QUALIFICATION

Company’s Name (Print) ________________________________
Contact Name

Mailing Address ________________________________
Day Time Phone Number

E-Mail Address ________________________________
Evening or After-Hours Phone Number

City State Zip Code ________________________________
Cellular Phone Number

Is your Insurance Certificate attached? ☐ Yes ☐ No

Has your Company ever been terminated for default? ☐ Yes ☐ No

Have you provided snow removal services to VDOT in past years? ☐ Yes ☐ No
If Yes, please indicate where and year in spaces below:

Year _______ Location _______________________
Year _______ Location _______________________
Year _______ Location _______________________
Year _______ Location _______________________

Please provide three (3) references where similar services have been provided. Each reference shall include the contact name and phone number.

Name: ___________________________________________________________________ Phone: ____________________________
1)____________________________________________________________________
2)____________________________________________________________________
3)____________________________________________________________________
ATTACHMENT C
VENDOR LOCATION PREFERENCE

Indicate the number of VDOT Area Headquarters for which you are willing and have the capacity to supply equipment. VDOT does not guarantee the Contractor will be assigned to any preferred location. VDOT reserves the right to determine, in its sole discretion, which VDOT Location the Contractor will be assigned to.

___________ Number of VDOT Area Headquarters for which you are willing and capable to supply vehicles, equipment and drivers/operators.

PREFERENCE: If you have a preference please indicate the area headquarter(s) where you would like to be assigned

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

I hereby certify that I am authorized to offer the rates and equipment listed in this Agreement.

_________________________________________                         __________
Authorized Signature and Title (Ink)                         Date

NOTE: VDOT MUST BE NOTIFIED IN WRITING WITHIN 3 DAYS OF ANY CHANGE IN ADDRESS OR PHONE NUMBERS.
ATTACHMENT D
SNOW REMOVAL EQUIPMENT (with Operator)
FOR THE PERIOD OF November 1, 2016 TO April 30, 2017
(List Equipment individually)

CONTRACTOR’S NAME __________________________________ DATE COMPLETED: __________________________________

1. List all equipment OWNED BY YOU, YOUR FIRM OR A SUBCONTRACTOR including Supervisor vehicle(s).
2. Match Price Line from Attachment A, column A. Use additional sheets if necessary.
3. Sign bottom of form.

<table>
<thead>
<tr>
<th>Accepted Equipment for Contract (VDOT Only)</th>
<th>Line Item from Attachment A</th>
<th>Check if Equipment is Subcontracted</th>
<th>Year / Make / Model</th>
<th>License Vehicle VIN# or Non-Licensed Vehicle Serial/VIN#</th>
<th>License Vehicle Tag #</th>
<th>Plow Length</th>
<th>Spreader Capacity</th>
<th>Check if Vehicle is Rigged</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

SUPERVISOR VEHICLES - refer to Section I, D. Contractor Provided Supervisor for requirements

<p>| | | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
</table>

Contractor’s Authorized Signature __________________ Date ____________________________

The equipment above shall include equipment, driver/operator, fuel, maintenance, insurance and overhead/administrative costs. It shall be understood and agreed that the contractor shall have adequate liability insurance policy to cover all equipment utilized during of the Agreement Term.
**ATTACHMENT E**

**VDOT-OWNED MACHINERY OR DEVICES**

**Machinery or Devices Received:**
The Contractor agrees that he/she has received the following VDOT owned equipment in the conditions listed below and agrees to return the equipment in the same condition upon the end of the contract period.

<table>
<thead>
<tr>
<th>Machinery or Devices</th>
<th>Amount</th>
<th>Unit of Measure</th>
<th>Condition/Identification #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-frame</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plow</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spreader</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lights</td>
<td>Set of 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appurtenances</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor’s signature ___________________________  Date __________

VDOT Representative ___________________________  Date __________

**Machinery or Devices Returned:**
The Contractor has returned following VDOT owned equipment in the conditions listed below and has returned the equipment in the same condition as received.

<table>
<thead>
<tr>
<th>Machinery or Devices</th>
<th>Amount</th>
<th>Unit of Measure</th>
<th>Condition/Identification #</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-frame</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plow</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spreader</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lights</td>
<td>Set of 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appurtenances</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor’s signature ___________________________  Date __________

VDOT Representative ___________________________  Date __________
# ATTACHMENT F

**VDOT-OWNED AUTOMATIC VEHICLE LOCATION SYSTEM (AVL) EQUIPMENT**

Agreement Number ________________

**Equipment Received:**
The Contractor agrees that he/she has received the following VDOT owned equipment in the conditions listed below and agrees to return the equipment in the same condition upon the end of the contract period.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Amount</th>
<th>Unit of Measure</th>
<th>Condition/MEID # &amp; PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>iPhone with wall charger</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iPhone car charger with 12-volt adapter</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iPhone vehicle mount</td>
<td>Each</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor’s signature _______________________ Date _______________________  

VDOT Representative _______________________ Date _______________________  

**Equipment Returned:**
The Contractor has returned the following VDOT owned equipment in the conditions listed below and has returned the equipment in the same condition as received.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Amount</th>
<th>Unit of Measure</th>
<th>Condition/MEID # &amp; PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>iPhone with wall charger</td>
<td>Each</td>
<td></td>
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<tr>
<td>iPhone car charger with 12-volt adapter</td>
<td>Each</td>
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<tr>
<td>iPhone vehicle mount</td>
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Contractor’s Signature _______________________ Date _______________________  

VDOT Representative _______________________ Date _______________________
ATTACHMENT G
VA STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The vendor, ____________________________:

Company Name

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

-OR-

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

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

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

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