



Office of Purchasing
City of Newport News
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
757-926-8721

REQUEST FOR QUOTES

RFQ No. 25-2989-3103

Title: CRUSHED CONCRETE
Issue Date: January 6, 2025
Proposals Due: January 14, 2025 at 11:00 am

The City of Newport News (the “City”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein and proposals will be received at <https://secure.procurenow.com/portal/nnva/>, through the due date and hour shown above (local prevailing time).

Contracting Officer: Vernest Rice, Senior Contract Specialist ricevo@nnva.gov
Assistant: Kyle Pitchford, Procurement Services Specialist pitchfordkm@nnva.gov

City of Newport News
REQUEST FOR QUOTES
Crushed Concrete

I. Introduction.....

II. Specifications.....

III. Standard Terms and Conditions.....

IV. Contract Specific Terms and Conditions.....

V. Insurance Requirements

VI. Quote.....

VII. Vendor Questionnaire.....

Attachments:

A - Sample Contract

1. Introduction

1.1. Summary

The City of Newport News (the “City”) is seeking bids from qualified firms (the “Bidder” or “Contractor”) to furnish the goods and/or services described herein and bids will be received via the City’s e-Procurement Portal, OpenGov Procurement (<https://secure.procurenow.com/portal/nnva>), to be received no later than Tuesday, January 14, 2025 at 11:00 am (local prevailing time).

The purpose of this Request for Quotes (RFQ) is to solicit quotes to furnish/provide crushed concrete for the City's Waterworks Department.

1.2. Contact Information

Project Contact:

Vernest Rice

Senior Contract Specialist
2400 Washington Ave
4th Floor
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Email: ricevo@nnva.gov
Phone: [\(757\) 926-8032](tel:(757)926-8032)

Procurement Contact:

Kyle Pitchford

Procurement Services Specialist
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Phone: [\(757\) 926-8042](tel:(757)926-8042)

Department:

Office of Purchasing

Department Head:

Gary Sightler
Purchasing Agent

1.3. Timeline

Release Project Date	January 6, 2025
Question Submission Deadline	January 8, 2025, 11:00am
Bid Submission Deadline	January 14, 2025, 11:00am

2. Specifications

2.1. Purpose

The purpose of this Request for Quotes is to solicit quotes to furnish/provide crushed concrete, on an 'as needed' basis to the City's Waterworks Department. The City of Newport News is looking to enter into a Contract with a qualified Contractor to provide this product.

2.2. Specification Details

1. Crushed Concrete Size : 1.25" to dust.
2. Delivery Product: Product shall be delivered to City indicated jobsites. Jobsites shall typically be within Newport News City limits and its environs. The current jobsite is a wooded area near 2500, Denbigh Boulevard, Yorktown, VA 23692.
3. Pick-up Product: Product shall be loaded onto City trucks at Contractor's plant/facility and picked up by City Staff. Bidders' facilities must possess appropriate loading accommodations where City trucks may be conveniently loaded without encumbrances.
4. All deliveries must be completed within seven (7) calendar days from the date of receipt of order.
5. Estimated annual usage: 1,200 tons.

3. Standard Terms and Conditions

3.1. Pre-Quote and Quote Submission Requirements

- A. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Quotes (also referred to "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Bidder is ineligible for award.
- B. All quotes shall be submitted via the City's e-Procurement Portal, OpenGov Procurement and be received no later than Tuesday, January 14, 2025 at 11:00 am. Fax and Email transmittals will not be considered. Quotes cannot be submitted after the due date and time noted above. Failure to return required documents and information specified herein may result in a determination that the quote will not be considered for award.
- C. A Notice of Award will be posted in OpenGov Procurement once an award has been made.
- D. All quotes shall be submitted in accordance with this Request for Quotes. The Bidder may attach any additional information with the quote, in the space provided.
- E. All quotes must be submitted by an officer or employee having the authority to sign on behalf of the firm.
- F. Failure to provide a quote from an authorized representative shall be cause for rejection of the quote.
- G. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.
- H. The Terms, Conditions and Specifications in this Request for Quotes shall supersede any terms and conditions offered by the Bidder. Any additional conditions that a Bidder intends to be considered must be submitted with the quote and be noted as an exception, however, exceptions may result in the quote being determined non-responsive. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.
- I. Failure to use the forms provided may be cause for rejection of the quote.
- J. The viability and accessibility of the Bidder's submitted attachments is entirely the responsibility of the Bidder. Attachments that are not accessible cannot be considered during the review and evaluation of the bid, which may result in that bid being determined non-responsive and not being further considered for award.
- K. Each quote shall be submitted with the understanding that, upon acceptance by the City, the Bidder shall furnish any or all of the goods and/or services described herein. The accepted quote shall constitute a contract between the Bidder and the City and shall bind the Bidder to furnish and deliver the goods and/or services at the stated prices and in accordance with the Terms, Conditions and Specifications of the Request for Quotes and quote. The City shall order the goods and/or services from the Bidder at the stated prices except for reasons beyond reasonable control, including but not limited to, availability of funds and the Contractor's inability to deliver goods or services within the required timeframe.
- L. Submission of a quote is not to be construed as an award or an order to ship.
- M. A quote by the Bidder certifies that they are not currently debarred or suspended by a

local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the quote. Suspension or debarment may disqualify the Bidder from award of a contract.

- N. Bidders have the right to request withdrawal of their quotes from consideration due to error by giving written notice not later than two business days after quotes are opened. Work papers showing evidence of error(s) may be required.

3.2. Notification

This solicitation is posted on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov) and is available for free download. A direct link to all City of Newport News solicitations on eVA is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar. Bidders and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the eVA solicitation webpage.

Note: The City of Newport News utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

3.3. Addenda

Changes or supplemental instructions to this Request for Quotes will be posted online with this solicitation. It is the Bidder's responsibility to check for addenda prior to the quote due date and time to ensure that all Addenda are received. Addenda shall be posted on the City's e-Procurement Portal, OpenGov Procurement and Addenda notifications will be sent via email to all persons on record who are following this RFQ on OpenGov Procurement.

All Bidders shall acknowledge receipt of Addenda with the quote. Acknowledgement of all Addenda shall be completed in OpenGov Procurement. If all Addenda are not acknowledged, the quote may not be accepted and be deemed non-responsive.

3.4. Award

- A. Award will be made to the lowest responsive and responsible Bidder (reference Method of Award provision contained herein). The ability, capacity, skill, character, integrity, reputation, judgement, experience, efficiency, ability to perform within the time specified, quality of performance of previous contracts, financial resources, suitability of goods or services to particular purpose and future maintenance and service and any exceptions noted will be taken into consideration in making an award.
- B. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. The results of investigations and inspections may result in rejection of the quote. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications.
- C. The City reserves the right to reject any quote in whole or in part and to delete items before making an award when the City determines that any of the quote prices are significantly unbalanced to the potential detriment of the City and for other reasons when in the City's best interest.
- D. The City reserves the right to waive any informality if it is determined to be in the best interest of the City.

- E. In the event of an error or inconsistency between the unit price(s) and the extension of prices, the unit price(s) shall govern.
- F. If the quote from the lowest responsive and responsible Bidder exceeds available funds, the Purchasing Agent or designee may negotiate with the apparent low Bidder to obtain a contract price within available funds.
- G. A Bidder may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Bidder appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.
- H. The Administrative Appeals Procedure is posted on the Office of Purchasing website <https://www.nnva.gov/707/ Vendor-Resources>. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of quotes, 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.

3.5. Notices and Communications

Notices and communications related to the contract resulting from this Request for Quotes shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.

3.6. 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 goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

3.7. Authorization to Transact Business in Virginia

All Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Bidder 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 the quote a statement describing why the Bidder is not required to be so authorized.

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. Visit <https://www.scc.virginia.gov/> for more information.

3.8. Cooperative Purchase

If authorized by the Bidder, the contract resulting from this Request for Quotes may be extended to other public bodies, agencies or institutions within the United States to purchase at the contract prices, terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify the jurisdictions of the availability of contract(s), if desired. Bidders who do not wish to extend the prices, terms and conditions to other public bodies shall so indicate in the bid.

3.9. Small, Women-Owned Minority and Service Disabled Veteran-Owned Business Requirements

The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. 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 minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form, if provided herein.

3.10. Faith Based Organizations

The City of Newport News does not discriminate against faith based organizations.

3.11. Non-Discrimination

During the performance of a contract with the City, the Contractor agrees as follows:

- A. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by federal or 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.
- B. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- C. 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.
- D. 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 (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

3.12. Drug Free Workplace

During the performance of a contract with the City, 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.

3.13. Payment Terms

- A. Payment terms shall be "Net 30 Days" unless otherwise stated by the Bidder on the Quote Form. Alternate terms may be offered for prompt payment of bills.
- B. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- C. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.
- D. If offered by the Bidder, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- E. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.
- F. The City does not make advance payments for goods or services by practice.

3.14. Contractor Obligation to Pay Subcontractors (§ 2.2-4354 of the Code of Virginia)

The Contractor shall take one of the two following actions within seven (7) days after the receipt of amounts paid by the City for work performed by subcontractor(s) under the contract resulting from this solicitation:

- A. Pay the subcontractor(s) for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor(s) under the contract; or
- B. Notify the City and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

All contracts awarded by the Contractor to a subcontractor for any portion of the contract shall include:

- A. An interest clause that obligates the Contractor to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt of payment from the City, except for amounts withheld as allowed.
- B. An interest clause that the Contractor shall pay interest to the subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt of payment from the City for work performed by the subcontractor(s), except for

amounts withheld as allowed.

- C. An interest rate clause stating, ‘Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.’
- D. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor(s).
- E. The Contractor’s obligation to pay an interest charge to a subcontractor(s) pursuant to the payment requirements in this section may not be construed to be an obligation of the City. A contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.

3.15. Taxes

Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

3.16. Hold Harmless and Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

The parties to the contract resulting from this solicitation agree that under Virginia state law the City cannot indemnify, defend and hold harmless the Contractor. To the extent any promise or term contained in the contract, including exhibits, attachments or other documents incorporated by reference therein, includes any indemnification or obligation to defend by the City, that promise or term is stricken from the contract and of no effect.

3.17. Interpretation of Specifications

The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications 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.

3.18. Laws and Regulations

The Contractor shall keep 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.

3.19. Governing Law and Venue

This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.

3.20. Rights Under Anti-Trust Laws

The Bidder assigns to the City any and all rights that it may have under the antitrust laws of the

United States and the Commonwealth of Virginia in any way arising from or pertaining to the quote. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.

3.21. Immigration Reform and Control Act of 1986

The Bidder certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

3.22. Assignment of Contract

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

3.23. Default

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

3.24. Termination for Convenience

The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

3.25. Termination for Cause

In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available

to the City by law or contract.

3.26. Contractual Disputes and Claims

In accordance with Section 2-577 of City Code, contractual claims, whether for money or other relief, shall be submitted in writing to the Office of Purchasing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Contractor shall refer to the Administrative Appeals Procedure and Contractual Claims Review Procedure posted on the Office of Purchasing website <https://www.nnva.gov/707/Vendor-Resources> for information on claims submission and appeals related to contractual disputes.

The Contractor shall proceed diligently with the performance of the contract and with any disputed work pending final resolution of any claim or dispute.

3.27. Force Majeure

If the parties are unable to perform or are delayed in the performance of its obligations due to acts of God, natural weather disasters, fire, explosion, flood, war, civil disturbance, terrorism, or any other cause which is not reasonably foreseeable and which is beyond that Contractor's control, then provided that Contractor shall have delivered written notice to the City of the cause of the nonperformance within five (5) business days of the initiation of the delay, then such nonperformance shall not be an event of default under a contract resulting from this solicitation and the performance shall be resumed at the earliest practicable time after cessation of such interruption. If notice is provided within the manner and timeframe set forth herein, the time for performance of the obligations hereunder shall be extended for the period of the forced delay.

3.28. Rights and Remedies not Waived

In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.

3.29. Severability

If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

3.30. Independent Contractor

The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.

3.31. Conflict

In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the

contract documents shall control.

3.32. Non-Exclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.

3.33. Records and Inspection

The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space in order to conduct audits.

3.34. Entire Agreement

The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

4. Contract Specific Terms and Conditions

4.1. [Questions](#)

Questions regarding this Request for Quotes (RFQ) must be submitted in writing through the OpenGov Procurement Question/Answer Tab via the City's e-Procurement portal, on or before, Wednesday, January 8, 2025 by 11:00 am. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to bidders following this solicitation on the City's e-Procurement Portal received prior to the date and time as provided for in this solicitation.

4.2. [Contractor Qualifications](#)

Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.

4.3. [Method of Award](#)

The City will make a single award, based on the Total Quote, to the lowest responsive and responsible Bidder.

4.4. [Contract/Agreement](#)

Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Quotes. Do not return the sample contract with the quote; it is provided for informational purposes only.

4.5. [Contract Modifications](#)

Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.

4.6. [Contract Period/Renewal](#)

The initial contract period will be for one (1) year from date of award with the option to renew, at the City's sole discretion, for two (2) additional one (1) year periods.

A contract extension, under the terms and conditions contained herein, may be considered for up to six (6) months following the end of the final one year renewal period upon mutual agreement of the City and Contractor.

4.7. [Price Escalation/De-Escalation](#)

Price adjustments may be permitted for changes in the Contractor's material/service costs, not to exceed the change of the Producer Price Index (PPI): PPI Commodity data for Nonmetallic mineral products-Crushed and broken stone/Number WPU13210121, not seasonally adjusted, as published by the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

A price adjustment may be requested after the initial contract period, and each renewal period thereafter, and only when verified and approved by the Office of Purchasing.

The Contractor shall provide a minimum of 30 days advance notice ("advance notification period") of any price increase to the Office of Purchasing. An approved price adjustment will be effective at the beginning of the calendar month following the end of a full 30 day advance

notification period. *(For example, Contractor requests a price increase on August 15. Office of Purchasing reviews and approves the request. New prices will be effective October 1).*

The Contractor shall submit a written request for a price adjustment (email, facsimile, or US Mail) to the Office of Purchasing. Evidence/proof of price change from the manufacturer or other relevant source shall accompany the request. Price adjustments are not automatic and are subject to approval by the Office of Purchasing. If an adjustment is approved by the City, price increases may be limited to a maximum of 5% for each increase period.

Any manufacturer price decreases are subject to implementation at any time and shall be immediately conveyed to the City.

The City reserves the right to request a reduction in price based on economic factors or market conditions during the contract term according to changes in the specified index or other factors. Consumer Price Index or Producer Price Index information and detailed statistics including current percentage changes can be accessed at <http://www.bls.gov/cpi> or <http://www.bls.gov/ppi>.

4.8. Delivery of Goods/Services

The time of proposed delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the Bidder shall so state in the bid.

Product shall be delivered to City indicated job sites. Job sites shall typically be within Newport News City limits and its environs.

All items are to be delivered within 7 calendar days from the date of the order (release) unless otherwise specified. Deliveries shall be made between the hours of 7 AM - 3 PM. Monday through Friday, excluding City holidays and be made to: The current job site is a wooded area near 2500 Denbigh Boulevard, Yorktown, VA 23692.

Delivery tickets shall show quantity, description, unit price, total price, purchase order number and release number.

4.9. Method of Ordering

The City will issue a Blanket Purchase Order; the Contractor shall provide goods or services on an as requested basis from the user department.

The City operates on a fiscal year basis from July 1 through June 30 of each year. Should Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New purchase order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

NOTE: The City utilizes ProcureNow to post solicitations. Purchase Orders will be issued directly from the City's ERP system.

4.10. Quantities

The quantities stated are estimated annual quantities and are provided as a general guide for submitting bids and are not guaranteed. Actual quantities purchased may be more or less than those specified.

4.11. Invoicing and Payment

Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6th Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.

Payment will be authorized following receipt of a valid invoice which must minimally include the Purchase Order Number, Purchase Order Line Item Number(s), Contract number (if provided by the City), Description of Goods and Services, Delivery Date(s) of Goods or Services, Unit Prices and Total Price.

4.12. Product Availability and Substitution

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Office of Purchasing. The City may require, at its discretion, the Contractor provide a substitute item of equivalent or better quality subject to the approval for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the Contractor.

4.13. 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. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

Prior to submitting a quote, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

Insurance requirements are specified herein in Section titled [Insurance Requirements](#).

4.14. Warranty

The Contractor warrants the goods/services furnished to be of the highest quality and to be free from defects for a minimum period of one year from the date of delivery or installation and shall carry the standard manufacturer's warranty. As applicable, the warranty shall include parts, labor and all return delivery costs. Replacements and repairs shall be made by the Contractor at no cost and to the satisfaction of the City. The most favorable warranty the Contractor provides other customers, if better than the warranty requirement stated herein, shall be extended to the City.

4.15. Examination of Conditions

Each Bidder shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the Contractor from furnishing all materials or performing the work in accordance with the Specifications.

4.16. Confidentiality

- A. Each party to the contract resulting from this solicitation shall (i) hold in strict confidence any or all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under a contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. Each party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).
- B. Exclusions: The term “Confidential Information” shall not include information that is:
1. in the public domain through no fault of the receiving party or of any other person or entity that is similarly contractually or otherwise obligated;
 2. obtained independently from a third-party without an obligation of confidentiality to the disclosing party and without breach of this Contract;
 3. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
 4. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.
- C. Return or Destruction: Upon the termination or expiration of a contract, the Contractor shall at its own expense, (a) promptly return to the City all tangible Confidential Information (and all copies thereof except the record required by law) or (b) upon written request, destroy such Confidential Information and provide written certification of such destruction, and (ii) cease all further use of the Authorized User’s Confidential Information, whether in tangible or intangible form. The City shall retain and dispose of Contractor’s Confidential Information in accordance with records retention policies and as required by law.

4.17. Scheduling and Delays

The parties to a contract resulting from this RFQ acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor’s direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor’s award amount.

4.18. Continuity of Services

The services rendered in the contract resulting from this RFQ are vital to City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor, at no additional cost to the City.

5. Insurance Requirements

5.1. General Insurance Requirements

- A. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated “A” or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days’ prior written notice (10 days’ for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.
- B. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.
- C. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor’s performance of the Work and Contractor’s other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment , shall be with the same company. Contractor also agrees that their insurance is primary.
- D. Other insurance may be required depending on the scope of work presented.

The City of Newport News shall be an Additional Insured in all such policies.

5.2. General Insurance Requirements

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages:

Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.

5.3. Commercial General Liability

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI) \$1,000,000

Property Damage per occurrence (PD) \$1,000,000

If Policy has Aggregate Provisions –

Minimum Annual Aggregate Limit \$1,000,000

5.4. [Automobile Liability](#)

For Owned, Non-Owned and Hired Automobile, the minimum Limit of Liability shall be:
Combined Single Limit (CSL) per occurrence \$1,000,000

5.5. [Umbrella Liability](#)

Coverage over the commercial general liability, automobile liability, and employer's liability.
The minimum Limit of Liability shall be:
Combined Single Limit (CSL) \$2,000,000

5.6. [Workers' Compensation](#)

Shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs, and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be \$1,000,000 for each accident, disease/employee, and disease/policy.

In addition, the City requires an Alternate Employer Endorsement naming the City as an alternate employer, if applicable.

5.7. [Additional Insured Provisions](#)

The Contractor and any Subcontractor shall name the following as Additional Insured:
"The City of Newport News, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide at least 30 days' advance written notice of cancellation or non-renewal of insurance to the City of Newport News."

The Contractor shall promptly notify the City in the event it receives notice that any applicable insurance policies have been or will be cancelled including due to non-payment of premium.

5.8. [Required Endorsements](#)

The Additional Insured Endorsement on ISO Form CG 20 10 or similar and for Products/Completed Operations CG 20 37 must be attached to the Certificate of Insurance and must properly reference the above language. WC 00-03-01 (naming the City as an alternate employer for Worker's Compensation claims).

6. Quote

All prices shall be F.O.B. Destination: Freight, delivery costs, fuel, and incidental charges shall be included. Bidder shall include all applicable discounts.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total Cost
1	Crushed concrete delivered to 2500, Denbigh Boulevard, Yorktown, VA 23692, per the specifications of this RFQ.	1,100	Tons		
2	Crushed concrete loaded on to City trucks at Contractor's yard/facility, per the specifications of this RFQ.	100	Tons		
TOTAL					

7. Vendor Questionnaire

Where attachments are requested below, the City recommends the use of the following files types:

- .pdf (Portable Document Format file)
- .doc and .docx (Microsoft Word document)
- .xls and .xlsx (Microsoft Excel spreadsheet)
- .bmp (Bitmap Image File)
- .jpg and .jpeg (JPEG Image)

The viability and accessibility of these attachments is entirely the responsibility of the Bidder. Attachments that are not accessible cannot be considered during the review and evaluation of the bid, which may result in that bid being determined non-responsive and not being further considered for award.

7.1. Primary Contact*

Please provide the following information for the main contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

*Response required

7.2. Secondary Contact - OPTIONAL

Please provide the following information for the secondary contact for all communication regarding this solicitation:

Name

Title

Phone Number

Email Address

7.3. Payment Address*

Please provide the payment address for your organization.

*Response required

7.4. Employer Identification Number*

Please provide the Employer Identification Number (EIN). If an EIN is not available, please provide the Social Security Number associated with your organization.

*Response required

7.5. Qualifications*

Indicate the length of time the company has provided the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

*Response required

7.6. Authorization to Transact Business in Virginia*

Please provide your State Corporation Commission (SCC) Identification Number. If the

Firm/Company is not required to have/maintain registration, please provide the reason. If the Firm/Company is in the process of registering with the SCC, please state so.

For more information on registration and requirements, please visit

<https://www.scc.virginia.gov/>.

*Response required

7.7. Delivery *

Bidders MUST insert a definitive time frame IN CALENDAR DAYS, within which delivery will be made after receipt of order (ARO). Delivery in _____ days.

*Response required

7.8. Warranty*

State of the warranty for goods/services.

If no warranty is provided, please type "N/A".

*Response required

7.9. Payment Terms

Please provide the payment terms for this project. If payment terms are not provided, then the terms shall be "Net 30 Days".

7.10. Cooperative Purchasing*

Bidder will extend term, conditions and prices to other jurisdictions.

Yes

No

*Response required

7.11. Anti-Collusion Certification*

By submitting a response to this solicitation, the Bidder certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this quote 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.

Please confirm

*Response required

7.12. Authorization*

In accordance with the terms, conditions and specifications of this Request for Quotes, the authorized person(s) agrees to furnish the items and/or services requested. The authorized person(s) acknowledges that the quote is valid **for a period of 90 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Quotes, and is authorized to contract on behalf of firm submitting the response. In the space below, enter the name and contact email of the person who has signature authority for the Bidder's company, and is hereby agreeing to the statement above.

*Response required

7.13. W-9*

Please upload a completed copy of the W-9 for your organization.

*Response required

7.14. Supporting Documentation

Please submit any supporting documentation (i.e. descriptive literature, specifications, photographs, diagrams, etc.) that you would like to include with your quote.

7.15. References

References must be for equivalent services. Do not include the City of Newport News as a Reference.

Please provide the following information for all three references, where prompted below:

Name of Business, City, County, or Agency

Street Address

City and State

Contract Dates

Contact Name

Contact Title

Contact Telephone

Contact Email

Description of Work Performed

Contract Amount in Dollars

7.15.1. *Reference #1**

Please provide the requested information for the first reference:

*Response required

7.15.2. *Reference #2**

Please provide the requested information for the second reference:

*Response required

7.15.3. *Reference #3**

Please provide the requested information for the third reference:

*Response required

7.16. Contractor's License

7.16.1. *Contractor's License Confirmation**

Under Title 54.1, Chapter 11, Code of Virginia, a Contractor that for a fixed price, commission, fee, or percentage undertakes to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvements to such real property is required to hold a business license issued by the Virginia Board for Contractors. Licenses are issued in one of three license classes; A, B, or C as follows:

- A. One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$750,000) or more shall show evidence of being licensed as a Class A Contractor.

- B. Ten thousand dollars (\$10,000.00) or more, but less than one hundred twenty thousand dollars (\$120,000) 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 seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.
- C. Over one thousand dollars (\$1,000) but less than ten thousand dollars (\$10,000) 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 (\$150,000) 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.

In addition, a valid business license from the City may be required.

Please confirm

*Response required

7.16.2. *Contractor's License Class and Number**

Please provide the License Class(es) and numbers held by this organization:

- A. "License Class A Virginia Contractor No. _____."
- B. "License Class B Virginia Contractor No. _____."
- C. "License Class C Virginia Contractor No. _____."
- D. Classification/Specialty _____.

*Response required

7.16.3. *Contractor's License Documents*

Please upload a copy of the business licenses held by your organization.

7.17. Small, Women-Owned, Minority-Owned (SWaM) and Service Disabled Veteran-Owned Business

7.17.1. *SWaM Status **

Please review the [City's SWaM program](#). This document is provided for informational purposes only.

A certified SWaM Business is one that holds a current certification from the Virginia Department of Small Business and Supplier Diversity (SBSD), the U.S. Small Business Association (SBA), the Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or from other U.S. State and some Local Government Supplier Diversity Programs.

Is your company a certified Small, Woman or Minority Owned (SWaM) Business or Disadvantaged Business Enterprise?

Yes

No

*Response required

7.17.2. *Certification Type*

If applicable, what is your company's certification type?

Select all that apply

Small Business

- Woman-owned Business
- Minority-owned Business
- Service Disabled Veteran (SDV)
- Disadvantaged Business Enterprise (DBE)

7.17.3. Certification Information

If applicable, please provide the Certification Entity/Agency and the Certification Number(s).

7.17.4. SWaM Certificate/Supporting Documentation

If applicable, attach any supporting documentation, including certificates, in regards to your company's SWaM status.

7.17.5. Subcontracting

Contractors (including SWaM and non-SWaM firms) are encouraged to offer subcontracting opportunities to SWaM businesses to the greatest extent possible.

If applicable, please state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm, similar to the format indicated below:

Total dollars to be sub-contracted: Company Name:

Total Small Business \$ _____

Total Woman-Owned \$ _____

Total Minority-Owned \$ _____

Total SDV Dollars \$ _____

Total DBE Dollars \$ _____

If your firm cannot subcontract any work to SWaM businesses, please elaborate on why subcontracting opportunities are not available or practical.