



# INVITATION FOR BIDS

## Hauling of Silt and Various Types of Debris

IFB #2010-2057-1024

August 26, 2009

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](http://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, 4<sup>th</sup> 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 Services:** Establish a blanket order contract to cover "Hauling of Silt and Various Types of Debris" (trees, stumps, stone, rock, rip rap, other material) which has been removed from major ditches, lakes, and other drainage systems located throughout the City of Newport News. This will be an initial term contract with the City's option to renew up to four (4) years in one-year increments.

**Bid Due:** September 22, 2009 at 3:00 p.m.

**Contract Officer:**

Rose C. Kee, CPPB, Buyer, (757) 926-8028, email: [rkee@nngov.com](mailto:rkee@nngov.com)

**AN ORIGINAL AND TWO (2) 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: 09/22/09

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 considered in determination of low bid.
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](http://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.ngov.com/purchasing](http://www.ngov.com/purchasing) or [www.demandstar.com](http://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 sell 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 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.**

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:

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

	Company Name
Total <b>SBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>MBE</b> Dollars to be Sub-contracted \$ _____	_____
Total <b>WBE</b> 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:

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**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 lowest 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  
Old Dominion University  
Tidewater Community College  
Southeastern Public Service Authority  
Jamestown/Yorktown Foundation

Revised, 08/12/09

## HAULING OF SILT AND VARIOUS TYPES OF DEBRIS

### **GENERAL:**

This Invitation for Bid shall be the basis for establishing a Blanket Purchase Order Contract for “Hauling of Silt and Various Types of Debris” which has been removed from major ditches, lakes and other drainage systems located throughout the City. The contract should cover a minimum of sixty (60) days per year during the dry season.

### **SCOPE OF WORK:**

The silt and debris (trees and stumps, stone, rock, rip rap and other materials) will be removed from ditches, and other areas by the City's Stormwater Operations Division as the dry weather periods permit. The materials shall be delivered to a City selected disposal site which may result in a travel distance of up to 20 miles. The Stormwater Operations Supervisor will determine routes between job and dumpsites.

The hauling service shall be performed normally Monday through Thursday from 8:00 a.m. to 5:00 p.m. which equates to four nine hour days per week. During weeks that have holidays the hours will be from 8:00 a.m. to 3:00 p.m. Hours may be modified at the discretion of the City to accommodate various circumstances.

It shall be the responsibility of the Stormwater Operations Supervisor to make the decision to cancel the hauling on any given day because of wetness, or down time of City equipment. The contractor will be notified by the City every day that it becomes necessary to cancel the service. The service will be cancelled in the event of known or unexpected rain.

The successful contractor shall be required to furnish each day a minimum of three (3) tandem trucks with a capacity of 15 cubic yards per truck. It shall be understood that the City cannot commit to long-term utilization at this frequency. This is an anticipated amount, and in no way shall guarantee the contractor that a certain number of trucks will be utilized on a daily basis. The City's supervisor shall determine the number of trucks needed.

The contractor will be given a 48-hour notice prior to the start of each job request. Nothing in this solicitation shall in any way limit the City's ability to decrease, increase, or end the use of the contractor's vehicles.

The City will not assume or accept any liability for overloaded vehicles operated by the contractor. The contractor shall ensure that the vehicles used to haul materials are built and utilized in a manner that eliminates loss of materials during transport. **All tandem trucks shall have water-tight beds, and safety locking devices to prevent leakage of silt and waste on open highways.**

All traffic violations received by the contractor or his employees shall be the responsibility of the contractor. All damages to private and City property or equipment caused by the contractor shall be the responsibility of the contractor.

The City shall require certificates of insurance as proof that both the trucks and drivers are insured. See "Insurance Endorsements" section of this IFB. The successful contractor shall guarantee the City that only those drivers with state approved driver's licenses will be permitted to operate the trucks transporting the City materials.

Violations of any of these requirements may result in termination of the contract.

**CONTRACT PERIOD:**

The initial contract period will be from date of award through October 31, 2010. At the City's option, the contract may be renewed up to four (4) additional years in one (1) year increments.

**PRICING:**

The prices quoted shall remain firm for the initial contract period. The City reserves the right to negotiate reductions in the quoted prices at any time during the contract period or extensions in response to changing market conditions.

**PRICE ESCALATION/DE-ESCALATION:**

Prices are to remain firm except in subsequent years if the contractor request a price increase. The contractor may request, in writing at least sixty (60) days in advance of the contract ending date, an increase/decrease.

Should the City elect to exercise the option to renew the contract for additional year(s), the contract prices for the additional years shall not exceed the percentage increase/decrease of the "Services" category of the CPI-W SECTION OF THE COMSUMER PRICE INDEX of the United States Bureau of Labor Statistics for the latest twelve month for which statistics are available; however shall not exceed 5% in any year.

Should the price change be granted and the City elects to renew the contract, the purchase order will reflect the changes.

**QUANTITY:**

The "estimated annual usage" of services is expressly agreed to be an estimate only, and nothing herein shall bind the City of Newport News to purchase any specified amount of services. It is also further understood that the City of Newport News shall not be obligated to purchase or pay for any services covered unless and until ordered/performed and received by the City of Newport News.

**REFERENCES**

**Reference 1**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 2**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**Reference 3**

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
<b>Description of Work Performed:</b>		<b>Contract Amount: \$</b>	

**AWARD**

Award shall be made in accordance with Chapter 2, Article XX, Section 2-563, Newport News City Code. It will be made to the lowest responsive, responsible bidder. In determining the lowest responsive, responsible bidder, in addition to price, the City shall consider quality, delivery time, payment terms, options available and suitability of the services offered for the intended use, as well as the capacity, character, integrity, and reputation of the bidder, and any past experience with the service offered of the bidder.

The City reserves the right to make award to a primary provided and a secondary provider. The secondary provider will be contacted only in the event the primary provider cannot supply materials.

**QUESTIONS**

Questions regarding this IFB, should be directed to the Department of Purchasing, Rose Kee by email: [rkee@nngov.com](mailto:rkee@nngov.com) (preferred) or facsimile at (757) 926-8038, *not less than five (5) business days* prior to the proposal due date. All questions must be submitted *in writing*; telephonic inquiries will not be considered.

**BID PRICE PAGE**

ITEM	ESTIMATE QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	1960 HOURS	HOURLY RATE FOR TRUCK AND DRIVER.	\$ _____	\$ _____
2.	500 HOURS	COST PER TRIP FOR BOTH DRIVER AND TRUCK REGARDLESS OF DISTANCE TRAVELED.	\$ _____	\$ _____
3.	500 HOURS	COST PER TRIP FOR BOTH DRIVER AND TRUCK IF: A). DISTANCE TRAVELED IS LESS THAN 10 MILES	\$ _____	\$ _____
	500 HOURS	B). DISTANCE TRAVELED IS LESS THAN 20 MILES BUT MORE THAN 10 MILES.	\$ _____	\$ _____

**Indicate payment terms if other than "2% 20, Net 30 days":** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**ANTI-COLLUSION CERTIFICATION**

The offeror 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: \_\_\_\_\_

## **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 intent 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><b>TYPE INSURANCE COVERAGE</b></u>	<u><b>LIMITS</b></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

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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.**

<b>INSURED</b>	<b>POLICY NO.</b>	<b>SEQ. NO.</b>
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<b>PRODUCER</b>	<b>EFFECTIVE DATE</b>
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	<b>SCHEDULE</b>	
Alternate Employer	Address	State of Special or Temporary Employment

**City of Newport News  
c/o Purchasing Department  
2400 Washington Avenue  
Newport News, 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 Construction Contract: Hauling of Silt and Various Types of Debris

Contract Number: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

**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.

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**BID RESULTS**

Bid results may also be obtained from our website at: [www.nngov.com/purchasing](http://www.nngov.com/purchasing) or [www.demandstar.com](http://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 page to reproduce the information. You may contact the Purchasing Department to determine the number of pages. This information is also available on: [www.demandstar.com](http://www.demandstar.com)