

I. PURPOSE:

The Virginia Department of Transportation, an agency of the Commonwealth of Virginia, is soliciting bids from qualified firms to furnish Light Towers/Portable per the specifications for the Bristol District.

SET-ASIDE: This solicitation is designated as a set-aside in accordance with the Small Business Enhancement Award Priority as a Small Business Set-Aside Award Priority: Reference General Term and Condition, Paragraph Z, and Special Term and Condition Paragraph 2.

II. QUESTIONS REGARDING THIS INVITATION FOR BID:

Any questions regarding this Quick Quote shall be addressed to Shelby Thornton, shelby.thornton@vdot.virginia.gov. The issuing office shall determine whether any addendum should be issued as a result of any questions or other matters raised.

III. GENERAL:

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

IV. SPECIFICATIONS:

A. The Contractor shall furnish and deliver four (4) portable light towers, WANCO, WLT or equivalent. Any specifications listed herein that are not standard, but available as manufacturer options must be included in the bid price.

1. Portable light tower shall meet the following specifications:

- Diesel engine with protective shutdown system.
- Generator shall have minimum 6 kW output.
- Generator must have minimum (1) 120 V, 20 A GFCI duplex outlet and (1) 240 V, 30 A outlet.
- Tower shall be telescoping with 360 degree rotation with brake.
- Tower height must be adjustable up to 30’.
- Tower must withstand wind speeds up to 65 MPH.
- Tower must have a minimum of (4) LED light fixtures or equivalent with a minimum 57,000 lm per fixture.
- Flood lamps shall have weather tight connections.
- Light tower must be a WANCO, WLT or equivalent.

B. The equipment shall be delivered to the Bristol District Equipment Shop, located at 870 Bonham Rd., Bristol, VA 24201.

- C. The delivery of the equipment shall be within 45 days of receipt of purchase order.
- D. The Bidder shall include all costs for delivery in bid price.

V. AUTHORIZED DELIVERY HOURS:

- A. **DELIVERY:** Contractor shall notify VDOT at least 24 hours prior to delivery. Notification shall be given to Joe Yates, (276) 696-3399 (office), or (276) 701-1979 (cell). Receiving hours are Monday – Friday, 7:30 am to 3:00 pm.
- B. **STATE HOLIDAYS:** Deliveries will not be accepted on any state or federal holidays.

VI. METHOD FOR PAYMENT:

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

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

VII. INVOICING:

Invoices shall include the purchase order number, itemized quantities, unit price, and extended costs based on the contract-pricing schedule. Invoices shall be submitted to the address listed below for all items:

Virginia Department of Transportation
District Equipment Division
Attn: Robin Hoback
870 Bonham Rd.
Bristol, VA 24201

The District Equipment Division encourages the use of electronic invoicing. Invoices must be attached to an email and not a part of the body of the email. Email should be addressed to robin.hoback@vdot.virginia.gov.

VIII. SPECIAL TERMS AND CONDITIONS:

- 1. **AWARD:** The Commonwealth will make the award(s) on a **Grand Total** basis to the lowest responsive and responsible bidder that is a DSBSD-certified micro business if such a bid is received, provided that the bid is up to and including \$10,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. Otherwise, award of the contract shall be made to the lowest responsive and responsible bidder that is a DSBSD-certified small business if such a bid is received, provided that the bid is not more than \$100,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. If, in the agency’s opinion, the criteria in the previous two sentences are not present, then award shall be made to the lowest responsive and responsible bidder of any size, provided the agency in its sole discretion determines that the price is fair and reasonable. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for early prompt payment will not be

considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

2. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 30 days. At the end of the 30 days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
3. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, VDOT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
4. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one purchase order(s) with the eVA transaction fee assessed for each order.
5. **EXTRA CHARGES:** The bid price shall be for complete delivery of equipment made ready for VDOT's use and shall include all applicable freight charges. Extra Charges will not be allowed.
6. **INSPECTION:** Upon delivery, an inspection will be conducted by VDOT of the goods. Any deficiencies will be noted and brought to the attention of the Contractor. The Contractor shall promptly, within ten working days, and permanently correct any deficiencies at the Contractor's sole expense prior to final acceptance of the products.
7. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
8. **OPEN AND CONCEALED CARRY OF FIREARMS:** It is the policy of the Commonwealth that open and concealed carry of firearms shall be prohibited in offices occupied by executive branch agencies, unless held by law enforcement, authorized security, or military personnel authorized to carry firearms in accordance with their duties. Therefore, the Contractor shall comply with the requirements of Executive Order 50, Virginia Department of General Services Directive 16 and Regulations Banning Concealed Firearms in Offices Owned or Occupied by Executive Branch Agencies, 1 VAC 30-105, Virginia Department of Human Resources Management Policy 1.80, and any other applicable laws or policies consistent with the above mentioned laws and policies. VDOT shall retain the right to expel any person from its premises who is violating this policy, in addition to pursuing any other remedies which may be available under this Agreement and applicable laws.
9. **PRODUCT INFORMATION:** The Bidder shall clearly and specifically identify the product been offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the VDOT to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.
10. **PROPRIETARY INFORMATION:** All information submitted to VDOT is subject to disclosure under the Freedom of Information Act (2.2-3700 et seq. of the Code of Virginia) unless a specific exclusion applies. To claim an exclusion under the Virginia Public Procurement Act (2.2-4300 et seq. of the Code of Virginia), for data or materials submitted as part of a procurement transaction or prequalification application that you believe are trade secrets or proprietary information, you must file:
 - 1) a written request, either before or at the time the data or materials are submitted, that:
 - Invokes the protection of 2.2-4342 of the Code of Virginia
 - Identifies the specific data or other materials you seek to exclude and protect by using some distinct method such as highlighting or underlining. (Only identify the specific words, figures, or paragraphs that are claimed to be trade secrets or proprietary information; the identification of an entire document, line item, or total price is not acceptable and may result in rejection of the claim for protection); and
 - States the reasons why protection is necessary, and a

- 2) redacted copy of your submittal that deletes or blocks all data or material which is identified as a trade secret or proprietary information in the written request.
11. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services, and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid.
12. **UNBALANCED BIDS:** If the unit prices in the bid are obviously unbalanced, either above or below the estimated cost as determined by VDOT, the bid may be rejected as non-responsive at VDOT's discretion. A mathematically unbalanced bid is one where some unit prices are nominal prices and others are enhanced prices, or where the individual unit prices are unusually high or low in relationship to VDOT's estimate and do not evenly carry a proportionate share of the total cost of the goods and/or services plus profits. Where a bid is mathematically unbalanced, VDOT will review the estimated quantities and determine whether the bid is also materially unbalanced, meaning that there is doubt as to whether the bid is substantially likely to result in the lowest ultimate cost to the Department.