



INVITATION FOR BIDS

2008-82357-1024

April 4, 2008

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8721/ Fax: (757) 926-8038

www.nngov.com/purchasing

TOWING AND CRUSHING SERVICES OF INOPERABLE ABANDONED VEHICLES AND ABANDONED VESSELS

Sealed bids, subject to the conditions and instructions contained herein, will be received at the above office of the Purchasing Director, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown below (local prevailing time), and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance F.O.B. NEWPORT NEWS, VIRGINIA.

Scope of Work: The vendor will collect, store, and demolish such inoperable abandoned vehicles and abandoned vessel as may be required by the City of Newport News.

Bid Due: April 22, 2008 at 11:00 a.m.

Contract Officer: _____
Rose C. Kee, CPPB, Buyer, email: rkee@nngov.com

****AN ORIGINAL AND THREE (3) COPIES OF YOUR SUBMITTAL ARE REQUESTED.****

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this quote is accepted within (60) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ FAX No.: _____

E-mail: _____ Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

This form must be signed. Signature must be original, not photocopied

CONDITIONS AND INSTRUCTIONS

Rev: 02/05/08

1. All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. All bids shall be submitted sealed, plainly marked showing the bid number, date and time. The entire solicitation document is to be returned when submitting a bid, unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
2. Bids and amendments thereto, if received by the Purchasing Department after the date and time specified for bid opening, will not be considered. It will be the responsibility of the bidder to see that their bid is received by the Purchasing Department as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be acceptable.
3. If City Hall is closed for business at the time scheduled for bid opening, for whatever reasons, sealed bids will be accepted and opened on the next business day of the City, at the originally scheduled hour.
4. Receipt of your bid by the City is not to be construed as an award or an order to ship.
5. Each bid is received with the understanding that the acceptance in writing by the City of the bidder to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the City, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the City on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all articles specified and delivered.
6. Bidders have the right to request withdrawal of their bids from consideration due to error by giving notice not later than two days after bids are publicly opened. Work papers showing evidence of error(s) may be required. Upon request Administrative withdrawal procedures will be provided that shall be used for that purpose.
7. If issued, addenda to this solicitation will be posted on the Purchasing Department's website (www.nngov.com/purchasing). It is the bidder's responsibility to check the website or contact the Purchasing Department prior to the submittal deadline to ensure that the bidder has a complete, up-to-date package.
8. The solicitation document maintained by the Purchasing Department, in the bid file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify your bid.
9. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery terms, qualifications and references will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding the bid.

Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as

submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the purchasing director may negotiate with the apparent low bidder to obtain a contract price within available funds.

Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the public bulletin board located outside of the Purchasing Department at City Hall. Notice of award may also appear on the Purchasing Website: www.nngov.com/purchasing or www.demandstar.com

10. The City reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the City.
11. If authorized by the Bidder(s), the resultant contract(s) may be extended to any jurisdiction within the Commonwealth of Virginia to purchase at contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own order(s) directly with the successful Contractor(s). The City of Newport News acts only as the Contracting Agent and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s). Bidder not desiring to bid to other jurisdictions under this clause shall so indicate in their response.
12. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City.
13. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid.
14. In case of error in the extension of prices, the unit price shall govern.
15. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
16. Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the bidder's risk and expense.
17. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired. The commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity they propose to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the City. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

18. Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the bid. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.

19. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
20. All bids must be signed by an authorized, responsible officer or employee having the capacity to enter contracts. Obligations assumed by such signature must be fulfilled.
21. By signing this bid, the bidder assigns to the City any and all rights that he may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this bid. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
22. The bidder certifies by signing this Invitation for Bid that this bid is made without prior understanding, agreement, or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment, as well as civil damages.
23. The contractor guarantees to defend and save the City, its agents and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee, or licensee.
24. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **The contractor certifies that he does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.**

Every business must register with the Virginia State Corporation Commission before transacting business in Virginia.

25. **Contractor's License** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia for a contractor who performs or manages construction, removal, repair, or improvements when the total value referred to in a single contract or project is:

Seventy thousand dollars (\$70,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is five hundred thousand dollars (\$500,000) or more shall show evidence of being licensed as a **Class A Contractor**.

Seventy-five hundred dollars (\$7,500.00) or more, but less than seventy thousand dollars (\$70,000) or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than five hundred thousand dollars (\$500,000) shall show evidence of being licensed as a **Class B Contractor**.

Over one thousand dollars (\$1,000) but no more than seventy-five hundred dollars (\$7,500) or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is no more than one hundred and fifty thousand dollars shall show evidence of being licensed as a **Class C Contractor**.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditioning contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

"Licensed Class A Virginia Contractor No. _____."

"Licensed Class B Virginia Contractor No. _____."

"Licensed Class C Virginia Contractor No. _____."

26. Payment Terms:

- a) Payment terms shall be "2%-20, Net 30 days" unless otherwise stated by the bidder on this submittal form. Alternate terms may be offered by bidder for prompt payment of bills.
- b) Payment terms shall be considered in determining the low bidder.
- c) Discount period shall be computed from the date of proper receipt of the vendor's correct invoice, or from the date of acceptable receipt of the goods/services, whichever is latest.
- d) The payment terms stated herein must appear on the vendor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the vendor for correction.
- e) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month)

27. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

28. In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.

29. Appeals Procedure: Upon your request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract. To be

timely, all appeals, except contract disputes, shall be made within ten days of either public notice of award, or the actual award, whichever is first.

30. It is the policy of the City of Newport News to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidder is requested to complete the SMB, MBE and WBE Business Objectives form within this document.

31. The City has a directory of Newport News Minority and Women-owned businesses. The directory is distributed, at request, at no additional cost.

32. This public body does not discriminate against faith based organizations.

33. Non-Discrimination: During the performance of this contract, the contractor agrees as follows:

- i. He will not discriminate against any employees or applicants 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 one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 non-discrimination clause.
- ii. The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over ten thousand dollars so that the provisions will be binding upon each subcontractor or vendor.

34. 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 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 subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.

35. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
36. Applicable Law and Courts: Any purchase order/contract resulting from this solicitation 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 contractor shall comply with applicable federal, state and local laws and regulations.
37. Severability: If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.
38. Cancellation: The City may cancel the contract at its convenience, without penalty, at any time by giving thirty (30) days written notice or may cancel the contract immediately for violations of safety or rules of ethics. The City may cancel a contract thirty (30) days after the City has given a written request for a cure for vendor non-performance if such cure has not occurred. Cancellation shall not release the vendor from legal remedies available to the City. If the contract is an extended term contract, after completion of the first contract period, either party may cancel the contract without penalty. Written notice of such termination shall be made a minimum of sixty (60) days prior to its effective date.
39. Direct contact with City departments other than Purchasing, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative. Violation may result in a determination that your firm is ineligible for award.
40. Questions or comments related to this solicitation should be directed to the Contract Officer, whose name and contact information appears on the front of this document. All questions must be submitted in writing (facsimile or email); telephonic inquiries will not be considered.

SMALL, MINORITY, WOMEN-OWNED BUSINESS OBJECTIVES

It is an important business objective of the City to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). The success of the City to track the amount of business received by SBE, MBE and WBE FIRMS (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you anticipate **sub-contracting** to any of these businesses in the performance of this contract, you are requested to individually report the total dollars for each business classification. Failure to report the dollars in the categories below may result in the application of stronger requirements being placed on bidders to assure that SBE, MBE and WBE firms receive benefits from City contracts.

Complete the following information and return the form with your package.

1. If you are a SBE, MBE or WBE, please check one of the following boxes:

SBE ☐

MBE ☐

WBE ☐

2. In the spaces below, report the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a S/M/WBE, put zeros in the spaces below).

Total **SBE** Dollars to be Sub-contracted \$_____

Company Name _____

Total **MBE** Dollars to be Sub-contracted \$_____

Total **WBE** Dollars to be Sub-contracted \$_____

3. If you are not a SBE, MBE, or WBE and you do not plan to utilize such firms in this contract, please state your reasons:

ANTI-COLLUSION CERTIFICATION

The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same product and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The bidder understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The bidder also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Signed: _____ Date: _____

Name of Company: _____

COOPERATIVE BIDDING

The City of Newport News issues this Invitation for Bids (IFB) in accordance with the City of Newport News' procurement code (Section 2-552.1 (7), and on behalf of the members of the Southeastern Virginia Governmental Purchasing Cooperative (SVGPC), as well as other governmental jurisdictions and school divisions. This procurement is also being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia

Bidders are advised that all resultant contracts will be extended, with the authorization of the bidder, to other governmental jurisdictions and school divisions as may be interested. Should other entities decide to use the final contract, the contractor shall deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payments. The City of Newport acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your bid or offer.

It is the responsibility of the contractor to notify the jurisdictions and political subdivision of the availability of the contract. Each participating jurisdiction and political subdivisions has the option of executing a separate contract with the contractor. Such contracts may contain general terms and conditions unique to those jurisdictions and political subdivisions. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the contractor, the contractor may withdraw its extension of the award to that jurisdiction.

The City of Newport News shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the contractor.

SVGPC members reserve the right to make awards to the highest responsive and responsible bidder during the contract term. SVGPC members not explicitly named in the IFB are not obligated to participate, nor is the successful bidder obligated to contract with other SVGPC members; however, if such a contract is entered, the successful bidder will be required to provide these same items, at the same prices, awarded as a result of this solicitation to that public body.

SVGPC Members:

City of Chesapeake
City of Hampton
City of Newport News
City of Norfolk
City of Portsmouth
City of Virginia Beach
City of Williamsburg
County of Gloucester
County of James City
County of King William
County of York

Newport News Public Schools
Williamsburg/James City County Public Schools
York County Public Schools
Christopher Newport University
College of William & Mary
Norfolk State University
Tidewater Community College
Jamestown/Yorktown Foundation
Southeastern Public Service Authority

Revised, 09/27/05

TOWING AND CRUSHING SERVICES OF INOPERABLE ABANDONED VEHICLES AND ABANDONED VESSELS

GENERAL

This Invitation for Bid shall be the basis for establishing a Blanket Order Contract to cover requirements for **Towing and Crushing Services of Inoperable Abandoned Vehicles and Abandoned Vessels**. Only those services specified herein, or any items amended (added) to the contract for use by any City Agency may be furnished. Any substitution will require prior written approval by the City of Newport News.

BACKGROUND

Inoperable abandoned vehicles should not require removal from major highways or roadways, because vehicles that are near major highways are considered traffic hazards. Commercial or heavy weight vehicles will not be part of the contract. We presently make other arrangements to accommodate these types of vehicles.

The City of Newport News prefers crushing of inoperable abandoned vehicles, because the state and city code allows us to this. Auctioning of these vehicles require much more paperwork and manpower. The estimate number of vehicles towed per day could be from 0 – 10; however, the City cannot guarantee a certain number of vehicles. The number of inoperable abandoned vehicles that were towed over the last four fiscal years (fiscal year is from July 1st – June 30th) are as follows:

Fiscal Year 2004 – 198

Fiscal Year 2005 – 192

Fiscal Year 2006 – 179

Fiscal Year 2007 – 157

CONTRACT TERM

The initial contract term shall be from the date of award through May 31, 2008.

RENEWAL OPTION

At the City's option, the contract may be renewed up to four (4) additional years in one-year increments.

PRICING

Price quoted must remain firm for the original contract term and any subsequent renewal periods.

AWARD

Award will be made in accordance with Chapter 2, Article XX, Section 2-563.3, Newport News City Code. It will be made to the highest **responsive, responsible** bidder. In determining the highest responsive, responsible bidder, in addition to price, the City shall consider conformity with the specifications, storage capability, references, delivery time, crusher availability, safety, suitability of components offered, options available and suitability of the product offered for the intended use, as well as the capacity, character, integrity, and reputation, of the bidder and any past experience with the product offered or the bidder. The City reserves the right to reject any and all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the purchasing agent to be in the City's best interest.

QUESTIONS

All questions of a procedural nature shall be directed to the buyer listed on the front of this document. Questions of a technical nature shall be submitted ***not later than three (3) business days prior to bid due date*** in writing by facsimile or other methods to the buyer at Purchasing (FAX 757 926-8038), City Hall, 2400 Washington Avenue, Newport News, VA 23607 or email to: rkee@nngov.com

SPECIFICATIONS

1. The vendor will collect, store, and demolish such inoperable abandoned motor vehicles as may be required by the City from time to time.
2. Vendor will provide a lot for the storage, and a crushing site for these motor vehicles. The location(s) shall be within a 35 miles radius of the City of Newport News Police Department Central Precinct located at 611 Dresden Drive, Newport News, VA 23601. A police aid will accompany the Newport News Towing Administrator to the vendor's storage site to verify identity of the vehicle(s), and again to witness/view the crushing. The police aid will be called from any one of the three areas: South Precinct, Central Precinct, or North Precinct.

The City will use mapquest to determine the distance in miles starting from the central precinct address (above) to the vendor's storage lot and the crushing site.

Vendor shall keep the motor vehicles, which have been collected pursuant to the direction of the City's Police Department, and/or Department of Codes Compliance at the lot until disposed of as provided herein. Vendor shall allow the City access to the storage lot during normal business hours.

3. The City shall notify the vendor by telephone of the location and description of an inoperable abandoned motor vehicle and shall arrange a mutually agreeable time to meet the vendor at the location of the vehicle so that the vendor may receive the necessary forms and collect the vehicle. **After acquiring the vehicle, the vendor shall:**
 - a. Take vehicle to the specified storage lot.
 - b. Maintain make, model, year, vehicle identification number, license tag info (if available), and date of pickup in a log, which shall be available for inspection at any time by the City and/or the Virginia Department of Motor Vehicles (DMV).
 - c. Notify the City via telephone when the vehicle title has been surrendered or vehicle has been released to the owner or person with secured interest. In any situation where payment is due to the vendor, the vendor must submit an itemized invoice within 30 days of being advised that a payment is due to the vendor. Failure to submit an invoice by specified due date, may result in non-payment.

- d. Store motor vehicle in a secure manner so as to prevent any loss or damage to it until further notification from the City or designated representative, which storage period shall not normally exceed ninety (90) days unless special conditions are warranted.
4. The City will provide to the vendor (on a rotational basis) a list of vehicles that have been approved for demolition. After receipt and verification of listed vehicles, remove any parts of interest (**only if the vendor possesses a valid Salvage Dealer's License**) prior to demolition. Demolition of vehicles should not exceed thirty-five (35) days from verification and shall be arranged by the City or designated representative.
5. Vendor shall ensure that all demolished vehicles are removed to a recycling center within seven (7) days of demolition.
6. Vendor shall cooperate with the City in certifying that a motor vehicle has been demolished. The City will prepare all paperwork for DMV purposes, but the vendor will have to sign the paperwork and crush the vehicles.
7. No amounts for towing and storage fees of any motor vehicle pursuant to this contract shall be due to the vendor from the City; however, if special conditions are warranted, an itemized invoice must be submitted to the City within thirty (30) days from date of service. Failure to do so may result in non-payment. Should any motor vehicle be claimed by its owner or person with secured interest, vendor will charge the owner such towing, storage charges and administrative fees as are established by ordinance from time to time. The vendor will be notified by the City or City representative by invoice when to submit administrative fees collected on behalf of the City, unless the vehicle is released back to the owner or vested party, the City shall charge the administrative fee per the City ordinance.
8. The City reserves the right to tow such inoperative abandoned vehicle as it desires, at its sole discretion, to a City impoundment lot, for such lawful purposes as it deems to be in its best interest.
9. Vendor shall maintain insurance to protect itself from claims under the Worker's Compensation Act, and from any other claims for damages for bodily injury, including death, and for damage to property which may arise from operations under this contract. Vendor shall also maintain automobile liability insurance.
10. Vendor agrees that all work performed pursuant to this contract shall be at the vendor's own risk. Vendor shall indemnify, defend, and save harmless the City and its representatives, from the payment of all sums of money by reason of any claim against the City, or its representatives, or for any accident, injuries, damage or hurt to persons or property that may happen to occur in connection with this contract. Provided, however, nothing herein contained shall be construed so as to impute or infer liability to vendor for acts done or committed by the City in its performance under the terms of this contract.
11. Vendor shall, at its sole cost and expense, procure and maintain, through the term of this contract, as comprehensive general liability policy insuring against claims, demands or actions arising out of or in connection with acts done or committed in its performance under the terms of this contract. Such insurance shall such minimum limits as are reasonably required by the City from time to time, but in no event less than \$1,000,000.00 combined single limit during any one occurrence for injury to or death of any one or more person and for property damage or destruction. All such insurance required to be carried by the vendor herein shall be with an insurance company licensed to do business in the

Commonwealth of Virginia and approved by the Newport News City Attorney's Office. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name the City as an additional insured party; and (iii) shall provide that the policy shall not be cancelled, failed to be renewed or materially amended without at least 45 days prior written notice (15 days if due to nonpayment of premium) to the City. On or before the effective date of this contract and, thereafter, not less than 30 days before the expiration date of any such insurance policy, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to the Newport News City Attorney's Office with payment of all premiums for such policy, shall be delivered to the Newport News City Attorney's Office for review.

12. Vendor shall be registered with the Commonwealth of Virginia State Corporation Commission in order to do business in the Commonwealth of Virginia. Registration must be active by the date of this IFB due date.
13. This contract contains the entire understanding of the parties. It may be changed only by an agreement in writing signed by both parties.
14. **On or after July 1, 2008, the Board of Towing and Recovery Operators will require that all wreckers' drivers obtain all licenses that will be mandated as defined in the Commonwealth of Virginia State Code.**
15. The contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations that in any manner affect the conduct of the work. The contractor shall at all times observe and comply with all such laws, ordinances and regulations and he shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the contractor or the employees of any of them. **All licenses and insurance must be current and maintained throughout the contractual agreement.**

INSURANCE ENDORSEMENTS

Insurance The contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. The contractor shall furnish proof of said insurance prior to commencement of services. Separate forms which name the City as additional insured and as alternate employer must be included with the Certificate of Insurance.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on behalf for the City. Evidence of coverage needs to be provided prior to commencement of work.

Sample forms CG 20-10 (naming the City as additional insured for liability claims) and WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims, pursuant to Section 65.2-302(A) of the Code of Virginia, 1950, as amended); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached.

Contractor shall have ten (10) days from notice of decision to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the City to award a contract to the next responsive bidder, and hold the original contractor liable for excess costs.

<u>TYPE INSURANCE COVERAGE</u>	<u>LIMITS</u>
1. Worker's Compensation Employer's Liability	Statutory \$100,000.00
2. Comprehensive General Liability with XCU & Contractual included	\$1,000,000.00 each \$1,000,000.00 each Occurrence
3. Property Damage Liability	\$100,000.00 each Occurrence

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organizations:

**City of Newport News
c/o Purchasing Department
2400 Washington Ave
Newport News, VA 23607**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for this insured.

CG 20 10 10 93

Endorsement**Alternate Employer****WC 00 03 01****Policy Amendment**

If the following information is not complete, refer to the appropriate information page attached to the policy.

INSURED	POLICY NO.	SEQ. NO.

PRODUCER	EFFECTIVE DATE

SCHEDULE

Alternate Employer

Address

State of Special
or Temporary Employment

**City of Newport News
c/o Purchasing Department
2400 Washington Avenue
Newport News, Virginia**

Virginia

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured.

Under Part One (Workers Compensation Insurance), we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the person entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employers duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premiums will be charged for your employees while in the course of special or temporary employment by the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

WORKER'S COMPENSATION**CERTIFICATE OF COVERAGE**

Section 11-46.3, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia departments, institutions or agencies. This same requirement applies for work being performed on behalf of local governments.

Evidence of coverage needs to be provided prior to commencement of work.

This form is to be returned to the organization contracting the work.

The undersigned organization stipulates that it either:

A. Has worker's compensation insurance _____ Yes

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for workers' compensation _____ Yes

Title of Contract: TOWING AND CRUSHING SERVICES OF INOPERABLE ABANDONED VEHICLES AND ABANDONED VESSELS

Contract Number: _____

Signed By: _____

Title: _____

Firm Name: _____

Address: _____

BID PRICE PAGE

Company Name: _____

1. Amount of revenue the City of Newport News will receive for each vehicle disposed of:

\$ _____ ea.

2. How many vehicles can your firm store at one time?

***Location/address of storage lot:**

3. Does your firm own a crusher?

If no, how much notice does your firm require before it can have the vehicles crushed?

***Location/address of site for crushing:**

***Failure to provide this information in your bid submittal shall render your bid as non-responsive.**

References:

Provide at least three (3) customers for whom you have provided equivalent goods/services.

#1 Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: _____ Project Value: _____

#2 Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: _____ Project Value: _____

#3 Company Name: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Project Description: _____

Date of Project: _____ Project Value: _____

EXCEPTIONS:

Note: Bidder must sign the appropriate statement below, as applicable:

- () Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.
Firm: _____

Signature: _____

- () Bidder takes exception to terms, conditions, requirements, or specifications stated herein (Bidder must itemize all exceptions below, and return with this IFB submittal):

Firm: _____

Signature: _____

Vendors should note that any exceptions taken from the stated terms and or specifications may be cause for their submittal to be deemed “non-responsive”, risking the rejection of their submittal.

BID RESULTS

Bid results may also be obtained from our website at: www.nngov.com/purchasing or www.demandstar.com

For a tally sheet, please send a stamped, self-addressed envelope, indicating the bid number, date opened, and a note requesting the tally information. There is a handling charge of \$.25 per sheet to reproduce the information. You may contact the Purchasing Department to determine the number of sheets. This information is also available on: www.demandstar.com