



INVITATION FOR BIDS

Tower Maintenance

2010-6244-1524

May 7, 2010

City of Newport News

OFFICE OF THE PURCHASING DIRECTOR

2400 Washington Avenue

Newport News, VA 23607

Phone: (757) 926-8041/Fax: (757) 926-8038

www.nngov.com/purchasing

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: To provide semiannual inspections (IAW TIA/EIA 222-F), routine maintenance, repair and emergency services for all City maintained communication towers.

Bid Due: May 18, 2010 @ 2:30 p.m.

Contract Officer:

Marie-Therese (Mimi) M. Gartner, CPPB, Sr. Buyer, (757) 926-8040, email: mgartner@nngov.com

ONE ORIGINAL AND ONE COPY OF YOUR SUBMITTAL ARE REQUESTED

In compliance with this invitation for bids, and subject to all the conditions thereof, the undersigned offers, if this bid 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: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This Form Must Be Signed. Signature must be original, not photocopied)

CONDITIONS AND INSTRUCTIONS

Rev: 04/29/10

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. In case of conflict, the City's published specifications shall supersede any additional writings submitted with the bid. Such writings should be clearly marked and noted on the exception page.
2. 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.
3. 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 considered in determination of low bid.
4. 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.
5. Receipt of your bid by the City is not to be construed as an award or an order to ship.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

11. 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.

12. 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 sell to other jurisdictions under this clause shall so indicate in their response.
13. 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.
14. 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.
15. In case of error in the extension of prices, the unit price shall govern.
16. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

25. 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 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, as amended.**

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

26. **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. _____."

27. **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. **Please make sure prior to submitting a bid that all insurance endorsements forms have been reviewed by your insurance carrier.**

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); and the Commonwealth's form for Worker's Compensation Certificate of Coverage are attached (**See Section B**).

Contractor shall have ten (10) days from the date of the city's request, 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.

28. 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)

29. 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.

30. 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.

31. 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.

32. 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.

33. The City has a directory of Newport News Minority and Women-owned businesses. The directory is available at www.nngov.com/purchasing .

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

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

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.

The contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.

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.

36. 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.

37. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. The Conditions and Instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms offered. Any additional conditions a bidder intends to be considered must be submitted with the bid as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the bid, negating possibility of an award to that bidder. Contractual documents submitted by the successful firm after an award will not be accepted. Failure of the contractor to perform the contract by reason of this non-acceptance of additional conditions shall result in termination of the contract by the City for cause, and may result in debarment of the Contractor for a period of up to three years. Such actions taken by the City shall not release the Contractor from additional remedies that may be allowed by law.
44. All bidders or offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or

offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Number or Statement: _____

Any business entity that enters into a contract with a public body pursuant to this chapter 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, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**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 \$ _____

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:

GENERAL

The City of Newport News is interested in receiving bids to provide semiannual inspections in accordance with Telecommunications Industry Association/Electronic Industries Association 222-F (TIA/EIA 222-F), routine maintenance, repair and emergency services described in these specifications for all City maintained communication towers.

This Invitation for Bids (IFB) shall be the basis for establishing blanket purchase order contracts for inspection and maintenance services as needed during the period(s) specified.

CONTRACT PERIOD

The contract period shall be from date of award (anticipated to be on or about June 1, 2010) through May 31, 2011 with options to renew, at the City's sole discretion, for up to four (4) additional years in one (1) year increments. Unless sooner terminated by either party (See *Conditions and Instructions*, paragraph 40), the contract shall automatically renew annually on June 1st for four successive years. Written notice of intent to renew shall not be required. Issuance of a purchase order shall constitute exercise of the renewal option.

NOTE: The City operates on a fiscal year from July 1 through June 30. Purchase orders are good through the end of a current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the current contract period and/or subsequent renewal periods.

REFERENCES AND DEFINITIONS

The following industry references and definitions are used throughout these specifications:

- TIA/EIA-Telecommunications Industry Association/Electronic Industries Association
- FCC-Federal Communications Commission
- FCC OET-Federal Communications Commission Office of Engineering & Technology
- RF-Radio Frequency
- OSHA-Occupational Safety and Health Administration
- NATE-National Association of Tower Erectors
- FAA-Federal Aviation Administration

SCOPE OF WORK/SERVICES

The contractor shall provide all materials (except as otherwise stated), equipment, labor, supervision and incidentals required to maintain lights, antennas, transmission lines, and the structural integrity of communications towers and antenna sites as described herein. Services shall be performed on the following City maintained sites:

1. City Hall Roof Top - 2400 Washington Ave, Newport News VA 23607 (20' J-Frame tower)
2. City Hall Roof Top – 2400 Washington Ave. Newport News, VA23607 (40' Guyed tower)
3. Fire Station #3 – 104 Main Street, Newport News VA 23601 (110' Self-supporting tower)
4. Fire Station #4 – 13561 Jefferson Ave, Newport News VA 23602 (60' Self-supporting tower)

5. Fire Station #5 – 17300 Warwick Blvd, Newport News VA 23603 (110' Self-supporting tower)
6. Fire Station #8 – 531 J. Clyde Morris Blvd, Newport News VA 23601 (250' Self-supporting tower)
7. Lee Hall – 519 Industrial Park Dr., Newport News VA 23602 (300' Self-supporting tower)
8. Ground Air Tactical (GAT) Site – 100 Tower Lane, York County VA 23693 (500' Guyed tower)
9. Todd Stadium (WHRO) – 12465 Warwick Blvd., Newport News VA 23606 (500' Guyed tower)
10. Radio Shop – 513 Oyster Point Rd., Newport News VA 23602 (60' Self-supporting tower)
11. Radio Shop – 513 Oyster Point Rd., Newport News VA 23602 (80' monopole tower)
12. Emergency Operations Center (EOC) – 525 Operations Drive, Newport News VA 23602 (60' Self-supporting tower)
13. Grissom Library – 366 DeShazor Dr, Newport News VA 23602 (120' Self-supporting tower)
14. Police Department (PD) Headquarters – 9710 Jefferson Ave. Newport News VA 23605 (110' Self-supporting tower)

The City reserves the right to add or delete tower sites and/or make significant structure changes based on mandated regulatory and/or other requirements. Contract pricing and provisions will be adjusted accordingly. Such changes shall be mutually agreed upon by both parties in a written amendment.

Permits

Contractor shall be responsible for furnishing all necessary permits as required by the City of Newport News prior to commencement of any work or services under the scope of this contract.

Safety

The Contractor is solely responsible for the proper training and safety of all personnel performing tower maintenance services under the scope of this contract. The Contractor shall insure that only properly trained personnel will perform the prescribed work. The contractors' personnel shall be trained in safe climbing practices, radio frequency (RF) exposure safety and be familiar with the Federal Communications Commission Office of Engineering & Technology (FCC OET) Bulletin 65; Guidelines for Human Exposure. The Contractor shall be responsible to provide OSHA approved climbing and fall protection devices, calibrated personnel RF safety monitors and other safety devices required for personnel protection for the performance of tower maintenance services. Personnel performing services under the scope of this contract shall sign a statement that they have received and understood safety training on fall protection and RF exposure.

Membership in National Association of Tower Erectors (NATE) and compliance with the organizations practices and policies is desirable.

Inspection Criteria

Perform semi-annual inspections of all sites. Inspections shall include the correction of any minor discrepancies that can be performed with general hand tools during the course of the inspection process. Additionally for each tower location, a written report shall be provided to the City detailing the conditions found, structural integrity, and any discrepancies corrected or needing additional attention. The report will also include a paint condition statement. This statement shall be detailed enough to project the need for repainting 1 year in advance.

Inspections shall be performed in June and December with the reports due to the City within 30 days of the inspection date. Inspections shall be in accordance with TIA/EIA 222-F as outlined in annex E (or

any current revision of the TIA/EIA standard). Inspections shall include (but not be limited to) the following:

1. Check guy wire tensions, conditions, and anchor points for sites with guyed towers.
2. Re-lamp sites (Sites #6, 7, & 8) annually.
3. Check bolts, transmission lines, mounting arms, hardware, cable clamps, grounding connections, etc. for corrosion, tightness, and proper condition at each site.
4. Check weatherproofing on all transmission line connections and grounding kits connections. Re-weatherproof as necessary.
5. Repair or replace grounding kits or bonded welds that have deteriorated (at the City’s discretion). The City will provide replacement grounding materials or at the City’s option negotiate with the Contractor for this material as a separate request.
6. Ensure water is not collecting in tower members. Unplug drain holes as necessary.
7. Inspect tower paint and insure paint condition is within FAA regulations covering color range and painted areas (Site #8). Report paint condition as outlined in earlier in this section.
8. Inspect galvanized finish to insure rust protection of structure. Replace rusted hardware and mounts as necessary. Report any tower members that need the galvanized finish repaired or replaced.

Exceptions

1. Tower service for the Todd Stadium (Site # 9) shall cover only the City’s antennas, transmission lines, grounding, and mounting. Emergency lighting or re-lamping service is not necessary at this site. However, the site report shall include any discrepancies in the structural integrity of the tower or any problems on the tower that might endanger the City’s antennas or transmission lines.
2. Contractor must provide at least 72 hour notice prior to climbing the GAT tower (Site #8) above the 320 foot level, and must coordinate work time with Radio Station 94.1 in cases where reduced power operation of the station is necessary.

Emergency Service

The contractor shall provide labor for emergency antenna repair or replacement. This may also include climbing assistance to isolate defective antennas and transmission lines utilizing test equipment. Since the City’s towers support Public Safety Communications, downtime is critical, therefore all requests for emergency service shall be honored expediently with a maximum response time of 48 hours from time of notice. *The Contractor shall provide a 24 hour contact number for emergency notifications.* Additionally the contractor shall provide service for lighting system malfunctions within 72 hours notice. **Emergency service includes weekend and/or after hour labor for inspections or emergency lighting repairs to communications sites # 1, 6, 7, and 8.**

Please provide the contact name, telephone number(s) and email address for emergency services:

Emergency Service shall include (but not be limited to) the following:

1. Provide labor for the repair of lighting systems, to include lamps, fixtures, and controls. Lamps/bulbs to be supplied by the Contractor.
2. Provide labor for the testing and repair of transmission lines and connectors.
3. Provide labor for the repair or replacement of defective antennas.

Materials

The Contractor shall provide all materials and expendable supplies needed for correction of minor deficiencies, routine maintenance and repair such as lamps/bulbs and tower hardware (nuts, bolts, washers, clamps, etc.). Additional costs for materials, supplies, and repair parts shall be separately itemized and *pre-approved* by the City.

ADDITIONAL REQUIREMENTS

Upon the City’s request, the Contractor shall submit the following documents:

- A statement of safety practices
- Acknowledgement of GAT site restrictions (Review item #2 of Inspection Criteria, under “Exceptions”)
- Proof of required insurance (See *Conditions and Instructions*, paragraph 27)
- Additional references

REFERENCES*

Please provide a minimum of 3 similar tower maintenance contracts performed within the past 3 years for organizations similar in nature and size to the City of Newport News.

-1- NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:
PRIMARY ACCOUNT EXECUTIVE:

-2- NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:
PRIMARY ACCOUNT EXECUTIVE:

-3- NAME AND ADDRESS OF CONTRACTING ENTITY & SPECIFIC SERVICE(S) PROVIDED

PRINCIPAL CLIENT (NAME) AND PHONE NUMBER:
PRIMARY ACCOUNT EXECUTIVE:

** The City reserves the right to ask for additional information.*

PRICING SCHEDULE

	COMMUNICATIONS TOWER SITE – LOCATION-TYPE	ANNUAL SERVICES (INSPECTIONS & ROUTINE MAINTENANCE)
1	City Hall Roof Top - 2400 Washington Ave, Newport News VA 23607 (20' J-Frame)	\$
2	City Hall Building – 2400 Washington Avenue, Newport News, VA 23607 (40' Guyed)	\$
3	Fire Station #3 – 104 Main Street, Newport News VA 23601 110' Self-Supporting)	\$
4	Fire Station #4 – 13561 Jefferson Ave, Newport News VA 23602 60' Self-Supporting)	\$
5	Fire Station #5 – 17300 Warwick Blvd, Newport News VA 23603 (110' Self-Supporting)	\$
6	Fire Station #8 – 531 J. Clyde Morris Blvd, Newport News VA 23601 (250' Self-Supporting)	\$
7	Lee Hall – 519 Industrial Park Dr., Newport News VA 23602 (300' Self-Supporting)	\$
8	GAT Site – 100 Tower Lane, York County VA 23693 (500' Guyed)	\$
9	Todd Stadium (WHRO) – 12465 Warwick Blvd., Newport News VA 23606 (500' Guyed)	\$
10	Radio Shop – 513 Oyster Point Rd., Newport News VA 23602 (60' Self-Supporting)	\$
11	Radio Shop – 513 Oyster Point Rd., Newport News VA 23602 (80' monopole)	\$
12	EOC – 525 Operations Drive, Newport News VA 23602 (60' Self-Supporting)	\$
13	Grissom Library – 366 DeShazor Dr, Newport News VA 23602 (120' Self-Supporting)	\$
14	PD Headquarters – 9710 Jefferson Ave. Newport News VA 23605 (110' Self-Supporting)	\$
TOTAL BID PRICE:		\$

Indicate Hourly Labor Charge* for:

- 1. Regular Hours (7 a.m. – 4 p.m. Monday –Friday): \$ _____
- 2. After Hours/Weekends/Holidays: \$ _____
- 3. Other: \$ _____

* Hourly labor charges will be used for services other than inspections and routine maintenance.

PRICE

Prices quoted shall remain firm for the initial contract period. If the contract is renewed, prices may be adjusted during each renewal contract period according to the *Price Escalation/De-Escalation* terms below.

PRICE ESCALATION/DE-ESCALATION

Contractor may request an adjustment for annual services and hourly labor rates not more frequently than once during any contract (renewal) period. Price adjustments shall be based on the percentage change of the Consumer Price Index - Urban Wage Earners and Clerical Workers (**CPI - W**) U.S. city average, not seasonally adjusted for series Id: *Other Services* as published by the United States Bureau of Labor Statistics for the latest twelve months, for which statistics are available. The percentage change shall be applied to the (then) current contract prices in effect for the City. The newly adjusted prices shall become effective upon a mutually acceptable date and shall affect all service work *on or after that date*. All progress work in progress shall be completed and billed at the previous contract prices. **Price adjustments will not be automatic.** The contractor shall submit a written request (email, facsimile, etc...) to the City (ATTN: Purchasing Department).

Based on economic factors and/or market conditions, the City reserves the right to request a reduction in price at any time during any contract period. The same index shall be applied in the same manner as above for price de-escalation adjustment(s).

AWARD

Award will be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest **responsible** and **responsive** bidder, based on *total bid price*. In determining the lowest responsive, responsible bidder, in addition to price, the City shall consider quality, delivery time, payment terms, warranties, availability of parts and cost of maintenance, as well as the capacity, character, integrity, and reputation of the bidder, and any past experience with the product(s) offered or the bidder. (See also *Conditions and Instructions*, #10).

QUESTIONS

Questions pertaining to this IFB should be directed to the Department of Purchasing, Marie-Therese (Mimi) M. Gartner by email: mgartner@nngov.com or facsimile (757) 926-8038, ***not later than four business days prior to bid due date***. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

EXCEPTIONS:

Bidder must sign one 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):

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.

PAYMENT TERMS IF OTHER THAN 2%-20 NET 30 DAYS _____

Payment terms shall be considered in determining the low bidder.

BID RESULTS

Bid results may be obtained from our web site: www.nngov.com/purchasing or www.demandstar.com

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: _____