

INTRODUCED: May 13, 2024

AN ORDINANCE No. 2024 -137

To authorize the Chief Administrative Officer and the Director of Procurement Services, for and on behalf of the City of Richmond, to execute a Goods and Services Contract between the City and Manchester Marketing, Inc. T/A Seibert’s Towing for towing-related services and tow lot operation.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 28 2024 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

WHEREAS, pursuant to a process of competitive negotiation for non-professional services undertaken in accordance with the requirements of Chapter 21 of the Code of the City of Richmond (2020), as amended, City officials have solicited proposals and selected a contractor, Manchester Marketing, Inc. T/A Seibert’s Towing, to provide towing-related services and tow lot operation; and

WHEREAS, pursuant to section 46.2-1217 of the Code of Virginia (1950), as amended, the City’s Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles has

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 28 2024 REJECTED: _____ STRICKEN: _____

reviewed the terms and conditions of the contract and provided its recommendations concerning the same to the City Council; and

WHEREAS, section 46.2-1217 of the Code of Virginia (1950), as amended, requires the approval of the City Council in order for the City to enter into a contract for such towing-related services and tow lot operation;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

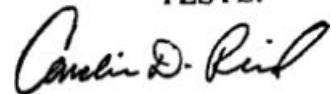
§ 1. That the Chief Administrative Officer and the Director of Procurement Services, for and on behalf of the City of Richmond, be and are hereby authorized to execute a Goods and Services Contract between the City and Manchester Marketing, Inc. T/A Seibert's Towing for towing-related services and tow lot operation in accordance with section 46.2-1217 of the Code of Virginia (1950), as amended. Such contract shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE

**A TRUE COPY:
TESTE:**



City Clerk



City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov

Master

File Number: Admin-2024-0348

File ID: Admin-2024-0348

Type: Request for Ordinance or Resolution

Status: Regular Agenda

Version: 1

Reference:

In Control: City Clerk Waiting Room

Department: Lynne Lancaster

Cost:

File Created: 04/19/2024

Subject: Tow and Tow Lot Operations Contract

Final Action:

Title: To authorize the chief administrative officer to execute a contract for towing and tow lot operations.

Internal Notes:

Code Sections:

Agenda Date: 05/13/2024

Indexes:

Agenda Number:

Patron(s):

Enactment Date:

Attachments: Exhibit A_Negotiated Modification, Exhibit B_Special Terms Conditions, Exhibit C_General Terms Conditions, Exhibit D_Statement of Needs, Exhibit E, Exhibit F_Instructions to Offerors, Goods Services Contract 24000008763, Ordinance Attachment1 - Contract_Seibert's Towing Services AATF 04-19-2024, Section VA Code 46.2-1217 of the Code of Virginia, WD Ordinance - Contract - Seibert's Towing Services_AATF 04-19-2024

Enactment Number:

Contact:

Introduction Date: 05/13/2024

Drafter: Lynne.Lancaster@rva.gov

Effective Date:

Related Files:

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	4/23/2024	Bobby Vincent	Approve	4/22/2024
1	2	4/23/2024	Robert Steidel	Approve	4/24/2024
1	3	4/23/2024	Rene Almaraz	Approve	4/24/2024
1	4	4/24/2024	Sabrina Joy-Hogg	Approve	4/24/2024
1	5	4/26/2024	Jeff Gray	Approve	4/25/2024
1	6	4/30/2024	Lincoln Saunders	Approve	4/29/2024
1	7	5/7/2024	Mayor Stoney	Approve	5/2/2024

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File Admin-2024-0348

Title

To authorize the chief administrative officer to execute a contract for towing and tow lot operations.

Body

O & R Request

DATE: May 7, 2024 **EDITION:** 2

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Lincoln Saunders, Chief Administrative Officer

THROUGH: Sabrina Joy-Hogg, DCAO of Finance and Administration

THROUGH: Rene Almaraz, Director of Procurement Services

THROUGH: Robert Steidel, Deputy Chief Administrative Officer

FROM: Bobby Vincent, Director of Public Works

SUBJECT: TO AUTHORIZE THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE A CONTRACT FOR TOWING AND TOW LOT OPERATIONS

PURPOSE: To authorize the Chief Administrative Officer (CAO) to execute, on behalf of the City of Richmond, a contract with Manchester Marketing, Inc., T/A Seiberts’s Towing (Seiberts’s Towing) for tow-related services and tow lot operations.

REASON: The City requires a contractor to provide towing services and tow lot operations for both City vehicles as requested by the Department of Public Works’ Fleet Management Division and non-City vehicles under the direction of the City’s Department of Police.

RECOMMENDATION: Approval is recommended by the City Administration and the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond (the “Towing Advisory Board”).

BACKGROUND: Va. Code § 46.2-1217 authorizes local governing bodies to enter into contractual agreements with “one or more businesses engages in towing.” The contract will provide towing services and tow lot operations for city vehicles as requested by the Department of Public Works Fleet Management Division and under the direction of the City’s Department of Police.

The City of Richmond prior contract for towing services and towing lot operations with Seibert’s

Towing which was in place for approximately six (6) years. The Contract is not eligible for further renewals. The Towing Advisory Board reviewed the Request for Proposals (RFP) prior to its issuance in accordance with Va. Code § 46.2-1217. A RFP was advertised and a selection committee was formed which included representatives from DPW and RPD.

The city received one (1) bid proposal which was from Seibert’s Towing. The RFP selection committee reviewed the proposal and unanimously agreed on Seibert’s Towing.

Va. Code § 46.2-1217 requires that the Towing Advisory Board review and the City Council approve any contract resulting from this Request for Proposals prior to the award of the contract.

COMMUNITY OUTREACH: The Tow Board has Citizen Representation.

Strategic Initiatives and Other Governmental: City Administration and the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond (the “Towing Advisory Board”).

FISCAL IMPACT: The City will receive additional revenue of approximately \$15,000 annually due to the increase of the City’s profit share amount by \$2 per tow from \$25 to \$27 on citizen-related tows for events such as street cleaning, parades, and parking violations. The projected cost to the City is approximately \$250,000 annually based on court appeals, hold for investigation vehicles, miscellaneous/erroneous tows and Fleet Management needs.

DESIRED EFFECTIVE DATE: Upon Adoption.

REQUESTED INTRODUCTION DATE: May 13, 2024

CITY COUNCIL PUBLIC HEARING: May 28, 2024

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Governmental Operations Standing Committee (May 22, 2024)

AFFECTED AGENCIES: Richmond Police Department, Department of Public Works

RELATIONSHIP TO EXISTING ORD. OR RES: Ordinance No. 2016-176, adopted June 13, 2016.

REQUIRED CHANGES TO WORK PROGRAM (S): None

ATTACHMENTS: (1) VA Code §46.2-1217, (2) the Contract, Exhibits (3) Seibert’s Proposal,

STAFF: Lynne Lancaster, DPW (646-6006)

1

Section VA Code §46.2-1217 of
the Code of Virginia

VA CODE § 46.2-1217

§ 46.2-1217. Local governing body may regulate certain towing.

The governing body of any county, city, or town by ordinance may regulate services rendered pursuant to police towing requests by any business engaged in the towing or storage of unattended, abandoned, or immobile vehicles. The ordinance may include delineation of service areas for towing services, the limitation of the number of persons engaged in towing services in any area, including the creation of one or more exclusive service areas, and the specification of equipment to be used for providing towing service. The governing body of any county, city, or town may contract for services rendered pursuant to a police towing request with one or more businesses engaged in the towing or storage of unattended, abandoned, or immobile vehicles. The contract may specify the fees or charges to be paid by the owner or operator of a towed vehicle to the person undertaking its towing or storage and may prescribe the geographical area to be served by each person providing towing services. The county, city, or town may establish criteria for eligibility of persons to enter into towing services contracts and, in its discretion, may itself provide exclusive towing and storage service for police-requested towing of unattended, abandoned, or immobile vehicles. Such criteria shall, for drivers of tow trucks and towing and recovery operators, be no less restrictive than those established pursuant to Chapter 28 (§ 46.2-2800 et seq.) of this title and regulations adopted pursuant thereto.

Prior to adopting an ordinance or entering into a contract pursuant to this section, the local governing body shall appoint an advisory board to advise the governing body with regard to the appropriate provisions of the ordinance or terms of the contract. The advisory board shall include representatives of local law-enforcement agencies, towing and recovery operators, and the general public.

"Police-requested towing" or "police towing request," as used in this section, includes all requests made by a law-enforcement officer of the county, city, or town or by a State Police officer within the county, city, or town pursuant to this article or Article 2 (§ 46.2-1209 et seq.) of this chapter and towing requests made by a law-enforcement officer at the request of the owner or operator of an unattended, abandoned, or immobile vehicle, when no specific service provider is requested by such owner or operator.

If an unattended, abandoned, or immobile vehicle is located so as to impede the free flow of traffic on a highway declared by resolution of the Commonwealth Transportation Board to be a portion of the interstate highway system and a law-enforcement officer determines, in his discretion, that the business or businesses authorized to undertake the towing or storage of the vehicle pursuant to an ordinance or contract adopted pursuant to this section cannot respond in a timely manner, the law-enforcement officer may request towing or storage service from a towing or storage business other than those authorized by such ordinance or contract.

If an unattended, abandoned, or immobile vehicle is towed as the result of a police-towing request, the owner or person having control of the business or property to which the vehicle is towed shall allow the owner of the vehicle or any other towing and

VA CODE § 46.2-1217

recovery business, upon presentation of a written request therefore from the owner of the vehicle, to have access to the vehicle for the purpose of inspecting or towing the vehicle to another location for the purpose of repair, storage, or disposal. For the purpose of this section, "owner of the vehicle" means a person who (i) has vested ownership, dominion, or title to the vehicle; (ii) is the authorized agent of the owner as defined in clause (i); or (iii) is an employee, agent, or representative of an insurance company representing any party involved in a collision that resulted in a police-requested tow who represents in writing that the insurance company has obtained the oral or written consent of the title owner or his agent or the lessee of the vehicle to obtain possession of the vehicle. It shall be unlawful for any towing and recovery business to refuse to release a vehicle to the owner as defined in this section upon tender of full payment for all lawful charges by cash, insurance company check, certified check, money order, at least one of two commonly used, nationally recognized credit cards, or additional methods of payment approved by the Board. Thereafter, if a towing and recovery business refuses to release the vehicle, future charges related to storage or handling of the vehicle by such towing and recovery business shall be suspended and no longer payable.

The vehicle owner who has vested ownership, dominion, or title to the vehicle shall indemnify and hold harmless the towing and recovery operator from any and all liability for releasing the vehicle to any vehicle owner as defined in this section for inspecting or towing the vehicle to another location for the purpose of repair, storage, or disposal.

(Code 1950, § 46-5.1; 1956, c. 114; 1958, c. 541, §§ 46.1-3, 46.1-3.02; 1960, cc. 75, 204; 1966, c. 297; 1972, c. 267; 1974, c. 142; 1977, c. 666; 1980, c. 551; 1978, c. 282; 1984, cc. 64, 190, 381; 1985, c. 91; 1988, c. 520; 1989, c. 727; 1993, c. 405; 1999, c. 78; 2006, cc. 874, 891; 2008, cc. 470, 647.)



**CITY OF RICHMOND
GOODS AND SERVICES CONTRACT**

This Contract, dated this 23rd day of June, 2024 (the “Commencement Date”) between the City of Richmond, Virginia (the “City”) and Manchester Marketing, Inc., T/A Seibert’s Towing (the “Contractor”), is binding among and between these parties as of the date of the City’s final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. 230011913, as modified by Addendum No. 1 dated September 5, 2023, Addendum No. 2 dated September 19, 2023, Addendum No. 3 dated October 17, 2023, and Addendum No. 4 dated October 19, 2023 (the “Request for Proposals”) for Towing and Tow Lot Operations and Ordinance No. _____ adopted _____, 2024.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.
2. **Contract Amount.** The maximum authorized contract amount for this Contract is One Million U.S. dollars (\$1,000,000.00). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents.
3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:
 - A. This Goods and Services Contract between the City and the Contractor.
 - B. The Negotiated Modifications to Contract Documents for Contract No. 24000008763, attached hereto as Exhibit A.
 - C. The Special Terms and Conditions attached to the Request for Proposals, attached hereto as Exhibit B.
 - D. The General Terms and Conditions attached to the Request for Proposals, attached hereto as Exhibit C.
 - E. The Statement of Needs attached to the Request for Proposals, attached hereto as Exhibit D.
 - F. The Contractor’s proposal dated October 2, 2023, attached hereto as Exhibit E.
 - G. The Instructions to Offerors attached to the Request for Proposals, attached hereto as Exhibit F.

All of these documents are incorporated herein by reference.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

For the CITY:

By: _____
(signature in ink) *Date*

By: _____
Rene M. Almaraz *Date*
Director of Procurement Services

(typed name)

J.E. Lincoln Saunders *Date*
Chief Administrative Officer

(typed title)

IF A CORPORATION, AFFIX CORPORATE SEAL

APPROVED AS TO FORM:



Senior Assistant City Attorney

**EXHIBIT A:
NEGOTIATED MODIFICATIONS TO CONTRACT DOCUMENTS FOR
CONTRACT NO. 24000008763**

These Negotiated Modifications are hereby incorporated into Contract No. 24000008763 (the "Contract") for towing and tow lot operation services as of the date of the City's final signature.

WHEREAS, the City and the Contractor desire to agree in writing to modify the final terms and conditions of Contract No. 24000008763.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth in the Contract, the parties agree that the Contract Documents are modified as follows as of the Commencement Date of the Contract:

1. The Contractor shall provide towing services to the City for code enforcement matters, to include towing inoperable motor vehicles from private property, under the supervision of the City's Code Enforcement Division of the Department of Planning and Development Review and in accordance with all requirements set forth in Article VII of Chapter 27 of the Code of the City of Richmond.
2. Section 3.11 ("Tab 10 – Assisting under-Employed City Residents") of the Statement of Needs of Request for Proposals No. 230011913 is hereby deleted in its entirety.
3. The fourth paragraph ("Requested Price Increases") of page 53 of the Contractor's proposal dated October 2, 2023, is hereby deleted in its entirety.
4. Pages 54 and 61 of the Contractor's proposal dated October 2, 2023, are hereby deleted in its entirety.
5. For the avoidance of doubt, item D on page 55 of the Contractor's proposal dated October 2, 2023, was submitted for informational purposes only and does not reflect the charges and fees agreed to by the parties.
6. Where payments towards the charges and rates set forth in this Contract are paid by a vehicle owner or operator using a credit card, the Contractor may charge and collect from the vehicle owner and operator no more than 3% of the transaction value as a credit card fee. The parties agree this credit card fee is not applicable to any charges or fees paid by the City under this Contract.
7. The parties agree to the following procedures for the adjustment of charges and rates set forth in the Contract:
 - A. The Contractor may request adjustments in the charges and rates set forth in this Contract by furnishing the City with written notice of its request at least 90 calendar days prior to the anniversary of the Commencement Date of the Contract. Any adjustment requests shall not exceed the increase in the following Consumer Price Index (CPI) published by the Bureau of Labor Statistics: All Urban Consumers Price Index (CPU-U) Series ID: CUURA311SA0. The Contractor shall provide documentation with the adjustment request verifying that the

requested adjustment does not exceed 10% of the average going rate for similar services in the Richmond area in accordance with section 5.1(D) of Part IV (“Special Terms and Conditions”) of the Contract.

- B. The City, in its sole discretion, may submit the Contractor’s request for adjustment to the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond for review and recommendation. Should the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond recommend approval of the adjustment, then the City may, in its sole discretion, submit a Contract Modification to City Council for approval.
 - C. In accordance with Virginia Code § 46.2-1217, the Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles in the City of Richmond and the City Council must approve any adjustment in the charges and rates set forth in this Contract. Any adjustment in charges and rates must be documented in writing by the parties in accordance with section 8.5 (“Modification”) of the General Terms and Conditions of the Contract.
8. Section 3.4 (“Unclaimed Vehicles”) in Part IV (“Special Terms and Conditions”) of Request for Proposals No. 230011913 is hereby replaced in its entirety as follows:
- 3.4 **Auction of Unclaimed and Abandoned Vehicles.**
 - 3.4.1 **When Vehicles May Be Auctioned.** The Contractor shall dispose of unclaimed or abandoned vehicles in accordance with applicable laws, including Va. Code section 46.2-1203. Before auctioning any “hold for investigation” vehicles, the Contractor must receive written approval from RPD.
 - 3.4.2 **Vehicles Not Disposed of By End of Contract.** For the disposal of any vehicles that have not been disposed of prior to the expiration or termination of the period of performance of this Contract, the City may, at its option, either (i) proceed to dispose of such vehicles and, after deducting expenses of sale and other expenses, remit to the Contractor a portion of the proceeds sufficient to reimburse it for its towing and storage expenses, provided that the vehicle is sold for an amount equal to or greater than the towing and storage expenses incurred, or (ii) designate the Contractor as the City’s agent to conduct such sale.
 - 3.4.3 **Paperwork.** The Contractor shall process all paperwork required by the laws of the Commonwealth or the ordinances of the City prior to auction and disposal of any vehicle towed at the direction of a police officer.
9. Section 3.5 (“Auctions of Abandoned Vehicles”) in Part IV (“Special Terms and Conditions”) of Request for Proposals No. 230011913 is hereby replaced in its entirety as follows:
- 3.5 **INTENTIONALLY OMITTED.**

10. The chart containing charges and rates set forth in subsection A of section 5.1 (“Authorized Charges or Rates”) in Part IV (“Special Terms and Conditions”) of Request for Proposals No. 230011913 is hereby replaced in its entirety as follows:

Abandoned	\$120	Plus storage \$50/day after 24 hours
Accidents	\$180 \$195	7AM-7PM 7PM-7AM Plus \$50/day upon entering lot
Accident Clean Up	\$25 \$90	Tier 1 – Dry clean up/parts only Tier 2 – Fluids/excessive clean up
City Citations	\$120	Plus storage \$50/day after 24 hours
Release on Scene	\$45	
Disabled	\$95 \$110	7AM-7PM 7PM-7AM Plus \$50/day upon entering lot
DMV/Admin Fee	\$75	Applied after 72 hours
Driver’s Arrest	\$120	Plus storage \$50/day after 24 hours
Environmental/Code Enforcement	\$120	Plus storage \$50/day after 24 hours
Flipover	\$65	
Hold for Investigation (HFI)	\$110	Plus storage \$50/day 24 hours after notice
Jump Start	\$55	
Lockout	\$55	
Mileage	\$3.50/mile \$5.00/mile	Outside Richmond City limits Oversized vehicle mileage
Stolen	\$95 \$105	Plus storage \$50/day after 24 hours 7AM-7PM 7PM-7AM
Storage	\$50/day	Including weekends/holidays
Tire Change	\$50	Per tire
Traffic/Parking Violation	\$120	Plus storage \$50/day after 24 hours
Convenience Tows	\$45	Towing of operable City vehicles
Winching	\$75	Per hour/one hour minimum
Winching oversized vehicles	\$115	Per hour/one hour minimum
Oversized Vehicle Fee	\$170	(10,001 – 16,000 lbs.)

	\$55/day storage rate	
Oversized Vehicle Fee	\$295	(16,001 – 26,000 lbs.)
	\$60/day storage rate	
Oversized Vehicle Fee	\$370/hour	(over 26,001 lbs.)
	\$65/day storage rate	
Air hook up	\$60	
Cage brakes	\$60	
“Crash Wrap” Application	\$25	For non-City vehicles, to protect vehicle interior from inclement weather when windows or windshield are damaged
Remove Drive Shaft	\$60	
Additional labor/stand-by time		
\$65/hour		
Vehicles are available for release from 7:00AM to 8:00PM.		
After hours release fee - \$35, 8:00PM-7:00AM.		
Credit card fee to be charged to vehicle owners/operators for payments made to Contractor by credit card (section 6 of Exhibit A):		
Not to exceed 3% of transaction value		

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

**PART IV
SPECIAL TERMS AND CONDITIONS**

1.0 General Requirements.

1.1 Contractor's Personnel.

1.1.1 Applicability of Section. This Section 1.1 ("Contractor's Personnel") applies to employees or agents of the Contractor and of any subcontractor of the Contractor. The Contractor shall ensure that the provisions of this section are included in any subcontract so that the provisions thereof shall be legally binding on such subcontractor. Under no circumstances do the City and the Contractor intend that any provision of this Section 1.1 ("Contractor's Personnel") or any other provision of this Contract be interpreted or construed in a manner that would result in the Contractor being deemed anything other than an independent contractor or in the City being deemed as an employer of any employee, agent or subcontractor of the Contractor.

1.1.2 When Operators to Be Furnished. The Contractor shall furnish operators when called. These operators shall be available at all times for towing during the City's established parking violation hours. The failure of the Contractor to have its business properly manned shall not be an adequate excuse for failure to promptly respond to the City's towing requests.

1.1.3 Removal of Personnel.

A. The Contractor shall promptly investigate allegations of theft from vehicles or other impropriety or suspected illegal activity. The Contractor shall remove personnel engaging in such improper activity from working under this Contract, and the Contractor shall immediately advise the City thereof.

B. Any of the Contractor's personnel deemed by the Chief of Police or the designee thereof as unsuitable shall no longer perform towing services for the City under this Contract; however, such personnel may perform any other services for the Contractor.

1.1.4 Appearance of Personnel. The Contractor shall furnish experienced wrecker operators of a caliber suitable to interact with the public. All of the Contractor's personnel shall maintain a neat and clean appearance when performing their duties. All of the Contractor's personnel shall display a courteous attitude when dealing with the public and shall render all services in a prompt, courteous and respectful manner.

1.1.5 Operator Training. The Contractor shall ensure that all drivers are thoroughly familiar with city streets and are properly trained in all aspects of operating a wrecker and providing towing services in the most effective and efficient manner possible. Drivers must meet state certification requirements and be certified by the Contractor as to their ability to properly utilize towing equipment based on circumstances

identified in this Contract. The Contractor shall cooperate with the Technical Representative to develop and implement a training certification program for towing service drivers. .

- 1.1.6 **Criminal History Checks and Other Information to Be Provided.** All applicants for employment with the Contractor thereof to provide services under this Contract shall provide a criminal history record check prior to employment. The Contractor shall furnish the City with personnel data on each employee, including fingerprints, photographs, and any other information which the City may request.
- 1.1.7 **Who May Perform Services.** None of the Contractor's personnel shall perform any services until the appropriate City official or the designee thereof has authorized those services. The Contractor shall not allow anyone except authorized employees of the Contractor to perform services under this Contract. The City must provide written approval to the Contractor prior to the Contractor's employment of anyone allowed to perform any services under this Contract.
- 1.1.8 **Licenses of Individual Operators.** All wrecker operators shall be employees of the Contractor duly licensed as required by the Code of Virginia, including, but not necessarily limited to, section 46.2-116 of the Code of Virginia, and shall have such license in their possession at all times when they are operating any equipment in performance of the Contract. Wrecker operators subject to Federal Motor Carrier Safety Regulations as adopted by the Superintendent of the Virginia State Police shall have in their possession any license, certificate or other documents required.
- 1.1.9 **DMV Records.** Upon the commencement of this Contract, and annually thereafter or upon request by a Technical Representative, the Contractor shall furnish the City with copies of Virginia Division of Motor Vehicles ("DMV") records of all persons employed as drivers in the performance of this Contract. DMV record checks must be available at the time of inspection by the Technical Representative.
- 1.1.10 **Driver Training Certificates.** All driver training certificates shall be presented to the Technical Representative at the time of inspection.
- 1.1.11 **Contractor and Employee Identification.** All Contractor personnel responding to calls for service shall wear a shirt, jacket or similar article of clothing which conspicuously identifies the Contractor and the operator's name when on the scene of a traffic incident.
- 1.1.12 **No Guests.** No one other than employees of the Contractor may accompany the wrecker operator to the scene of a police request for towing services.
- 1.2 **Equipment and Labor.** The Contractor shall provide all equipment, tools, supplies, labor and supervision necessary to satisfy its obligations under this Contract.
 - A. The following equipment specifications shall be provided, but are not limited to:

1. One 30-ton rated wrecker (a Holmes 750 or equivalent),
2. One 16-ton rated wrecker, and
3. Four one-ton wreckers, of which at least one must be a roll-back vehicle capable of carrying two vehicles

At each level of tonnage required above, each wrecker shall be capable of towing any disabled vehicle rated at that tonnage without doing unreasonable damage to any vehicle.

- B. The Contractor shall have in good working order a two-way radio or cellular or other mobile telephone adequate to receive directions for the towing service dispatch office.
- C. The Contractor shall maintain at all times an open telephone line and a 24-hour dedicated telephone extension so that the City may call the Contractor when needed.
- D. The Contractor shall ensure that all wreckers and any equipment used in connection therewith are of professional appearance and shall at all times be kept in proper physical condition to the satisfaction of the City so as to render safe, adequate and proper public service and so as not to be a menace to the safety of the general public.

1.3 **Identification and Signs.**

1.3.1 **Wreckers.** The Contractor shall ensure that both sides of every wrecker have the following information in plain view and permanently printed in letters contrasting in color to the color of the wrecker:

- A. The name of the Contractor (or its subcontractor) in letters not less than four inches in height.
- B. The address from which the wrecker is operating and the address of the City Impound Lot, if different.
- C. The telephone number of the Contractor (or its subcontractor) in letters not less than two and one-half inches (2½”) in height.

In no event shall any wrecker have a sign designating it as an official police truck.

1.3.2 **Impound Lot.**

- A. The Contractor shall post a sign inside the business office for the City Impound Lot clearly visible to persons seeking to retrieve their vehicles. The lettering on the sign shall be no less than two and one-half inches (2½”) in height and shall be in contrasting color to the color of the sign. The sign shall include the following information:

1. The amount of storage and towing fees.
 2. Where to file a complaint, in reference to services rendered.
- B. The Contractor shall post signs at the City Impound Lot which readily identify the City Impound Lot.
- C. The Contractor shall post signs, clearly and conspicuously, that inform vehicle owners of their option to request that a party other than the original towing operator tow the vehicle from the City Impound Lot.
- D. The Contractor shall ensure that all signs comply with all applicable laws.

1.4 **Settlement of Claims.** The Contractor shall be responsible for each vehicle placed in the Contractor's care, custody, and control from the moment of contact with such vehicle. The Contractor shall be responsible for the settlement for all claims arising from the Contractor's towing services. The Contractor shall settle all disputes with owners of private vehicles for damages. The City shall not be a party to any such claims or disputes, and the Contractor shall indemnify the City therefor. The City may consider the Contractor's failure to satisfy legitimate claims within a reasonable time a failure to perform under this Contract and may then terminate this Contract in accordance with Part III ("General Terms and Conditions"), Section 6.2 ("Termination with Cause").

1.5 **Performance Evaluations.** Performance evaluation of the Contractor shall take place no less than once per year. The City's Vendor Performance Evaluation Form shall be used for each evaluation and results shall be on record and distributed to the Contractor. The City will consider the following performance criteria as part of any performance evaluation:

- A. Whether the Contractor meets the 30-minute response time required by the Contract.
- B. Whether the Contractor reports tows to the City of Richmond contact as designated by the City's Technical Representative within one hour and inputs tow information into a computer system agreed upon by the City and the Contractor.
- C. Whether the Contractor's (and any subcontractors') wreckers and drivers meet all City and state laws and requirements.
- D. Whether the Contractor's drivers wear uniforms and name tags.
- E. Whether the Contractor keeps the tow lot or lots open during designated hours.
- F. Whether and how well the Contractor clears accident scenes of debris.

- G. Whether and how well the Contractor performs services (e.g., changing flat tires) on City vehicles.
- H. Whether the Contractor has provided quality customer service to citizens and City staff.
- I. Whether the Contractor provides information required electronically by the specified time due.

2.0 Towing Operations.

2.1 First Preference. The City shall have first preference over any other towing that the Contractor provides. The Contractor shall dispatch the first available wrecker to all City calls.

2.2 Required Response Time.

2.2.1 Maximum 30-Minute Response Time Required. The Contractor shall ensure that a wrecker is present within 30 minutes of a request by RPD or DPW if the location specified in the request is within the limits of the city of Richmond.

2.2.2 Effect of Failure to Meet Required Response Time. If the Contractor fails to have a wrecker present within 30 minutes of a request by RPD or DPW at a location within the limits of the city of Richmond specified in a request:

- A. The City may call another towing and recovery operator to fulfill the request;
- B. The Contractor shall remit liquidated damages to the City as required by Section 2.2.3 (“Liquidated Damages for Delay”); and
- C. If such failure to meet the required response time is the third within a period of seven consecutive calendar days, the Contractor shall be deemed to be in material breach of this Contract.

2.2.3 Liquidated Damages for Delay. The City and the Contractor agree that time is of the essence for the Contractor to meet the required 30-minute response time set forth in this section. The City’s damages for the Contractor’s failure to meet the required 30-minute response time specified in this section cannot be accurately ascertained or definitely measured. Payments specified in this section are due the City as damages resulting from late performance, not as penalties. The payment of liquidated damages under this section is in lieu of actual damages for such failures by the Contractor. Should the Contractor, through no fault of the City, fail to meet the required 30-minute response time set forth in this section, the Contractor shall pay the City one hundred dollars (\$100.00) for each such failure to meet the required 30-minute response time set forth in this section. Each separate call for towing services shall constitute a separate event on which liquidated damages, if any, will be assessed. The

City shall calculate whether the Contractor has met the response time based on police records establishing the exact time for requesting service and the actual time of wrecker arrival at the designated location. The City will not consider time for preparing vehicles for moving in calculating liquidated damages. Disputes as to the assessment of liquidated damages shall be submitted as contractual claims in accordance with Part III (“General Terms and Conditions”), Section 7.3 (“Contractual Claims”) of the Request for Proposals. The Contractor shall remit any liquidated damages to the City with its next monthly payment. If the Contractor fails to do so, the City may withhold any liquidated damages from any payments it may owe to the Contractor, whether or not related to this Contract. If the City is unable to withhold liquidated damages because it does not owe payments to the Contractor, then the Contractor shall be deemed to be in material breach of the Contract. The Contractor hereby waives any defenses as to the validity of any liquidated damages stated in this Contract as they may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

- 2.3 **Vehicle Accidents.** RPD shall have complete authority to supervise the Contractor or subcontractor thereof at the scene of an accident. The Contractor shall immediately sweep and haul away all debris, glass, metal parts and other objects littering the area, unless the police officer in charge directs otherwise. If the vehicle owner has no preference on towing company, the police officer in charge shall summon a wrecker. If the Contractor fails to provide the wrecker, the police officer may summon a wrecker who can provide the fastest service. At the request of the police officer in charge, vehicles involved in crimes or hit-and-run accidents or any other violations shall be taken to the location designated by the police officer in charge. Payment for towing or storing vehicles involved in accidents will be the responsibility of the vehicle owner, and the Contractor releases the City from any responsibility therefor.
- 2.4 **When Contractor Will Be Called for Private Vehicles.** RPD will call the Contractor to remove non-City owned vehicles only when the owner or person responsible for the vehicle cannot be found, is incapacitated, or has no preference for a particular wrecker service. Notwithstanding the foregoing, RPD will call the towing service if the wrecker service preferred by the owner or responsible person is unable to be at the scene within 30 minutes.
- 2.5 **Abandoned and Stolen Vehicles.** The Contractor shall comply with all regulations regarding abandoned and stolen vehicles.
- 2.6 **Erroneous Tows Cancelled before Vehicle Hooked up.** The Contractor shall, without charge, release any vehicle when so requested by the City or its agent in instances where the request for towing was erroneously made and the tow request is cancelled before hooking up the vehicle.
- 2.7 **Vehicle Released at Scene (“Drop Fee”).** If the Contractor arrives at the scene after receiving a call from RPD and has already hooked up a vehicle, but the wrecker has not moved, then the Contractor shall release the vehicle to the owner in return for

payment of a service fee at the scene not to exceed the “Drop Fee” amount listed in section 5.1(A) herein.

- 2.8 **Miscellaneous Events.** The Contractor shall relocate or remove, at the request of the City, such other vehicles from parade routes, crime scenes and other emergency areas as may be determined by the City. The City has the right to require the Contractor to tow vehicles in case of emergency or where necessity requires. For tows described in this section, the Contractor is entitled to charge the City the fee for “Convenience Tow” listed in section 5.1(A) herein.
- 2.9 **Special Equipment.** The City may authorize the use of special equipment to alleviate an emergency situation. The Contractor must obtain authorization in advance prior to employing or securing any special equipment.
- 2.10 **Convenience Tows.** The Contractor shall tow operable City vehicles to locations identified by the City for repairs, surplus, and preventative maintenance upon request by the City. The Contractor shall also tow operable City vehicles back to City facilities from such locations. Such tows are considered “convenience tows.” If the required tow involves travel outside the limits of the city of Richmond, the Contractor is entitled to charge for mileage accrued outside of the limits of the city of Richmond, in addition to any fee for convenience tows listed in section 5.1(A) herein.
- 2.11 **Winching Services.** When a vehicle has at least two wheels completely off the roadway or shoulder, or has overturned, and the vehicle must be pulled back onto the roadway in order to be towed, the Contractor shall utilize a winch to pull the vehicle back onto the roadway. The Contractor shall provide any such winching services when they are required in order to tow a vehicle under this Contract.
- 3.0 **Impound Lot Operations.**
- 3.1 **City Impound Lot.**
- 3.1.1 **General Requirements.** The Contractor shall make available a tow lot or other storage facility for use as the City Impound Lot for storage of towed vehicles under this Contract. The City Impound Lot shall (i) be located within the corporate boundaries of the City of Richmond, Virginia, (ii) comply with all state and local laws, (iii) provide adequate safekeeping of at least 400 vehicles and the contents of such vehicles stored on the storage property. The Contractor may either own the City Impound Lot or lease it from another party. If the Contractor leases its storage area, the Contractor shall submit a copy of the lease to RPD within ten days of the lease’s execution. Before the Contractor may use a tow lot or other storage facility as the City Impound Lot, RPD must first inspect and approve such tow lot or other storage facility.
- 3.1.2 **Staffing and Access.** The Contractor shall maintain and staff an office at the City Impound Lot 24 hours per day, seven days per week, and be available to release

vehicles from 7:00 a.m. through 8:00 p.m., seven days per week. . The Contractor shall ensure that RPD is granted access to vehicles stored at the City Impound Lot on demand and without notice at any time.

- 3.1.3 **Maintenance, Additional Lots, Etc.** The Contractor shall ensure (i) the upkeep and maintenance of the City Impound Lot, (ii) that the City Impound Lot is locked or guarded or both at all times and (iii) that all lighting is functioning at all times. The Contractor shall be solely responsible for any damages to its equipment, tools, and other property while such property is on the premises or while the Contractor is otherwise performing its obligations under this Contract. If at any time during the Contract, the City determines that the City Impound Lot is no longer sufficient or available for the use contemplated, the Contractor shall cooperate with the City in utilizing any additional or substitute lots as mutually agreed upon by the parties.
- 3.1.4 **Officially Held Vehicles at City Impound Lot.** The Contractor shall store all officially held vehicles at the City Impound Lot in such a manner that officially held vehicles are physically segregated from all other vehicles.
- 3.1.5 **Security of Vehicles.** The Contractor shall ensure that no vehicle parts, components, accessories or personal items are removed from any vehicle towed without the written consent of the owner of the vehicle or, in the case of an officially held vehicle, RPD. No vehicle's trunk may be opened or otherwise entered except by order and in the presence of a police officer or other authorized local, state or federal agency representative.
- 3.1.6 **Designated Office Space Required.** The Contractor shall provide the City with designated office space at the City Impound Lot for use by RPD. The Contractor's designated office space for the City must accommodate one RPD employee and be of no less than 10 square feet in size. The designated office space provided by the Contractor for the City's use must meet or exceed the following minimum requirements:
- A. Office space lighting that meets all building code requirements for the City's use of the space;
 - B. Appropriate electrical wiring, outlets and network cabling to accommodate at least one personal computer and at least one desk telephone; and
 - C. Access to, and use of, restrooms located within reasonable proximity to the dedicated office space provided by the Contractor.
- 3.2 **Prohibited Storage of Vehicles.** The Contractor shall not store any vehicles on state or City roads. The Contractor shall not store vehicles other than at the City Impound Lot. The Contractor shall tow vehicles only to an approved storage site without delay or interim parking, unless the owner or operator of the vehicle directs that it be towed to another designated location and such direction does not conflict with RPD instructions.

3.3 **Release of Vehicles from Impoundment.**

3.3.1 **Illegally Parked Vehicles.** The owner of a vehicle that is illegally parked and then towed may be reclaimed by the vehicle owner upon presenting satisfactory proof of ownership to the Contractor and by choosing one of the following alternatives:

A. Voluntarily paying in full all towing and storage fees; or

B. Depositing with the Contractor a cash deposit sufficient to cover the towing and storage fees, at which time the vehicle will be released. The Contractor will return the deposit to the vehicle owner only if:

1. A request is made to have the merits of the ticket adjudicated in Richmond General District Court, Traffic Division;
2. The outcome of the hearing in subdivision (1) of this subsection (B) is in favor of the vehicle owner;
3. The vehicle owner presents proof of the hearing outcome to the Contractor, who then will return the deposit to the vehicle owner.

The Contractor may only bill the City for a tow released by the court pursuant to section 3.3.1(B) at the rate set forth in section 5.1(A), and only if the City approves such billing. The Contractor shall provide the City with a copy of the order or release from the court that includes the citation number and vehicle information.

3.3.2 **Vehicles Impounded for Three or More Unpaid Parking Tickets.** The Contractor shall not release a vehicle to the owner or other duly authorized person until all towing and storage fees and fines have been paid. *See* Va. Code § 46.2-1216.

3.3.3 **Officially Held Vehicles.** The Contractor shall not release vehicles towed for investigation and hit-and-run vehicles until RPD has informed the Contractor that RPD has no further use of the vehicle as evidence.

3.3.4 **Stolen Vehicles.** The Contractor will assess the appropriate fees. If a vehicle owner fails to claim a stolen vehicle within a reasonable time after the vehicle owner's receipt of notification of the vehicle's recovery and such vehicle is subject to sale, the Contractor shall be entitled to reasonable towing and storage fees to be paid from the proceeds of the sale. Under no circumstances shall the City be assessed any storage fees or towing fees for stolen vehicles.

3.3.5 **Confiscated Vehicles.** The release of confiscated vehicles from impoundment shall be governed by the applicable provisions of the Code of Virginia relating to the confiscation of vehicles. *See, e.g.,* Va. Code §§ 4.1-336, 4.1-339, 19.2-386.15, 19.2-386.16, 19.2-386.22, 46.2-867 and 46.2-1087.

3.3.6 **Tows in Conjunction with Arrests.** The Contractor shall tow any vehicle upon the request of the vehicle owner or operator when the vehicle owner or operator has been involved in an accident or is being arrested. Under no circumstances shall the City be

assessed any storage fees or towing fees for vehicles towed pursuant to this section 3.3.6.

3.3.7 **“Hold for Investigation” Tows.** At the request of the City, the Contractor shall tow privately-owned vehicles to the City Impound Lot and shall consider those vehicles “held for investigation.”

3.3.8 **Tows to 1660 Commerce Road Facility.** At the request of the police officer in charge, the Contractor shall tow privately-owned vehicles to the City’s 1660 Commerce Road facility. Tows requested in accordance with this section 3.3.8 shall be considered “hold for investigation” tows by the Contractor for all purposes, except that the vehicle shall be delivered to the location as set forth in this section 3.3.8, and the fee to be charged to the City for such tow is the fee listed in section 5.1(A) as “Tows to 1660 Commerce Road Facility.”

3.4 **Unclaimed Vehicles.**

3.4.1 **When Unclaimed Vehicles May Be Auctioned.** The Contractor, in accordance with applicable laws, may auction any vehicles that are not claimed. For all vehicles, notice must first be given to registered owners and persons having security interests of record in accordance with the Code of Virginia. In addition, before auctioning any “hold for investigation” vehicles, the Contractor must receive written approval from RPD.

3.4.2 **Vehicles Not Disposed of By End of Contract.** For the disposal of any vehicles that have not been disposed of prior to the expiration or termination of the period of performance of this Contract, the City may, at its option, either (i) proceed to dispose of such vehicles and, after deducting expenses of sale and other expenses, remit to the Contractor a portion of the proceeds sufficient to reimburse it for its towing and storage expenses, provided that the vehicle is sold for an amount equal to or greater than the towing and storage expenses incurred, or (ii) designate the Contractor as the City’s agent to conduct such sale.

3.4.3 **Paperwork.** The Contractor shall process all paperwork required by the laws of the Commonwealth or the ordinances of the City prior to auction and disposal of any vehicle towed at the direction of a police officer.

3.5 **Auctions of Abandoned Vehicles.**

A. The Contractor shall hold auctions of abandoned vehicles no less than three times per year.

B. In accordance with Va. Code § 46.2-1203, the Contractor shall reimburse itself for the expenses of the auction; the cost of towing, preserving, and storing the vehicle which resulted from placing the abandoned vehicle in custody; and all notice and publication costs incurred.

- C. The Contractor shall be responsible for the submission of any remaining sale proceeds within five business days to the clerk of court pursuant to law. The Contractor shall state whether the abandoned vehicle came into the possession of the Contractor (i) other than at the request of a City police officer, (ii) at the request of DPW, or (iii) at the request of another law enforcement agency.
- D. The Contractor shall coordinate with the clerk of the court and the Technical Representative to ensure that the clerk of the court remits all remaining sale proceeds to the City's Department of Finance for deposit in the City's general fund in instances where the abandoned vehicle came into the possession of the Contractor at the request of RPD or DPW.

3.6 **Storage of Vehicles Towed in Error.** The Contractor shall not charge the vehicle owner or operator or the City for storage of a vehicle when a vehicle is towed by the Contractor due to the mistake of RPD.

4.0 **Record-Keeping and Reporting.**

4.1 **Basic Vehicle Records.** The Contractor shall keep complete records of all pertinent information regarding all vehicles which it tows and stores under this Contract. The City shall have the right to inspect the records at any time. The information to be recorded and kept on each towed vehicle includes, but is not limited to, the following:

- A. The make, model, color, year, point of origin, serial number, vehicle identification number, mileage and tag number.
- B. The reason for the tow.
- C. The date and time the call was received by the Contractor.
- D. The name of the caller and, if any, the responding police officer.
- E. The date, time, and place of the initial towing.
- F. The date and time of arrival at the City Impound Lot.
- G. The charges to the owner of the vehicle.
- H. The disposition of the vehicle and the date of disposition.

The Contractor is obligated to record all of the foregoing details on towed vehicles that are merely involved in a collision and not otherwise stolen, abandoned, or officially held.

4.2 **Additional Records for Officially Held Vehicles.** For each officially held vehicle, the Contractor shall record, in addition to the above information, the case number, the

name of the police officer who ordered the hold, the name of the police officer who released the hold, and the dates when the vehicle was ordered held and released.

4.3 **Inspection Form or Checklist.** The Contractor must conduct a preliminary “walk-around” inspection of all vehicles subject to towing and document the result of such visual inspection through the use of the form or checklist specified by this Contract. This walk-around inspection must be conducted prior to hook-up or loading of the vehicle.

4.4 **Records and Reporting for Abandoned Vehicles.**

A. The Contractor shall keep records on abandoned vehicles in an orderly, accurate and detailed manner and shall make such records available for inspection by the City upon request. The Contractor shall submit a monthly report to the Technical Representative detailing the current status of each abandoned vehicle, including status of sale proceedings and disposition of sale proceeds.

B. The Contractor shall provide the Technical Representative with a daily report of all abandoned vehicles towed to the City Impound Lot the previous day.

4.5 **Monthly Reports.** By the 15th day of each month, the Contractor shall provide the Technical Representative with:

A. A report detailing the status of each abandoned vehicle, including the status of foreclosure proceedings and the disposition of sale proceeds for the month immediately preceding.

B. A report of the records described in Sections 4.1 (“Basic Vehicle Records”) and 4.2 (“Additional Records for Officially Held Vehicles”) for each vehicle that was towed to or released from the City Impound Lot during the month immediately preceding.

4.6 **Form of Records.** The Contractor shall maintain records and use prescribed City forms in abiding by any federal, state and local laws applicable to the towing services. The Contractor must provide a copy of the Contractor’s standard operating procedures for all phases of this operation and a copy of all forms to be utilized within 30 days of the Commencement Date of this Contract.

4.7 **Retention of Bills for Towing.** The Contractor shall retain a copy of all itemized bills for a period of one year from the date of tow.

4.8 **Electronic Records Formats.** The Contractor shall maintain records of all actions related to the Contract. The Contractor’s computer equipment must be able to store and use Microsoft Suite 2007 or higher, to include Microsoft Word, Microsoft Excel, Microsoft Access and Microsoft Outlook. By electronic means, the Contractor shall update the list of vehicles towed within 30 minutes of tow hookup.

5.0 **Payments and Fees.**

5.1 **Authorized Charges or Rates.**

A. The Contractor shall ensure that all charges and rates are reasonable and customary, but in no event shall the towing charges or rates exceed the following amounts for the services described:

Towing City Owned Vehicles outside City Limits from non-City owned property	\$3.50 per mile loaded
Accident (Day)	\$180.00
Accident (Night) 7 p.m. – 7 a.m.	\$195.00
Disabled/Stolen Vehicles	\$95.00 (Day) \$110.00 (Night)
Illegally parked vehicles (including Peak Towing and areas with prohibitive signs)	\$120.00
Additional fee for Over-sized Vehicle (10,001-16,000 lbs.)	\$170.00
Additional fee for Over-sized Vehicle (16,001 to 26,000 lbs.)	\$295.00
Over-sized Vehicles (26,001 lbs. and over)	Customary towing industry rate
Storage for each 24-hour period or fraction thereof commencing 24 hours after the Contractor provides notice to the vehicle owner or operator that the vehicle is released from the City Impound Lot	\$50.00 per day
Streets clean up required by law.	\$23.00
Winching Fee	\$75.00 per hour with a 1 hour minimum
Administration Fee for vehicles left on Tow Lot over 72 hours	\$57.00
Convenience Tows	\$45.00
Vehicle released at scene (“Drop Fee”)	\$45.00
Hold For Investigation Tows	\$110.00
Tows to 1660 Commerce Road Facility	\$50.00
Charge to citizen for lock-outs on private vehicles when the City requests the Contractor’s services in accordance with section 2.4 herein	\$55.00
Total towing and storage fee to be paid by City in accordance with section 3.3.1(B) herein where parking citation dismissed by court	\$120.00

- B. The authorized charges or rates stated in subsection (A) of this section shall apply to towing within the City limits and for tows originating within the City limits and traveling outside the City.
- C. The Contractor shall ensure that towing and recovery fees are all-inclusive. No additional fees may be charged for using dollies, trailers, lifts, slim jims or any other equipment or service unless approved through a contract modification in accordance with Part III (“General Terms and Conditions”), section 8.5 (“Modification”).
- D. The Contractor may not charge more for calls referred by RPD than for those in which a private citizen calls for towing services. An amount that exceeds ten percent of the average going rate for similar services in the Richmond area is deemed unreasonable. The Contractor shall provide a current copy of all charges to the City upon the Commencement Date of this Contract and upon request by the City thereafter. The City reserves the right to limit such charges.
- E. Unless otherwise set forth herein, the City will be responsible for the payment of the charges or rates typically paid by vehicle owner or operators as stated in subsection (A) of this section only if RPD erroneously requested the towing services.

5.2 **Services to Be Performed Free of Charge.** The Contractor shall perform the following towing services for the City free of charge:

- A. Disabled City-owned vehicles (as defined in Part I (“Statement of Needs”), section 1.3(B)) within the corporate limits of the City and to or from City property located outside of the City limits. All City vehicles shall be towed to the location specified by DPW.
- B. Storage of a vehicle while it is an officially held vehicle.
- C. Storage of recovered stolen motor vehicles until the expiration of at least twenty-four (24) hours immediately following notification of the owner or successor in interest.
- D. Changing flat tires, performing jump starts, winching services and lock-outs on City vehicles. For vehicles in excess of five tons, the Contractor may charge a reasonable and customary fee, with the prior agreement of DPW, for changing flat tires.

END OF SPECIAL TERMS AND CONDITIONS

PART III
GENERAL TERMS AND CONDITIONS

- 1.0 **Duration of Contract.**
- 1.1 **Commencement and Expiration.** This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire 5 years later, unless terminated earlier in accordance with the provisions of this Contract.
- 1.2 **Extension of Contract.** The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to section 1.3 (“Renewal”). This provision in no way affects or alters the ability of the City to renew the Contract consistent with section 1.3 (“Renewal”). If it is then decided to renew the Contract, the renewal date will commence on the day following the last day of the contract extension.
- 1.3 **Renewal.** The City may, at its sole option, renew this Contract for up to 2 two-year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least 60 calendar days before the expiration of the preceding term.
- 2.0 **Contractor Responsibilities.**
- 2.1 **Independent Contractor.** The Contractor shall provide the services required under this Contract as an independent contractor.
- 2.2 **Advertising.** The Contractor shall not use any indication of its services to the City for commercial or advertising purposes. However, the Contractor may list the City as a reference account for prospective customers.
- 2.3 **Anti-Kickback Provision.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 2.4 **Century Compliance.** The Contractor warrants that the hardware, software and firmware products, provided for use by the City or used by the Contractor to provide

any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

- 2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.
- 2.6 **Contractor Misrepresentation.**
- 2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.
- 2.6.2 **MBE/ESB Participation.** By issuing the Request for Proposals, the City intends that MBE / ESB participation proposed as part of any proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely representing proposed MBE/ESB participation, or failing to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.
- 2.7 **Drug-Free Workplace.**
- 2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.
- 2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.
- 2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

- “a. It shall be an unlawful employment practice for an employer:
 - (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or
 - (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual’s race, color, religion, sex or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 **Richmond City Code Compliance.** Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

- (a) During the performance of this Contract, the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation 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 nondiscrimination clause.
 - (2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

(3) 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.

(b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The Contractor shall not replace a person indicated in the Contractor's proposal as being assigned to perform services under this Contract for the City except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the contract administrator of the City with a résumé of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The contract administrator of the City will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 **Payment.**

3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.

- 3.2 **Schedule.** The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.
- 3.3 **Terms.** The City shall pay the Contractor as follows: Net 45 days.
- 3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.
- 3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.
- 3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.
- 3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.
- 3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@richmondgov.com

or

City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

- 3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority subcontractor or vendor, it shall indicate the percentage of the invoiced amount that such minority subcontractor or vendor performed on the MBE-3 form available on the City’s website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City’s Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.
- 3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the option of the City, of any or all amounts due under this Contract through the Automated Clearing House network.
- 4.0 **Indemnification and Insurance.**
- 4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys’ fees, which any of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor’s sole expense any and all such claims or legal actions.
- 4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.
- 4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the City shall be responsible therefor.

4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

- (i) Subrogation against the City shall be waived.
- (ii) The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability.
- (iii) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.
- (iv) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

4.2.3.1 **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement listing the City, and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 ("Insurance"). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City, and its officers, employees, agents and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. All certificates of insurance shall show the Contract Number assigned to this Contract by the City.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 ("Insurance") unless requested at any time by the City's Director of Procurement Services.

4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):

- (i) Commercial General Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (ii) Automobile Liability Insurance with a combined limit of not less than \$1,000,000 per occurrence.
- (iii) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.
- (iv) Either (a) for professional services, Professional Liability Insurance with limits of not less than \$1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than \$1,000,000 per occurrence.

5.0 Assignment, Delegation and Subcontracting.

5.1 By City. The City may assign their rights or delegate their duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 By Contractor. The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.

5.3 Subcontracting. This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.

6.0 Remedies and Termination.

6.1 Default. In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 Termination with Cause.

6.2.1 Notice. The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of the City to so terminate. Such notice shall be delivered at

least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the Contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.3 **Termination without Cause.**

6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice must be delivered at least 90 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 **Effect.** Upon such termination, the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

6.4 **Termination by Contractor.**

6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

- 6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.
- 6.5 **Waiver.** The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.
- 7.0 **Dispute Resolution.**
- 7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.
- 7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.
- 7.3 **Contractual Claims.**
- 7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the City's Director of Procurement Services no later than 60 calendar days after final payment. (*See City Code § 21-167(a); see also Va. Code § 2.2-4363(A).*)
- 7.3.2 **Required Contents of Claim Submission.** The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The City's Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

- 7.3.3 **Procedures and Time Limit.** The procedures set forth in this section 7.3 (“Contractual Claims”) and in City Code § 21-167 shall govern the consideration of contractual claims. The City’s Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See* City Code § 21-167(b); *see also* Va. Code § 2.2-4363(B).)
- 7.3.4 **No Action before Decision.** The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code § 21-169 prior to receipt of the decision on the claim, unless the City’s Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the City’s Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See* City Code § 21-167(c); *see also* Va. Code § 2.2-4363(D).)
- 7.3.5 **Finality of Decision.** The decision of the City’s Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-167. (*See* City Code § 21-167(d); *see also* Va. Code § 2.2-4363(E).)
- 7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 (“Contractual Claims”) shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See* City Code § 21-167(e).)
- 7.4 **Alternative Dispute Resolution.** The City’s Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See* City Code § 21-170; *see also* Va. Code § 2.2-4366.)
- 7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**

- 8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a location in the metropolitan Richmond area.
- 8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
- 8.3 **Force Majeure.** If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the City and the Contractor in accordance with the City's Purchasing Policies and Procedures.
- 8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by any party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to the City shall clearly indicate the Contract Number assigned to this Contract by the City and shall be directed to:

Director of Procurement Services
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

END OF GENERAL TERMS AND CONDITIONS

PART I
STATEMENT OF NEEDS

1.0 **Introduction.**

1.1 **Purpose.** The purpose of this Request for Proposals is to solicit a contract for the provision of towing services, as defined herein, to the City of Richmond (the “City”).

1.2 **Background.** The City requires a contractor to provide towing services. The City needs these towing services for both City vehicles as requested by the Department of Public Works’ Fleet Management Division and non-City vehicles under the direction of the City’s Department of Police.

Previous Year Data. The following is a summary compiled from the data from calendar year 2022:

A.	Abandoned Vehicles Towed from Public Property.....	581
B.	Vehicles Towed for Street Cleaning.....	3538
C.	Vehicles Towed for Stolen	427
D.	Vehicles Towed for Investigations	867
E.	Vehicles Towed for Traffic Violations	299
F.	Number of Vehicles Sold at Public Auction	294
G.	Number of Parking Violations.....	2753
H.	Accident Tows.....	5444
I.	Number of Special Event Tows.....	824
J.	Convenience Tows of City Vehicles.....	81
K.	Tows of Disabled City Vehicles	1062

1.2.3 **Hold For Investigation Storage.** The City requires a storage lot for vehicles being placed on hold for investigative purposes.

1.3 **Definitions.** The following words and phrases, when used in this Request for Proposals, have the meanings ascribed to them in this section, except where the context clearly indicates that another meaning is intended:

- A. “City Impound Lot” means one or more tow lots or other storage facilities made available for the storage of vehicles towed pursuant to this Contract.
- B. “Disabled City Vehicles” means City-owned vehicles that are inoperable or City-owned vehicles that cannot be legally or safely driven on a public right-of-way.
- C. “DPW” means the Fleet Management Division of the City’s Department of Public Works.

- B. Vehicles parked in any designated tow away zones, to include handicap parking and fire zones.
- C. Parking violations (“Peak Towing”: 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.).
- D. Abandoned vehicles.
- E. Vehicle accidents.
- F. Vehicles impounded for three or more parking tickets.
- G. Vehicles reported stolen.
- H. Vehicle disposal.
- I. Officially held vehicles (HFI), within the City limits and outside of the City limits.
- J. Vehicles impounded for 30 days for DUIs or specific equipment violations or both.

3.0 **Proposal Contents.** The proposal must include all of the information set forth in this section and be organized as set forth in this section. In addition to the original, the offeror shall submit (i) 4 of complete, bound paper copies of its proposal and (ii) four (4) electronic copies in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited.

3.1 **Tab 1 – Signed Forms.** This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, and Office of Minority Business Development Forms included with this Request for Proposals.

3.2 **Tab 2 – Executive Summary.** This tab should include a brief summary, in no event to exceed more than two pages in length, of the proposal’s contents, emphasizing any unique aspects or strengths of the proposal.

3.3 **Tab 3 – Statement of Scope.** This tab should, in concise terms and on no more than one page, state the Offeror’s understanding of the scope of services or work for which this Request for Proposals solicits proposals.

3.4 **Tab 4 – Offeror History.** This tab should provide a comprehensive narrative history of the Offeror’s organization, an explanation of the size of the organization, and the organization’s number of years in business, office locations, and legal structure. This section of the proposal must contain the following organizational information and data for the Offeror’s organization:

3.5 **Tab 5 – References.** This tab should include the names, addresses and telephone numbers of local governments with whom offeror has worked during the last five

years. The tab should briefly identify the project, location and services performed. The tab should also include an affirmative statement that the offeror grants its consent for the City to contact the offeror's references for purposes of evaluating the offeror for this Contract and acknowledges that any information obtained from the offeror's references will not be disclosed to the offeror.

3.6 **Tab 6 – Project Approach.** This tab should describe in detail the offeror's approach to providing the required towing services and include at least the following:

3.7.1 **Narrative Description.** The offeror should provide a detailed narrative of the offeror's approach to providing the towing services. The offeror should identify any unique experience, qualifications, techniques, and approaches that will best achieve the objectives of this Request for Proposals. The following should be addressed:

- A. Towing equipment available for this contract—including a statement of how many wreckers will be available during weekdays and on weekends.
- B. Towing operations and procedures for the various types of towing requests covered in this Request for Proposals.
- C. Location, size and condition of available tow lot space.
- D. Communication and coordination with City representatives.
- E. Recordkeeping and reporting.
- F. A representation and, if available, evidence that the offeror can and will meet the 30-minute response time required by this Request for Proposals.

3.7.2 **Subcontracting.** A list of any subcontractors the offeror plans to use to fulfill the requirements, including the following information for each:

- A. Reasons for subcontracting
- B. Proposed subcontractor responsibilities
- C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.
- D. An indication of whether the contractor is a Minority Business Enterprise or an Emerging Small Business, if either.

3.8 **Tab 7 - Qualifications and Experience.** This tab should describe in detail the qualifications and experience of the offeror in providing the towing services and include at least the following:

3.8.1 **Other Contracts.** A list of all other contracts for towing services currently held by the offeror or held by the offeror within the past five years, including the following:

- A. Party contracted with.
- B. Term of the contract.
- C. A brief statement of the scope of the towing services provided.
- D. Name, address, and telephone number of the primary contact person for the party contracted with.

- 3.8.2 **Terminations, Claims and Suits.** Describe any towing services contracts in the last five (5) years in which the offeror failed to complete its services under the contract or was terminated for default by providing the following:
- A. Party contracted with (including address and telephone number for reference contacts)
 - B. Dates
 - C. Services performed
 - D. Reason for failure to complete services or termination for default
- 3.8.3 **Arbitration/Litigation Proceedings.** Describe any arbitration proceedings or litigation in the last five years initiated by or against the offeror related to any towing services contract by providing the following:
- A. Party contracted with (including address and telephone number for reference contacts)
 - B. Date or dates of litigation
 - C. Services performed
 - D. Nature of dispute
 - E. Outcome
 - F. For litigation, provide the name of the court and the case number of record.
- 3.9 **Tab 8 - Financial Arrangements.**
- A. Explain the financial arrangement (and any alternative arrangements) the offeror proposes for this Contract.
 - B. Describe how the City will receive its revenue under a resulting contract.
 - C. Specify any potential costs to the City from the offeror's provision of towing services to the City under a resulting contract.
 - D. Provide a list of towing charges normally charged by the offeror.
- 3.10 **Tab 9 - Supplemental Information.** Include any additional information the offeror feels is relevant to the offeror's proposal. This includes any exceptions to the terms and conditions of the RFP.
- 3.11 **Tab 10 – Assisting under-Employed City Residents.** The City maintains a workforce development program, currently known as the "Richmond Workforce Pipeline," to assist under-employed city residents in finding employment opportunities. Contractors are encouraged to utilize under-employed city residents in the performance of City contracts where feasible. To aid the City in tracking efforts to assist under-employed city residents in finding employment opportunities, offerors are requested to submit with their proposals a plan to use the City's workforce development program or similar initiatives to increase the employment of under-employed city residents. Neither the decision to submit nor the content of such a plan will be a factor in making an award decision or assessing a contractor's performance.

4.0 **Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting offerors for negotiation pursuant to this Request for Proposals:

Available Points

A. Project Approach 25 Pts.

This criterion considers the offeror’s stated plans and techniques for providing the towing services as required by this Request for Proposals.

B. Qualifications and Experience 20 Pts.

This criterion considers whether the offeror possesses the necessary qualifications and experience to provide towing services to a local government and includes, but is not limited to, the results of reference checks and the offeror’s experience meeting a required 30-minute response times.

C. Cost (allowed by City Code § 21-67(e)) 20 Pts.

As allowed by City Code § 21-67(e), this criterion considers the financial compensation that the City would receive and any costs that the City would incur as a result of the award of a contract to the offeror.

D. Accessibility (required by City Code § 21-69) 5 Pts.

As required by City Code § 21-69, this criterion considers “the degree of accessibility that the contractor will be able to provide to the city officials who will be administering the contract.” This criterion recognizes the need for close cooperation and communication between the City and the Contractor in order to achieve the objectives of the contract resulting from this Request for Proposals.

F. MBE / ESB Commitment 30 Pts.

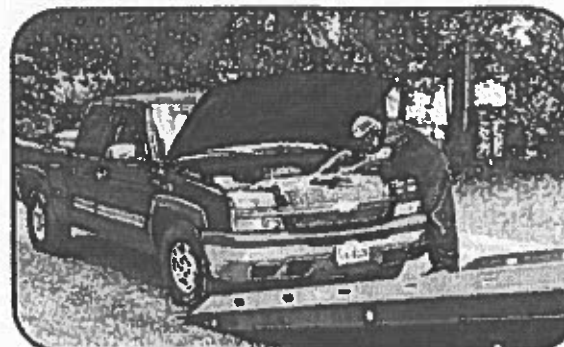
In accordance with City Code § 21-67(e), this criterion considers the offeror’s “good faith minority business enterprise and emerging small business participation efforts” as defined in City Code § 21-4. Pursuant to City Code § 21-67(e), an offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is **25%**. See sections

2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the General Terms and Conditions for the MBE/ESB provisions.

Total Available Evaluation Points 100 Pts.

END OF STATEMENT OF NEEDS

RFP 23001191
Towing and Tow Lot Operation
November 8, 2023



Submitted To
City of Richmond
Sue Demery, Procurement Analyst
Department of Procurement Services
900 East Broad Street, Room 110
Richmond, Virginia 23219

Submitted By
Manchester Marketing, Inc. T
SEIBERT'S TOWING
642 W. Southside Plaza Street
Richmond, Virginia 23220
804.233.5700
804.622.2429 Fax
www.seibertstowing.com



SIGNATURE:

TITLE:

DATE/TIME:

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SIGNATURE SHEET

This signature sheet must be included as part of the offeror's proposal, or the City will not consider the proposal. The offeror's signature below certifies that this proposal as submitted complies with, and the offeror agrees to be legally bound by, all terms and conditions set forth in Request for Proposals No.2300119113 for Towing and Tow Lot Operations. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this proposal on behalf of the offeror.

Complete Legal Name of Offeror Firm: Manchester Marketing, Inc., t/a Seibert's Towing

"Order from" Address: 642 W Southside Plaza Street

Richmond, VA 23224

"Remit to" Address: 642 W Southside Plaza Street

Richmond, VA 23224

Federal EIN / SSN: 01724061

Authorized Signature: 

Printed Name of Signatory: Melvin C Lawson Jr

Title of Signatory: President

Telephone Number with Area Code: 804.622.2430

Fax Number with Area Code: 804.622.2429

E-Mail Address: m.lawson@seibertcos.com

Date: 10/2/2023

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Offeror Firm: Manchester Marketing, Inc.

Virginia State Corporation Commission registration information. The offeror:

is a corporation or other business entity with the following State Corporation Commission identification number:

01724061

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

-OR-

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the offeror to submit the State Corporation Commission identification number after the due date for proposals. The offeror shall promptly provide any information the City requires to enable the City to properly evaluate the offeror's request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.

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MANCHESTER MARKETING, INC.

INCUMBENCY CERTIFICATE

Dated as of October 1, 2023

The undersigned being the Secretary of Manchester Marketing, Inc. (the "Corporation"), does hereby certify, in such capacity, to the City of Richmond (the "City") that:

The following person holds the following position with the Corporation and has the authority to sign all documents and instruments related to contracting with the City, in such official capacity as is listed below, and the signature appearing opposite his name below is his genuine signature:

<u>Name</u>	<u>Position</u>	<u>Signature</u>
Melvin C. Lawson, Jr.	President	

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate as of the date first hereinabove written.

By: 
Shirley T. Seibert, Secretary

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ADDENDUM NO. 1

DATE: September 5, 2023

Invitation for Bids (IFB) No. 230011913 Tow and Tow Lot Operations

DUE DATE: October 4, 2023 / Time: 2:00 P.M.

SUBJECT: Update to IFB

Ladies/Gentlemen:

Please take note of the following:

UPDATES:

- 1. Modification: Revised Pre-Proposal Date: September 26, 2023, at 10:00 A. M.**
- 2. Modification: Revised Proposal Due Date: October 18, 2023, at 2:00 P. M.**

This addendum must be acknowledged and included with the bid submission as indicated in the IFB or your response may not be considered. Please include all pages of addenda submitted.

Sincerely,

Sue Demery

Sue Demery
Procurement Analyst
(804) 646-1874
sue.demery@rva.gov

Manchester Marketing, Inc. t/a Seibert's Towing
Company

BY: *[Signature]*

President

Title

October 2, 2023

Date



ADDENDUM NO. 2

DATE: September 19, 2023

Request for Proposal (RFP) No. 230011913 Towing and Tow Lot Operations

DUE DATE: October 18, 2023 / Time: 2:00 P.M.

SUBJECT: Update to RFP

Ladies/Gentlemen:

Please take note of the following:

1. Question: Is the Pre-Proposal Meeting scheduled for September 26, 2023, at 10:00 AM a conference call only or is there an in-person or virtual component to this meeting?

Answer: *Pre-Proposal Meeting is scheduled for September 26, 2023, at 10:00 A.M. conference call only.*

Teleconference Number: (804) 804-316-9457.

Phone Conference ID: 732 399 461#

2. Question: Is the Pre-Proposal Meeting mandatory for submitting a bid for this RFP?

Answer: *Pre-Proposal Meeting is not mandatory.*

3. Question: The dates for the Pre-Proposal Meeting and the Proposal Due Date have been changed from the dates released on the original RFP. Can you share why these dates have been changed?

Answer: *Dates changed (Addendum No. 1) to allow ample time for newspaper advertisements.*

4. Question: In this RFP under Part 1, Statement of Needs, paragraph 3.11 there is mention of the Richmond Workforce Pipeline and assisting under-employed city residents. Currently, the city website lists nothing regarding the Richmond Workforce Pipeline. Can you clarify where information about this department can be located?

Answer: *Disregard language it was an error on the RFP.*

This addendum must be acknowledged and included with the bid submission as indicated in the IFB or your response may not be considered. Please include all pages of addenda submitted.

Sincerely,

Sue Demery
Procurement Analyst
(804) 646-1874
sue.demery@rva.gov

Manchester Marketing Inc. aka Seibert's Towing
Company

By: 

President
Title

October 2, 2023
Date



ADDENDUM NO. 3

DATE: October 17, 2023

Request for Proposal (RFP) No. 230011913 Towing and Tow Lot Operations

DUE DATE: November 8, 2023 / Time: 2:00 P.M.

SUBJECT: Update to RFP

Ladies/Gentlemen:

Please take note of the following:

UPDATES:

1. Changes to Proposal Due Date:

- **Proposal Due Date - Wednesday, November 8, 2023 / Time 2:00 P.M.**

2. Acknowledge of receipt of the following questions will be addressed in a subsequent Addendum:

- **What is the preparation time allotted to an Offeror after the Notice of Award?**
- **Is an Offeror engaging in non-compete agreements with other MBE/ESB businesses specific to the performance of this RFP considered a limitation of competition?**
- **Would the City consider a Letter of Intent to lease such property to be considered as meeting the requirement of a storage facility?**
- **Can the City explain why this limitation is needed to successfully execute this RFP?**
- **Do tows of disabled city-owned vehicles performed free of charge include vehicles that are beyond a passenger vehicle?**
- **Can the City provide insight on the types of vehicles that are disabled city-owned vehicles and will be towed free of charge?**
- **How many other firms, other than the incumbent, provided a proposal on the previous two RFPs for Towing and Tow Lot Operations in the City of Richmond?**

This addendum must be acknowledged and included with the bid submission as indicated in the IFB or your response may not be considered. Please include all pages of addenda submitted.

Sincerely,

Sue Demery

Sue Demery
Senior Procurement Analyst
(804) 646-1874
sue.demery@rva.gov

Manchester Marketing, Inc.
Company

By: *William C. Smith Jr.*

President Title 10/20/2023 Date



ADDENDUM NO. 4

DATE: October 19, 2023

Request for Proposal (RFP) No. 230011913 Towing and Tow Lot Operations

DUE DATE: November 8, 2023 / Time: 2:00 P.M.

SUBJECT: Update to RFP

Ladies/Gentlemen:

Please take note of the following:

- 1. Question:** What is the preparation time allotted to an Offeror after the Notice of Award?

Response: *Immediately. Richmond Police Department might have demand the day transition happens.*
- 2. Question:** Is an Offeror engaging in non-compete agreements with other MBE/ESB businesses specific to the performance of this RFP considered a limitation of competition?

Response: *It is up to the prime to engage/propose subs to perform the work and or meet the goal requirement.*
- 3. Question:** Would the City consider a Letter of Intent to lease such property to be considered as meeting the requirement of a storage facility?

Response: *Yes*
- 4. Question:** Item 5.2 A States that disabled city-owned vehicles shall be towed free of charge. With 1062 tows of disabled city vehicles performed in 2022, this is a significant undue hardship and limitation on an Offeror who is not the incumbent. Can the City explain why this limitation is needed to successfully execute this RFP?

Response: *This is the City's requirement for this solicitation.*
- 5. Question:** Does tows of disabled City-owned vehicles performed free of charge include vehicles that are beyond a passenger vehicle?

Response: *Yes.*

6. **Question:** Can the City provide insight on the types of vehicles that are disabled city-owned vehicles and will be towed free of charge?

Response: *All City vehicles and trucks inside the City limits.*

7. **Question:** How many other firms, other than the incumbent, provided a proposal on the previous two RFPs for Towing and Tow Lot Operations in the City of Richmond?

Response: *This would be a FOIA request. You may send your request to Sue.Kochanski@Richmondgov.com.*

This addendum must be acknowledged and included with the bid submission as indicated in the IFB or your response may not be considered. Please include all pages of addenda submitted.

Sincerely,

Sue Demery

Sue Demery
Senior Procurement Analyst
(804) 646-1874
sue.demery@rva.gov

Manchester Marketing, Inc.
Company

BY: *Robin C. ...*

President Title 10/20/2023 Date



MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136
<http://www.RichmondKiiv.com/MBD>

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME: Manchester Marketing, Inc., /a Seibert's Towing		PROJECT NAME/CONTRACT No. Towing and Tow Lot Operations, RFP #230011913		
	CONTACT NAME: Ronda Lawson	PHONE # 804 201 4400	Fax# 804 622 2429	Email: rlawson@seibertcos.com	
	BUSINESS LICENSE No. 1003530	BUSINESS LICENSING JURISDICTION: Richmond, VA	FED ID NO/SSN 01724061		
PROPOSED PAID BY BIDDER	A = First, Second, and/or Third Tier Subcontracting B = Supply Purchases C = Joint Venture D = Mentor-Protégé E = Other Credibly Viable Method			ENTER YOUR ANSWER	
	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
OWNERSHIP GOALS	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street Anywhere, USA	54-XXXXXX	Other Excavation	10%	2
	2 Automundo, Inc.	804.426.4575	Towing	\$31,500	A
	5000 Jefferson Davis Hwy Chesterfield, VA 23234			3%	2
	3 JLB Towing	804 382 2419	Towing	\$47,500	A
	6500 Erhart Rd Richmond, VA 23225	86 1152855		4.5%	1
	D&S Towing	804.306.3838	Towing	\$65,625	A
	642 W Southside Plaza St Richmond VA 23224	07-4825664		6.3%	5
*IF OWNED TYPE "5 = OTHER" West Indian SPECIFY HERE:			TOTAL DOLLAR AMOUNT	cont. page 2	XXXXXXXXXX
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND 25%			TOTAL % OF CONTRACT		
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.					
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.					
SIGNATURE OF AUTHORIZED OFFICIAL: <i>Ronda Lawson</i>				DATE: 10/2/2023	



MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646 5947
 Fax: (804) 646-0136

<http://www.RichmondKy.gov/MBE>

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME: Manchester Marketing, Inc , /a Seibert's Towing		PROJECT NAME/CONTRACT No. Towing and Tow Lot Operations, RFP #230011913		
	CONTACT NAME: Ronda Lawson	PHONE # 804 201 4400	Fax# 804 622 2429	Email: rlawson@seibertcos.com	
	BUSINESS LICENSE No. 1003530	BUSINESS LICENSING JURISDICTION: Richmond, VA	FED ID NO/SSN 01724061		
PROPOSED PARTICIPATION CODES	A = First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method			ENTER CODES BELOW	
	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)				
OWNERSHIP CODES					
Minority / Emerging Small Business Commitments	SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
	ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
	1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
	110 Main Street Anywhere, USA	54-XXXXXX	Other Excavation	10%	2
	2 Back to Life	804.901.3463	Towing	\$60,625	A
	816 Bedrock Lane Richmond, VA	27-4249494		5.8%	1
	3 S&C Towing	804.833.4399	Towing	\$15,375	A
	924 Wheelwood Way Richmond, VA 23223			1.46%	1
	Final Notice	804.709.4737	Towing	\$16,375	A
	151 W Commerce Rd Richmond, VA 23224			1.56%	1
*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:			TOTAL DOLLAR AMOUNT	cont. page 3	
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND <input checked="" type="checkbox"/> 25%			TOTAL % OF CONTRACT		
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.					
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.					
SIGNATURE OF AUTHORIZED OFFICIAL: <i>Ronda N. Lawson</i>				DATE: 10/2/2023	



MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646 0136

<http://www.Richmond.gov/MBE>

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY NAME: Manchester Marketing, Inc. /a Seibert's Towing		PROJECT NAME/CONTRACT No. Towing and Tow Lot Operations, RFP #230011913		
CONTACT NAME: Ronda Lawson	PHONE # 804 201 4400	Fax# 804 622 2429	Email: rlawson@seibertcos.com	
BUSINESS LICENSE No. 1003530	BUSINESS LICENSING JURISDICTION: Richmond, VA	FED ID NO/SSN 01724061		
UNCLASSIFIED UNREVIEWED OPEN		ENTER YOUR BIDDER		
OWNERSHIP CODES		A = First, Second, and/or Third Tier Subcontracting B=Supply Purchases C=Joint Venture D= Mentor-Protégé E = Other Credibly Viable Method 1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)		
SUBCONTRACTOR NAME	PHONE	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT	PARTICIPATION
ADDRESS	FED ID NO./SSN		% OF CONTRACT	OWNERSHIP
1 ABC Co., Inc.	(XXX) 555-5555	Concrete Work	\$20,000	A
110 Main Street Anywhere, USA	54-XXXXXX	Other Excavation	10%	2
2 J & R Towing	804.310.2871	Towing	\$5,250	A
8675 Telegraph Rd. Glen, Allen, VA 23060	27-1953789		.5%	1
3 Absolut3 Towing	804.909.1816	Towing	\$20,250	A
1680 Stansbury Ave. Richmond, VA 23225	93-2924939		1.9%	1
*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:		TOTAL DOLLAR AMOUNT	\$262,500	XXXXXXXXXX
MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND → 25%		TOTAL % OF CONTRACT	25%	
Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.				
THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.				
SIGNATURE OF AUTHORIZED OFFICIAL: <i>Ronda M. Lawson</i>			DATE: 10/2/2023	



Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136
<http://www.richmond.gov/MBD>

**Good-Faith Minority Business Enterprise
 and Emerging Small Business Participation Efforts
 Documentation of Contacts**

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

Request for Qualification or Request for Proposals No.: 230011913
 Project Name: Towing and Tow Lot Operations
 Name of Contractor: Manchester Marketing, Inc., t/a Seibert's Towing

Part I – Method of Contact

How did you contact each Minority Business Enterprise or Emerging Small Business?

- A. **Telephone.** For each firm contacted: YES NO **How many MBE/ESB firms were contacted?**
 - State the name of the firm, the name of the person contacted, the telephone number contacted and the date of the contact.
- B. **Fax.** For each firm contacted: YES NO **How many MBE/ESB firms were faxed information regarding this project?**
 - State the name of the firm, the fax number contacted and the date of the contact.
 - Attach a copy of the fax transmittal sheet indicating receipt of the fax.
- C. **E-Mail.** For each firm contacted: YES NO **How many MBE/ESB firms were emailed?**
 - State the name of the firm, the name of the person contacted by e-mail, the e-mail address at which you contacted the person and the date of the contact.
 - Attach a copy of the e-mail sent. All copies of e-mails must include metadata indicating "From," "To" and "Cc" e-mail addresses as well as the date and time of the e-mail.
- D. **Newspapers and Other Publications.** For each advertisement placed in a newspaper or other publication: YES NO
 - State the name of the newspaper or other publication and the date or dates on which the advertisement was published.
 - Attach a copy of both the published advertisement and any solicitation advertised.
- E. **Other.** For methods of contact not included above: YES NO **If yes, see below instructions**
 - Describe the nature of the contact.
 - As applicable, state the name of the person contacted, the name of the firm contacted and the date of the contact.
 - Attach a copy of any written documentation of the contact.

Attachment A sets forth the form in which the information required above must be submitted.



(Turn Over)

**Attachment A – Form of Information Documenting
Method of Contact**

MBE/ESB Name Contact Person Address Phone Number Fed ID Number	Telephone Telephone # & Date of Contact	Fax Fax # & Date of Contact	Email Email Address & Date of Contact	Newspaper or Other Publication Name of Newspaper or Other Publication Date (s) of Advertisement	Other Separate Written Statement with supporting documentation for each contract	Response of Contacted Firms MBE/ESB Response Yes, No, No Response or Comment	Enter Below Code for Ownership of each MBE Firm. 1 - African American 2 - Hispanic American 3 - Asian American 4 - American Indian 5 - Other (Specify Below)
ABC Co., Inc. Joe Johns 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	(804)555-5555 6/1/20/21	(804)555-5555 01/20/21	ABC@gmail.com	Times Dispatch	See Attachment	Yes	1
				The Legacy News	See Attachment		

Additional copies can be made
MBE/ESB-4 Good Faith Effort Form - Revised Date 1/20/2021

ADVERTISEMENT IN THE LEGACY

8 • Oct. 4, 2023

The LEGACY

Classifieds

AUCTIONS, LEGAL, EMPLOYMENT, FOR SALE, SERVICES



Thank you for your interest in applying for opportunities with The City of Richmond. To see what opportunities are available, please refer to our website at: <https://www.va.gov/human-resources/employment/EDE/MFDW>



Seibert's Towing is seeking qualified towing professionals to provide towing services on a subcontracted basis, primarily within the city limits of Richmond. If you are interested in participating, please contact Melvin Lawson at towinginfo@seibertco.com. Towing companies registered with the Richmond Office of Minority Business Development are especially encouraged to apply.

AUCTIONS: ATM AUCTIONEERS: Advertise your upcoming auctions statewide and in other states. Affordable Print and Digital Solutions reaching your target audience. Call this paper or Londa Clark at Virginia Print Services 804-521-7576, lclark@vps.net

HOME IMPROVEMENT: Now Offering Financing! Ronda Justice @ Woodson, Biding, Funding and Getters' FREE Estimates! Call 804-731-4207 for More Details! American Made Products!

Jazzed Bath Remodel can install a new, custom bath or shower in as little as one day. For a limited time, we're waiving all installation costs! (Additional terms apply. Subject to change and vary by dealer. Offer ends 9/30/23) Call 1-877-488-5348

Prepare for power outages today with a QEHFAC home standby generator. 30 Money Down + Low Monthly Payment Options. Request a FREE Quote. Call now before the next power outage! 1-844-947-1479

Replace your roof with the best looking and longest lasting material steel from Eric Metal Roofs! Three styles and multiple colors available. Guaranteed to last a lifetime! Limited Time Offer - up to 50% off installation + Additional 10% off install for military, health workers & 1st responders. Call Eric Metal Roofs. 1-844-902-4611

Eliminate gutter cleaning forever! LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 20% off Entire Purchase. Plus 10% Senior & Military Discounts. Call 1-877-814-6667

The bathroom of your dreams for as little as \$149/month! Bath & Shower. Many options available. Quality materials & professional installation. Senior & Military Discounts Available. Limited Time Offer - FREE virtual in-home consultation now and SAVE 15%! Call Today! 1-844-845-1631

Sale Day, North America is Fun. Comprehensive warranty. Top-of-the-line product and service. Now available

LEGAL NOTICE

Julio C Landwehr Trading dba: Huevo Mexico Restaurants 381 N. Robinson St, Richmond, Virginia 23220. The above establishment is applying to the VIRGINIA ALCOHOLIC BEVERAGE CONTROL (ABC) AUTHORITY for a Mixed Beverage Restaurant license to sell or manufacture alcoholic beverages. Julio C Landwehr, President Date notice posted at establishment: 8/30/2023. NOTE: Objections to the issuance of this license must be submitted to ABC not later than 30 days from the publishing date of the first of two required newspaper legal notices. Objections should be registered at www.abc.virginia.gov or 800-662-5200.

chevy package and \$1600 OE for a limited time! Call today! Financing available. Call Sales Dept: 1-877-691-8360

SERVICES: DIVORCE-Discontested, \$475-666 court cost. WILL-S-5726 88. No court appearances. Estimated completion time: two-to-six days. Milen Oliver, Attorney (Facebook), 757-490-0128. Se Habla Español. BBB Member <https://www.bbb.org/bbbservices/>

Portable Oxygen Concentrator May Be Covered by Medicare! Reclaim independence and mobility with the compact design and long-lasting battery of Inogen One. Free information kit! Call 888-608-4974

FREE high speed internet for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC, Veterans Pension, Survivor Benefits, Unfiled, Tribal. 15 GB internet service. Bonus offer: Android tablet FREE with one-line \$70 copy. Free shipping & handling. Call Maxiplex Telecom today! 1-855-976-1995

DENTAL INSURANCE from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance. www.physiciansmutual.com. DM-2023-0000000000000000



Bottoms Bridge Park-N-Ride Expansion Project New Kent County Design Public Hearing

Wednesday, October 4, 2023, 5-7 p.m.
Quinton Community Center
3041 New Kent Highway
Quinton, VA 23141

Come see and hear about the proposed Park-N-Ride expansion project at the existing Bottoms Bridge Park-N-Ride. Proposed plans include constructing a new Park-N-Ride lot that will be connected to an ADA compliant sidewalk and a new bus shelter.

The hearing will be held in an open-house format from 5 to 7 p.m. The format will provide the flexibility to allow participants to meet and discuss the proposed project directly with project staff members.

Project information can be found at VDOT's Richmond District Office located at 2430 Pine Forest Drive, Colonial Heights, VA 23034-9022, 804-524-6000, 1-800-367-7623 or the Auland Residence at 873 N. Washington Highway, Auland, Virginia 23105 or by calling to Mr. Eben Roberts, Project Manager at 804-415-4511, TTY: 1800 711.

Property impacted information, relocation assistance policies and tentative construction schedules are available for review at the above address and will be available at the public hearing.

Give your critics an ear and comments at the meeting or submit them no later than October 14, 2023 to Mr. Eben Roberts, Project Manager, Virginia Department of Transportation, 2430 Pine Forest Drive, Colonial Heights, VA 23034-9022. You may also email your comments to Comments@VDOT.Virginia.Gov. Please include "SPC 120444 Bottoms Bridge Park-N-Ride Project" in the email subject line.

VDOT ensures nondiscrimination and equal employment in all programs and activities in accordance with Title VI and Title VIII of the Civil Rights Act of 1964. If you need special assistance for persons with disabilities or limited English proficiency, contact the project manager at the phone number listed above.

Form DOT-002-010 (04/01) 710



Seibert's Towing is seeking qualified towing professionals to provide towing services on a subcontracted basis, primarily within the city limits of Richmond.

If you are interested in participating, please contact Melvin Lawson at towinginfo@seibertco.com.

Towing companies registered with the Richmond Office of Minority Business Development are especially encouraged to apply.

LEGACY

Yesterday. Today. Tomorrow.

Serving Richmond & Newport News/Hampton
P.O. Box 12474 (mailing)
Richmond, VA 23241
804-644-1550 (office) • 800-783-8062 (fax)
ads@legacynewspaper.com

Ad Size: 1 column(s) x 3.2 inches)

2 Issues (9/27 & 10/4) - \$35.20 per run (\$70.40 total)
Rate: \$11 per column inch

Includes internet placement

Please review the proof, make any needed changes and return by fax or e-mail. If your response is not received by deadline, your ad may not be inserted.

Ok X _____

Ok with changes X _____

REMINDER: Deadline is Fridays @ 5 p.m.



Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136

<http://www.richmond.gov/MBD>

MBE/ESB Past Good Faith Efforts Participation Form

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME: Manchester Marketing, Inc. / i/a Seibert's Towing		CONTRACT NAME/NO: Towing and Tow Lot Operations/16000022041	
	CONTACT NAME: Ronda Lawson	PHONE # 804 201 4400	Fax# 804 622 2429	
	Email Address: rlawson@seibertcos.com			
	How long has your firm been in Business? 47 years			

If you can verify your firm has made past good faith efforts in the Public or Private Sector to engage MBE/ESB firms through subcontracting, joint venture, mentor-protégé, or apprenticeship opportunities over the past three (3) years, you may be eligible to earn additional points for this project. Please include valid documentation to support this claim. Feel free to attach additional pages, if necessary. Enter Below Code for Ownership of each MBE Firm.

1 = African American 2 = Hispanic American 3 = Asian American
 4 = American Indian 5 = Other (Specify Below)

Yes - may be eligible - Complete section below No - not eligible

CONTACT PERSON/PHONE NUMBER/PROJECT NAME / DATE	DID YOU MEET THE MBE GOAL?	SCOPE OF WORK	MBE/ESB COMPANY NAME/CONTACT PERSON/PHONE	MBE/ESB Code
Ronda Lawson, 804.201.4400 Towing and Tow Lot Operations June 23, 2016	yes	towing	Automundo Towing see attached	2
same	yes	towing	Back to Life see attached	1
same	yes	towing	D&S Towing see attached	5 - West Indian
same	yes	towing	JLB Towing see attached	1

MINORITY BUSINESS ENTERPRISE	GOOD FAITH MBE/ESB PARTICIPATION EFFORTS	EMERGING SMALL BUSINESS
A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.	The sum total of efforts by a particular business to provide equitable participation of minority business enterprise or emerging small business subcontractors. For past efforts, this sum total shall be comprised of the record of participation by minority business enterprises and emerging small businesses through subcontracting or joint ventures. For future efforts, it shall be comprised of such efforts, which are proposed to allow equitable participation of minority business enterprise or emerging small business subcontractors.	A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL: Ronda M. Lawson DATE: 10/2/2023

MBE/ESB-5 Past Good Faith Efforts Participation Form - Revised Date 1/20/2021



Minority Business Development
 1500 East Main Street, 5th Floor
 Richmond, VA 23219
 Office: (804) 646-5947
 Fax: (804) 646-0136
<http://www.richmondgov.com/MBD>

MBE/ESB Past Good Faith Efforts Participation Form

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 140 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA	COMPANY NAME: Manchester Marketing, Inc. t/a Seibert's Towing		CONTRACT NAME/NO: Towing and Tow Lot Operations/16000022041	
	CONTACT NAME: Ronda Lawson	PHONE # 804 201 4400	Fax# 804 622 2429	
	Email Address: rlawson@seibertcos.com			
	How long has your firm been in Business? 47 years			

If you can verify your firm has made past good faith efforts in the Public or Private Sector to engage MBE/ESB firms through subcontracting, joint venture, mentor-protégé, or apprenticeship opportunities over the past three (3) years, you may be eligible to earn additional points for this project. Please include valid documentation to support this claim. Feel free to attach additional pages, if necessary. Enter Below Code for Ownership of each MBE Firm.

1 = African American 2 = Hispanic American 3 = Asian American
 4 = American Indian 5 = Other (Specify Below)

Yes – may be eligible – Complete section below No – not eligible

CONTACT PERSON/PHONE NUMBER/PROJECT NAME / DATE	DID YOU MEET THE MBE GOAL?	SCOPE OF WORK	MBE/ESB COMPANY NAME/CONTACT PERSON/PHONE	MBE/ESB Code
Ronda Lawson, 804.201.4400 Towing and Tow Lot Operations June 23, 2016	yes	towing	S&C Towing see attached	1
same	yes	towing	Final Notice registration in process	1

MINORITY BUSINESS ENTERPRISE	GOOD FAITH MBE/ESB PARTICIPATION EFFORTS	EMERGING SMALL BUSINESS
A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.	The sum total of efforts by a particular business to provide equitable participation of minority business enterprise or emerging small business subcontractors. For past efforts, this sum total shall be comprised of the record of participation by minority business enterprises and emerging small businesses through subcontracting or joint ventures. For future efforts, it shall be comprised of such efforts, which are proposed to allow equitable participation of minority business enterprise or emerging small business subcontractors.	A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of \$500,000 or less if engaged in the construction business or of \$250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL: *Ronda Lawson* DATE: 10/2/2023

MBE/ESB-5 Past Good Faith Efforts Participation Form – Revised Date 1/20/2021

FROM THE REPORTING WEBSITE FOR THE OFFICE OF MINORITY BUSINESS DEVELOPMENT VENDOR PAGE FOR SEIBERT'S TOWING

Prima Contract	Amount	Award Percent	Payments	Payments Percent	Difference (Payments - Award)
For Credit	\$1,050,000.00		\$0.00		
Goal Types	\$262,500.00	25.000%	\$714,502.50	0.000%	
For Credit to MBE/DBE Goal	\$262,500.00	25.000%	\$714,502.50	0.000%	
Contract Progress					
For Credit Progress	272%				

Award values may not match due to differences between overall contract goal and subcontractor assignments.

[Mark 0 Remaining Subcontractors as Zero](#)

[Mark Audit as Final](#)

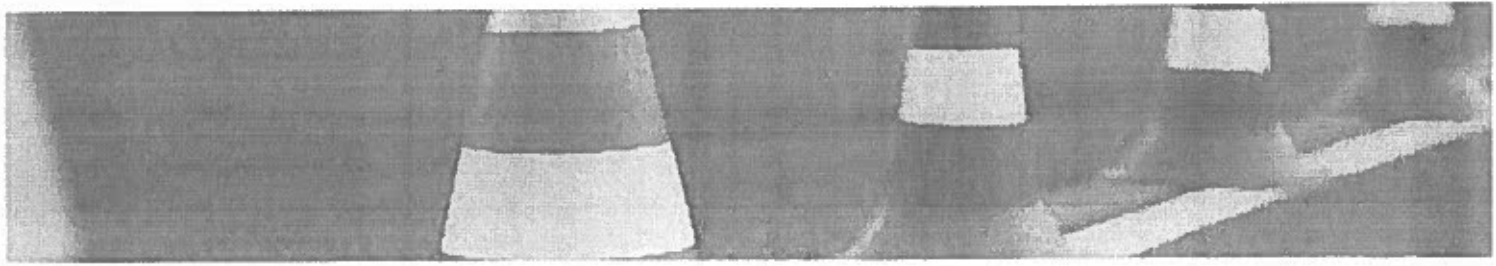
[Report Error](#)

Subcontractor Payments for August 2023

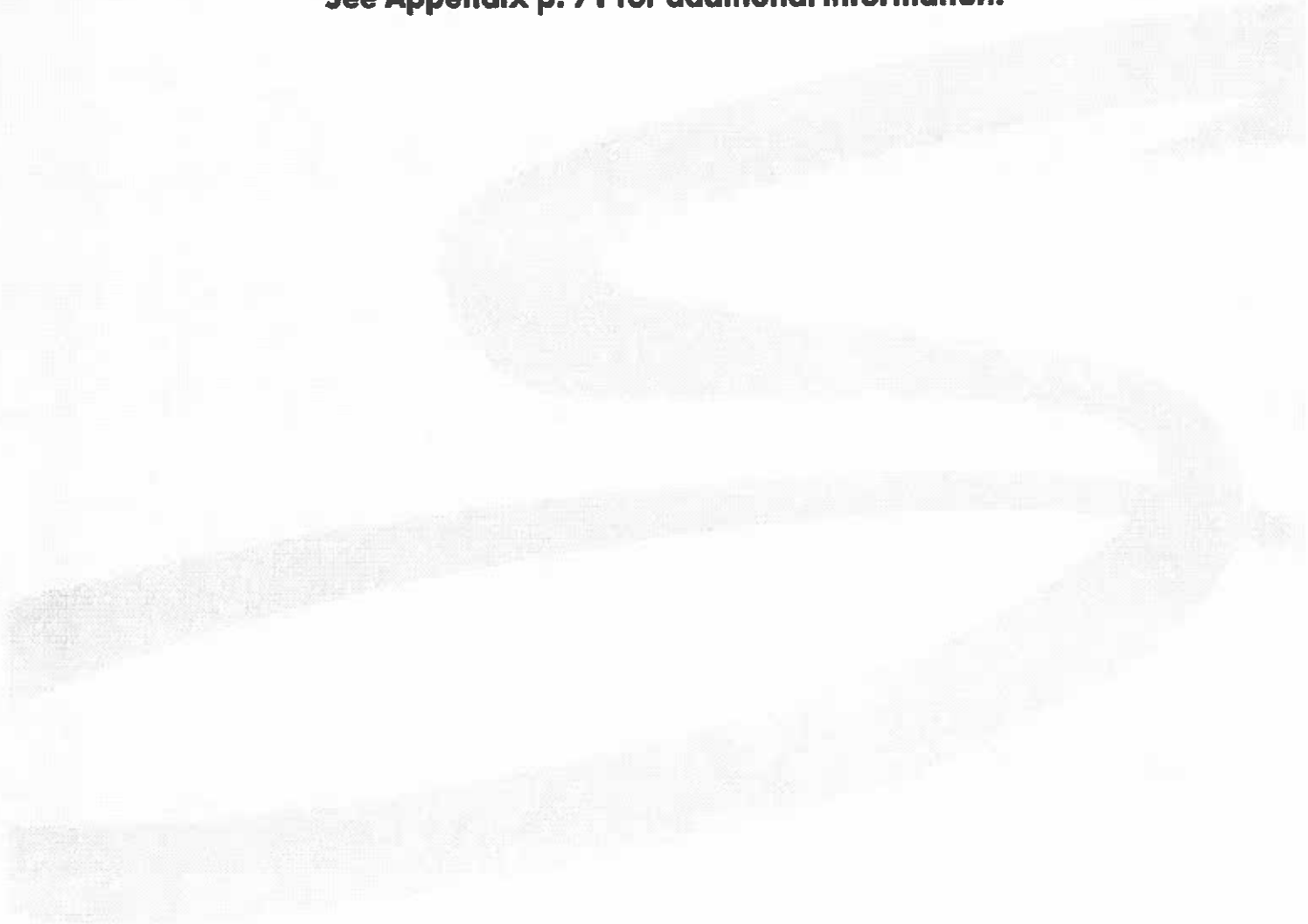
Subcontractor	Credited	Type	Max. In Goal	Award	Prima Amount to August 2023	Confirmed by SAs	Total To August 2023	Contract Goal	Award Percent
1) [Subcontractor Name]	0	Sub 100%	MBE/DBE	25% DBE	\$3,804.00	Pending	\$77,359.00	5.000%	0.000%
1) [Subcontractor Name]	0	Sub 100%	MBE/DBE	25% DBE	\$6,232.00	Pending	\$150,634.50	5.000%	0.000%
1) [Subcontractor Name]	0	Sub 100%	MBE/DBE	25% DBE	\$20,232.00	Pending	\$262,688.00	5.000%	0.000%
1) [Subcontractor Name]	0	Sub 100%	MBE/DBE	25% DBE	\$11,646.50	0	\$173,645.00	1.500%	0.000%
1) [Subcontractor Name]	0	Sub 100%	MBE/DBE	25% DBE	\$4,116.00	Pending	\$50,556.00	1.500%	0.000%

[Return to Audit Notice](#)

Click subcontractor name to view payment history for this contract. Click contract person's name to send them a message.



See Appendix p. 71 for additional information.



EXECUTIVE SUMMARY

Seibert's Towing is the answer to the City of Richmond's Towing and Vehicle Storage needs.

Demonstrated History of Service and Flexibility

Seibert's Towing has an almost 40-year history as a partner with the City of Richmond for towing and storage services. Our goal has always been to offer the highest level of service while relieving the city of the administrative costs of towing operations. We take on the complexities and expense of securely storing and releasing vehicles and disposing of abandoned vehicles. Our electronic records of all city related towing activity dates back to 2005 serving as a resource for city officials and citizens alike. This archive combined with our knowledge of current towing laws ensures that citizens are treated fairly and coached in the vehicle retrieval process, working with their insurance companies and/or law enforcement as necessary.

Because Seibert's Towing is a local, family-owned business, we are flexible in meeting the city's towing needs, adjusting quickly to changes in service needs or unexpected requests. City administration always has direct access to Seibert's executive staff. *Our business model is simple, we adapt to meet the needs of the City of Richmond.*

Department of Public Works - Fleet Management Division

Seibert's Towing is experienced at towing the extensive, diverse fleet of vehicles and equipment owned by the City of Richmond, including street sweepers, fire trucks, trash trucks, administrative vehicles, and police cars. Seibert's Towing will support the Department of Public Works - Fleet Management Division by relocating disabled City vehicles, changing flat tires, and unlocking vehicles. As the City's fleet expands and changes, Seibert's Towing, with decades of demonstrated flexibility and commitment, will continue to do what is necessary to meet the needs of the DPW - Fleet Management Division. Seibert's Towing services and tows disabled City vehicles at no cost within the City limits of Richmond. *In the last twelve months, we have moved and/or serviced over 1400 City vehicles and equipment either at no cost or at a steeply discounted rate.*

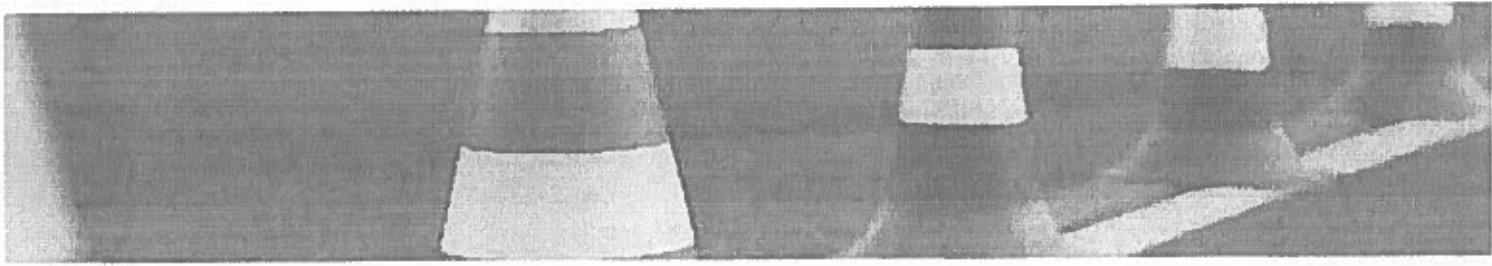
Richmond Police Department

Seibert's Towing is proud to partner with the Richmond Police Department to provide towing for the many special events that make Richmond a vibrant, active city. Our ability to amass the necessary resources to quickly and efficiently clear the streets for events such as the Richmond Marathon, Ukrop's Monument Ave 10K, the Christmas Parade, and Run Richmond 16.19 means that the community and event participants can safely enjoy all that Richmond has to offer.

We also provide exceptional, immediate towing support for street cleaning, road maintenance/paving, accidents, removing abandoned and disabled vehicles from city streets and working with CAPS officers and Code Enforcement to remove inoperable vehicles from private property. We are proud of our City and of the work we do to keep it safe and attractive.

30-Minute Response Time

Seibert's Towing operational guidelines commit to a response time of under 20 minutes for emergency towing requests, ten minutes faster than the contractually required 30-minute response time. Our state-of-the-art towing technology allows us to electronically dispatch calls to drivers. Our dispatchers have extensive knowledge of all areas of the city and have completed Traffic Incident Management (TIM) training ensuring the highest level of competence in our dispatch team.



Storage Facility

Conveniently located inside Southside Plaza, Seibert's Towing provides the City and its citizens a secure location protected by electric fencing, alarms, recorded monitoring devices and on-site personnel. We offer a location that crosses multiple bus lines yet has no negative impact on the aesthetics of city neighborhoods. Seibert's Towing is committed to keeping all vehicles safe and secure.

Seibert's Towing provides the Richmond Police Department with a separate, secure location capable of storing more than 300 vehicles being held for investigation (HFI), with 24/7 access to RPD. Seibert's Towing will continue to provide this service at no cost to the City of Richmond.

Financially Secure and Dependable

Seibert's Towing has a demonstrated history of accurate, on-time financial accountability to the City of Richmond. As a division of Manchester Marketing, Inc., a financially sound corporation entering its 47th year, Seibert's Towing benefits from strong financial backing, allowing us to adapt to economic fluctuations and providing us with a dedicated, professional support staff to respond to the administrative needs of the City.

Good Representation

We are continually aware that we represent the City of Richmond both on the street and to the customers who come to our facility. Seibert's Towing also has a demonstrated record as a responsible corporate citizen within the Richmond community having sponsored RPD charity and outreach events, school prom nights, and other local charities.

Office of Minority Business Development

Seibert's Towing is intentional in our commitment to MBE/ESB participation and has a proven, documented record of consistently exceeding the required 25% participation level. We have been successful in mentoring and helping our subcontractors maintain a high level of professionalism and service, while providing them with a source of consistent, dependable income, ensuring their continued success.

Citizens of the City of Richmond

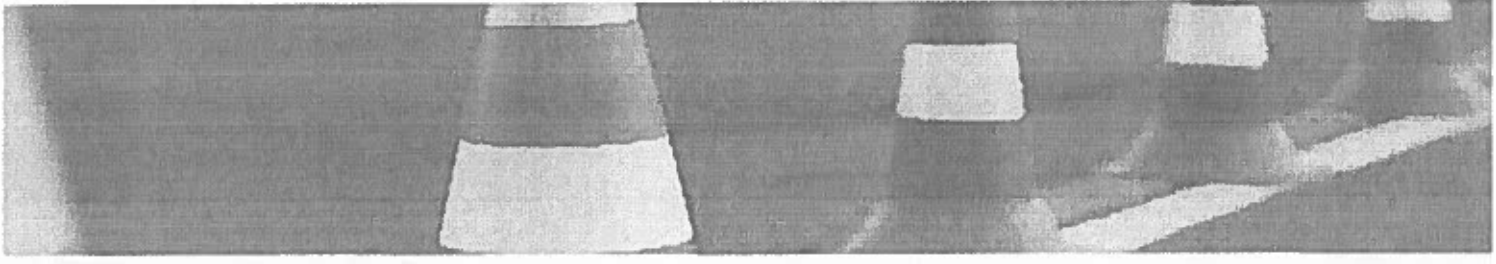
The Seibert's Towing commitment to excellence and superior customer service does not stop with our interaction with City officials and RPD but extends to the community as we interact with citizens who need to reclaim or dispose of their vehicles. Through customer service training and continual monitoring, our staff excels at diffusing potential areas of conflict by assisting and educating citizens with respect and professionalism. Most citizens are unfamiliar with towing laws and DMV regulations. This often requires patience and repeated explanations on our part as citizens make decisions regarding their vehicles. We have successfully assisted many people in financial difficulty who were working to get back on track after homelessness, prison sentences, and addiction. We offer affordable options for the uninsured or underinsured to legally dispose of unwanted or inoperable vehicles.

With this proposal, Seibert's Towing offers decades of proven experience meeting the City's towing needs in the most professional, efficient, and economical way. Seibert's Towing offers a competitive and comprehensive proposal that achieves and exceeds all of the City's criteria for project approach, qualifications and experience, financial arrangements, compliance, accessibility, and MBE commitment.

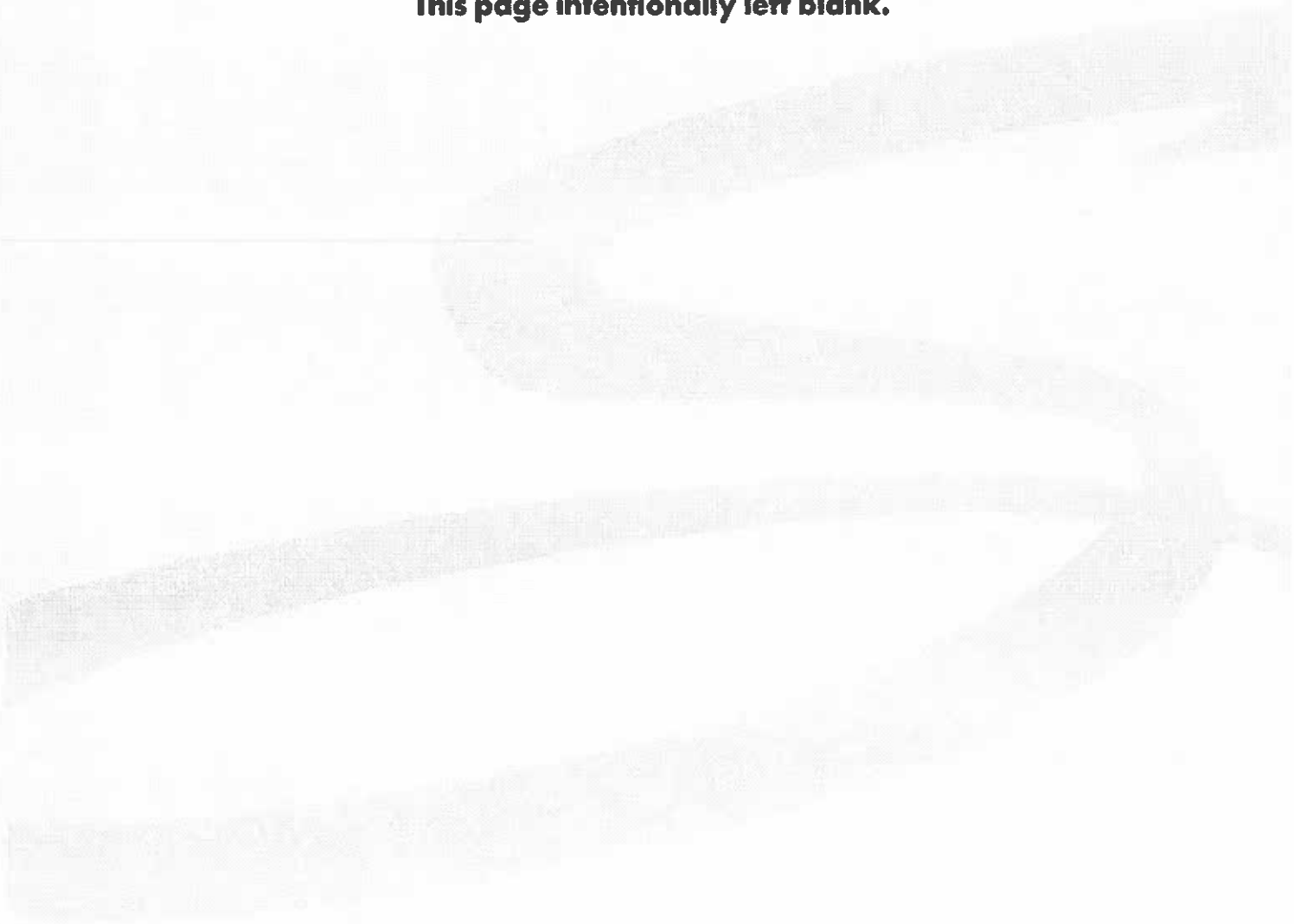
STATEMENT OF SCOPE

The following is a list of the scope of work as outlined in RFP 230011913:

- A.** Contractor will furnish all necessary equipment, labor and materials required to successfully provide towing services for City vehicles and citizen vehicles as required by the City of Richmond.
- B.** Towing and support services are required, 24 hours per day, 7 days per week including holidays.
- C.** Services will include City-owned vehicles and vehicles being held for investigation that are located outside the City limits, including City-owned property located outside City limits.
- D.** Towing and storage are provided for City-owned vehicles with no storage charged. Disabled City vehicles will be towed for free within City limits.
- E.** Towing is provided at the direction of law enforcement for vehicles illegally parked in tow away zones including handicapped designated parking and fire zones.
- F.** Towing is provided for parking violations with peak towing between the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. Additional towing support will be needed for special events as directed by the City of Richmond and RPD.
- G.** Towing is provided for abandoned vehicles as directed by law enforcement.
- H.** Towing is provided for vehicles involved in accidents as requested by law enforcement.
- I.** Towing is provided in cooperation with the City's parking vendor (currently SP+) for vehicles with three or more outstanding parking tickets.
- J.** Towing is provided for vehicles reported as stolen as directed by law enforcement. Contractor will work with RPD in processing these vehicles and returning them to the lawful owner.
- K.** Towing is provided under the supervision of Code Enforcement and CAPS officers for the removal of vehicles from private property that are in violation of City code.
- L.** Services are provided for lawful disposal (auction) of vehicles that have been abandoned by the rightful owner.
- M.** The contractor will provide a secure facility, within City limits, of adequate size for the storage of officially held (HFI) vehicles.
- N.** Towing and storage will be provided for vehicles impounded for 30 days for DUI violations, equipment violations or both.
- O.** Storage is provided free of charge for vehicles while held by law enforcement.



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OFFER OR HISTORY

Manchester Marketing, Inc., t/a Seibert's Towing is a Virginia corporation founded in 1976, by founder and current chairman, John R. Seibert. The company was incorporated on January 18, 1977, in Richmond, Virginia. It is a Subchapter S corporation.

As an entrepreneur, John Seibert has invested in the communities of Richmond for the last six decades, providing reputable places of employment and valuable services to the City. Originally founded with a single service station on Hull Street in 1976, within just eight years, Manchester Marketing owned and operated a network of nine auto repair stations through-out Richmond, each with a dedicated tow truck to transport disabled vehicles for customers. During the 1980s, Manchester Marketing became one of the largest convenience store chains in the community by remodeling the service stations to reflect the changes in consumer purchasing. By consolidating the surplus tow trucks, Seibert's Towing was founded as one of the largest towing fleets in the area and quickly earned a contract with the City of Richmond in 1984.

Through the years, Manchester Marketing has evolved to meet the ever-changing needs of its customers. In addition to motor vehicle towing, we have established numerous automotive related businesses during our 47-year history including convenience stores, auto repair, dispatched transportation, petroleum distribution, body shops, waste management, auto storage, and auctions.

Seibert's Towing has provided contracted towing services to the City of Richmond for the past 39 years, since 1984. At that time the City's towing operations were divided into zones with multiple towing contractors servicing each zone and citizen vehicles being towed to multiple lots. The City also maintained, staffed, and bore the cost of its own HFI impound lot. Eventually the contractors in the other zones did not meet the service commitment required by the City. We have been the turn-key tow lot contractor for the City since 1992. In 2003, Seibert's Towing purchased our current property, providing the City with the ability to consolidate all towing operations, including HFI, into one facility. We have the facility and resources to provide the City and its citizens with one secure location for all towing and impound needs. No other towing company has worked longer or more closely with the Richmond Police Department, and no other towing company comes close to matching our experience with providing efficient, professional, and economical impound service to the City's government and the citizens of Richmond.

The offices of Manchester Marketing, Inc., t/a Seibert's Towing are located at 642 W. Southside Plaza Street, Richmond, VA 23224

Seibert's Towing

642 W. Southside Plaza Street
Richmond, Virginia 23224
804.233.5757
804.745.1917 fax
towinginfo@seibertcos.com

The Federal ID number for Manchester Marketing, Inc. is 54-1037512.

Corporate Officers

John Seibert, Founder/Chairman

Melvin Lawson, President

Ronda Lawson, Vice President

Randolph Seibert, Director

Shirley Seibert, Secretary

Manchester Marketing, Inc. has 35 employees

Manchester Marketing, Inc. t/a Seibert's Towing has not operated under any other name within the past ten years

Manchester Marketing, Inc. t/a Seibert's Towing is not a subsidiary or affiliate of any other organization or company



642 W. Southside Plaza Street

In 2003, Seibert's Towing purchased our current property, providing the City with the ability to consolidate all towing operations, including HFI, into one facility.

Statement

By submitting its proposal, Manchester Marketing, Inc., t/a Seibert's Towing (the "Offeror") certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements to this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City's announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete and up to date.



Melvin C. Lawson

President

Title

10/02/2023

Date

REFERENCES

Seibert's Towing does not currently hold, nor has held any towing services contracts with localities other than the City of Richmond within the last five years. Service to the City of Richmond has been, and should we be awarded this contract, will continue to be our number one priority.

For the past 39 years, Seibert's Towing has served the City of Richmond by providing towing services and a turnkey impound lot. We submit the following references from the City of Richmond:

Name/Department	Address	Phone
Detective Eric Konopka Asset Forfeiture Unit Police Impound Lot	200 W. Grace Street Richmond, VA	804.646.4013
Steven Bergin Department of Public Works	900 E. Broad Street Room 102 Richmond, VA	804.646.3724
William Berkel Department of Public Works	1651 Commerce Road Richmond, VA	804.646.1751
Calvin Chambliss Automotive Superintendent, Public Works	1651 Commerce Road Richmond, VA	804.646.0676

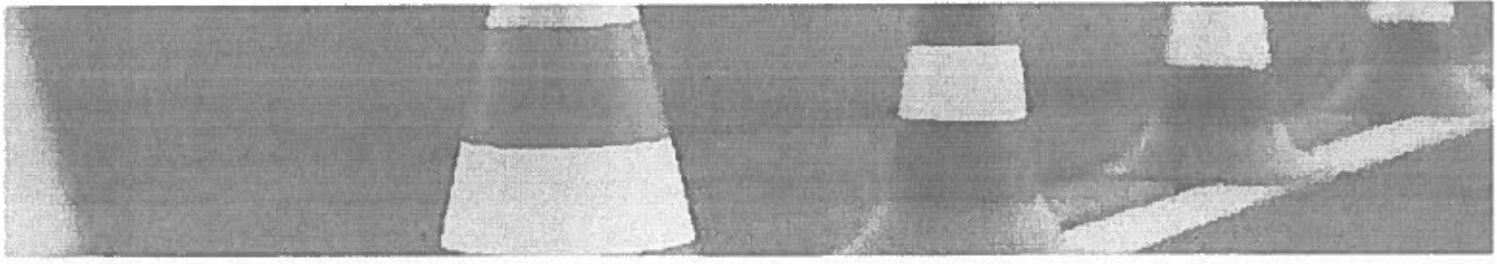
We submit the following references from other agencies we serve:

Name/Department	Address/Phone	Scope
Bonnie Martin Richmond Behavioral Health Authority	107 S. 5th St. Richmond, VA 23219 804.819.4094	Towing and repairing vehicles
Thomas Stevenson Vehicle Maintenance Manager United States Postal Service	1001 School St. Richmond, VA 23232 804.775.6101	Towing and repairing vehicles
Brian Caldwell Operations Manager Charitable Auto Resources	4669 Murphy Canyon Rd. Ste 200 San Diego, CA 858.300.2903	Towing and auction of donated vehicles
Mahlon Funk Enterprise Holdings	Mahlon.g.funk@eh.com 804.640.2470	Towing disabled vehicles

Our company President, Melvin Lawson, has also, when requested, assisted representatives from Chesterfield County and Henrico County in establishing towing policies, procedures, and pricing for their counties.

Chesterfield County, Preston Pinkleton, 804.751.4466
Henrico County, Charles Hundley III, 804.501.4800

Note: Seibert's Towing gives consent for the City of Richmond to contact any references listed and acknowledges that information obtained from these references will not be disclosed to us.



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PROJECT APPROACH

Narrative Description

A. Equipment Available

Seibert's Towing is supported by a professional fleet of equipment to handle any towing job, no matter how large or small. Using a combination of owned and contracted equipment, we have the following available to serve the City's towing needs:

41 Flatbeds with wheel lifts	3 Road tractors
9 Autoloaders	3 Landoll trailers
4 Medium duty wreckers	3 Lowboy/hydraulic trailers
2 25 to 35-ton wreckers	2 Hazmat/Support Truck
4 40 to 50-ton wreckers	3 Skid steer/misc. loaders
2 75-ton rotators	5 Misc. recovery equipment



81 Total pieces of towing equipment under contract to support the City of Richmond

With the needs of the City as our number one priority, we have the flexibility to tailor our equipment and staffing to meet the service levels required for either a routine day or a major event.

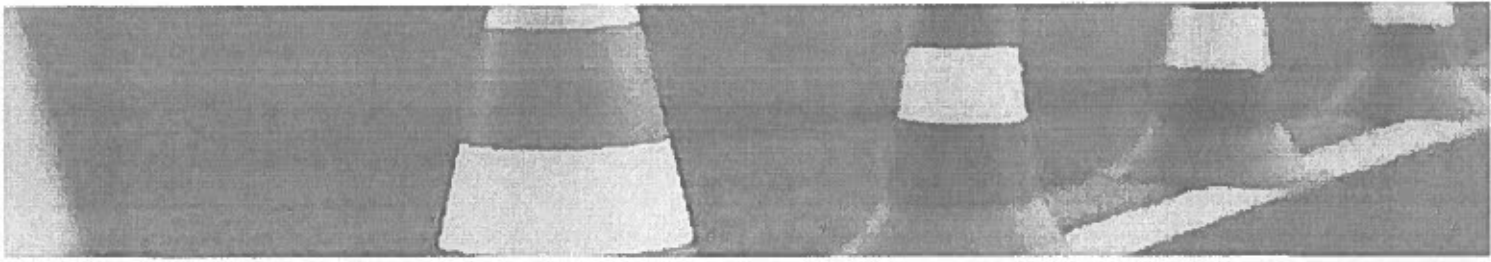
We have a minimum of 35 drivers and vehicles available to call, 24 hours a day, seven days a week. During normal weekday operations we have 20 drivers and vehicles available. On weekends, we have ten drivers and vehicles scheduled and on call, with the ability to bring in more people and equipment as needed for emergency situations and special event towing.

Our historical records of the City's towing needs mean we can draw on previous data and trends and have been successful at predicting towing needs for various high-demand, unique events. Our log of event towing, detailing start and end times, number of trucks used, and number of tows, is useful to RPD as decisions are made year-to-year for the needs of specific event scheduling.

Seibert's Towing has serviced the towing needs of the City of Richmond for the following events: Richmond Marathon, Christmas Parade, Broad Street Mile, Ukrop's Monument Avenue 10K, Shamrock the Block, Gubernatorial Inaugurations, Collegiate Bike Championships, 2015 UCI Road World Championship, Run Richmond 16.19, Carytown Watermelon Festival and numerous other festivals.

B. Towing Operations and Procedures

Seibert's personnel work with the Department of Emergency Communications, RPD, SP+, Fleet Management and Code Enforcement to respond with precision to all towing requests. Requests for service are received via phone calls or email depending on each department's requirements. Our team of experienced, professional dispatchers are all certified in Traffic Incident Management (TIM) so they understand what is needed in the field and how best to deploy our fleet. They have knowledge of the City geographically and are versed in the terms and requirements of the City towing contract. Our commitment to excellent customer service extends to the citizens of Richmond as we help them navigate the process of either retrieving their vehicle or disposing of it. Our people make the difference



Our drivers are trained to safely operate their towing equipment and complete Traffic Incident Management (TIM) training as required by the Virginia State Police. All company drivers are certified by the Virginia Department of Criminal Justice Services (DCJS) to drive a tow truck and keep proof of certification while on duty. The DMV motor vehicle record for all company drivers is reviewed annually by management and monitored throughout the year using the DMV electronic alert system.



Seibert's Towing uses the latest technology to electronically dispatch calls resulting in a demonstrated response time of under 20 minutes for emergency tows. See appendix for report.

Calls are dispatched electronically to our drivers utilizing recently upgraded dispatch software supported by a state-of-the-art GPS system that tracks the location of the truck. This technology enables us to send the right driver and equipment to the scene efficiently and on time. This software system begins the digital record of each vehicle and seamlessly follows it throughout the disposal or release process. All towed vehicles are brought back to the secure Seibert facility located in the City of Richmond for safekeeping. Citizens have one central, convenient location for vehicle pick up.

The Seibert's Towing dispatch team recently supported the Department of Emergency Communications in beta testing and troubleshooting their system for reporting all vehicles towed within the City of Richmond. All vehicles towed by Seibert's at the direction of the City are uploaded to this system to enable citizens to locate their vehicle quickly and begin the retrieval process.

C. Location, Size and Condition of Tow Space

Seibert's Towing facility consists of 19 acres, housing towing and dispatch operations, fleet parking, customer vehicle storage, HFI storage and vehicle repair shop, all located at 642 W. Southside Plaza St., behind the Southside Plaza Shopping Center. We have the capacity of storing a maximum of 1500 vehicles, and can comfortably operate with 1200 vehicles at any given time.

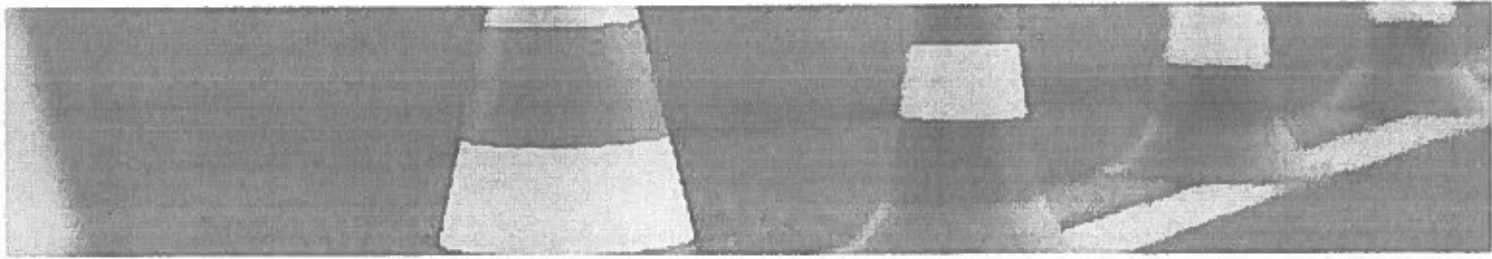
The paved areas of our facility were repaved in 2016 at the cost of roughly \$150,000. Customer parking was upgraded with additional curbing and striping at that time. The gravel portions of our property are constantly graded and maintained by company owned equipment and staff. In 2022, an upgrade of razor wire to large portions of our chain link fence was installed for additional security.

Convenience

The Seibert's Towing facility is convenient to all of Richmond and easily accessible from Chippenham Parkway, Powhite Parkway, and the Downtown Expressway. From this strategically located facility, we can dispatch a driver to anywhere within the city in under 20 minutes



For the convenience of the City's citizens, our facility is roughly 500 feet across a paved parking lot from multiple GRTC bus lines at the entrance to Southside Plaza.



Auction

Although it is always preferred that vehicle owners pay for and remove their vehicles after towing, some vehicles go unclaimed at our facility. We attempt to work with the unique circumstances of each vehicle owner, including the disadvantaged and the underinsured, to give them every reasonable opportunity to pick up their vehicle or legally dispose of it.

Seibert's Towing holds an Auction Firm License from the Virginia Department of Professional and Occupational Regulation (DPOR) allowing us to auction abandoned and unclaimed vehicles every month. We are experts in the various state codes and City ordinances related to liens, auctions, and the disposal of unclaimed vehicles. We work closely with DMV systems and personnel to notify owners and lien holders about the status of their vehicle and how to reclaim it. We ensure that abandoned vehicles are disposed of within the time parameters and methods dictated by law.



In 2019-2020, our company president participated as a stakeholder representing towing companies statewide in a DMV study group examining issues surrounding the disposal of abandoned vehicles and vehicles subject to the Mechanic's and Storage Lien (MSL). The recommendations of this study group influenced a major revision to these sections of state code in the 2021 General Assembly session correcting many gaps in the process and improving communication with vehicle owners and lien holders.

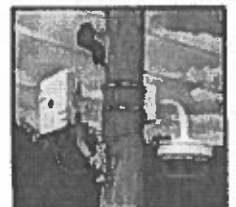
In 2023, Seibert's Towing partnered with a member of City council and the YMCA to help a citizen purchase a vehicle at our auction, enabling a mother of two young children to finally have reliable transportation to get to and from work and transport her children to childcare.

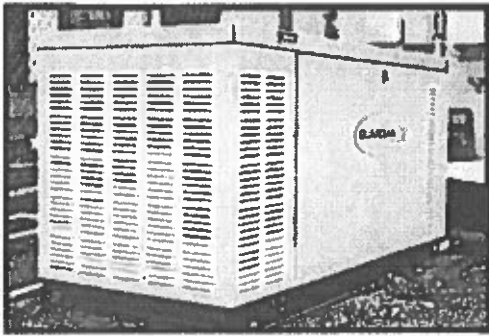
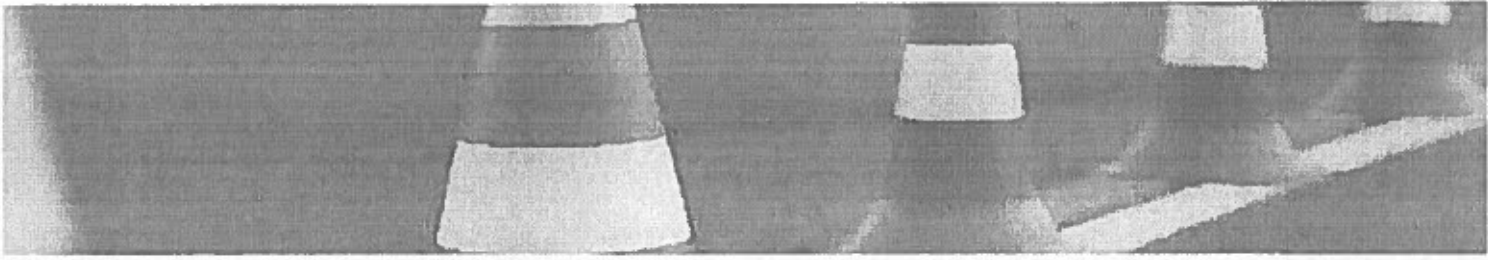
Security

Seibert's Towing goes to great lengths to protect the property of the citizens of Richmond while a vehicle is stored on our lot. Our facility is surrounded by fencing of either 8 foot tall chain-link or 12-foot high plywood. In addition to these barriers, there is a second layer of security provided by an 8 foot tall electric fence with an internal alarm system that is monitored by both on-sight personnel and a central monitoring agency. Attempts to access even the most remote sections of our property trigger an investigative response from our staff.

The entire property is further protected by internal fencing and zones accommodating a variety of operational scenarios. The primary access gates are controlled electronically by our personnel and have sensors to ensure safety for pedestrian traffic. During major events, we employ a security company to manage customer traffic and promote a sense of well-being.

Our camera system has 30 cameras providing continuous video and audio monitoring both inside and outside our building as well as key areas of our facility, including HFI. Recordings are available for over 60 days providing a history of customer and vehicle traffic. These recordings have even proven useful to law enforcement for investigating criminal activity near our property.





In the event of a disruption of electrical service, the facility has a back-up generator system powered by natural gas. Our key operating systems including telephones, computers, lights, security, and HVAC remain fully functional in the event of inclement weather or a natural disaster, ensuring that the towing needs of the City are not interrupted.

The entire perimeter of our facility is surrounded by a 7,000 volt electric fence connected to a remote monitored alarm system.



Hold for Investigation Lot

The 40,000 square foot Hold for Investigation (HFI) storage lot can securely contain up to 140 vehicles, separated from customer vehicles by a locked fence, and accessible only to RPD and RFD. We have the capacity to store an additional 125 vehicles in an overflow area that is physically removed from the general public. We have a separate 800 square foot fenced and locked area to provide security for smaller HFI vehicles such as motorcycles and scooters. Temporary inside storage of vehicles and property is also available when needed. Should RPD determine an increased need for HFI vehicle storage, Seibert's Towing is willing to provide additional fencing at no cost to the city. The entirety of all dedicated HFI storage space would be provided at no cost to the City of Richmond.



D. Communication and Coordination with City Representatives Hotlines

Seibert's Towing provides two dedicated, non-published phone numbers that are reserved exclusively for the Division of Emergency Communications and Richmond police officers. Calls coming in through those numbers are automatically flagged to our operators and given priority over all other incoming calls. These lines are monitored by an on premise Seibert's Towing dispatcher, 24-hours a day, seven days a week, 365 days of the year.

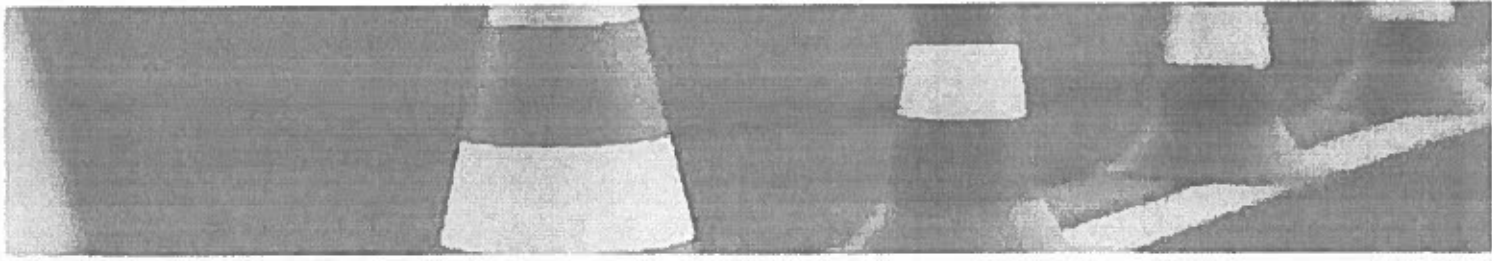
In the unlikely event of a failure or disruption to our primary phone service, we have a redundant system through a second phone provider that provides a fail-safe backup that engages automatically. RPD and the Department of Emergency Communications would see no disruption in their ability to communicate with our dispatch office should one of these systems experience an outage.



RPD Staff

We maintain daily face-to-face and electronic communication supporting the officer assigned to the Property and Evidence HFI storage lot and provide a dedicated office for RPD use. RPD staff has direct access 24-hours a day to information about any vehicle in our system, either past or present, through communications with our dispatch office either by phone, email, or in person. In addition, the company President, Vice President, Operations Manager and Dispatch Manager make themselves available whenever needed to work through emergencies or unique issues that arise. Seibert's personnel at all levels are here to support the Richmond Police Department whether it is assisting with sensitive impound evidence or simply putting air in the tire of a police officer.





Finance

Seibert's Towing maintains ongoing communication with City of Richmond Finance staff through monthly reports and audits of citation activity. We also communicate regularly with the contract specialist, buyer, or procurement staff as necessary for the purchase orders issued by each department. Additional support is provided to Finance by our prompt response and immediate access to citation information to assist City staff in responding to citizen inquiries.

Parking Enforcement/Code Enforcement

The management team at Seibert's Towing is regularly called upon by officials within Parking Enforcement, Code Enforcement and SP+ to navigate difficult situations that can surface regarding a citizen's vehicle. These situations call for diplomacy and understanding of a citizen's unique circumstances as we support City officials in meeting their objectives. Our management team is always available via cell phone, email, or personal meetings with city officials to assist in resolving these issues and has supported all past requests made by the City.

Department of Public Works/Fleet Maintenance

Seibert's Towing maintains a close relationship with the officials responsible for fleet management. Towing and service requests are made directly to our dispatch staff by phone and email for a timely response. Our dispatchers are knowledgeable of the unique needs of fleet management and consistently dispatch the appropriately sized wreckers and equipment for each call. Service needs ranging from a routine relocation for auction to a major recovery are assessed on an individual basis and assigned appropriately. Additional resources are brought in as needed to ensure efficient, timely, and safe transport of city vehicles.

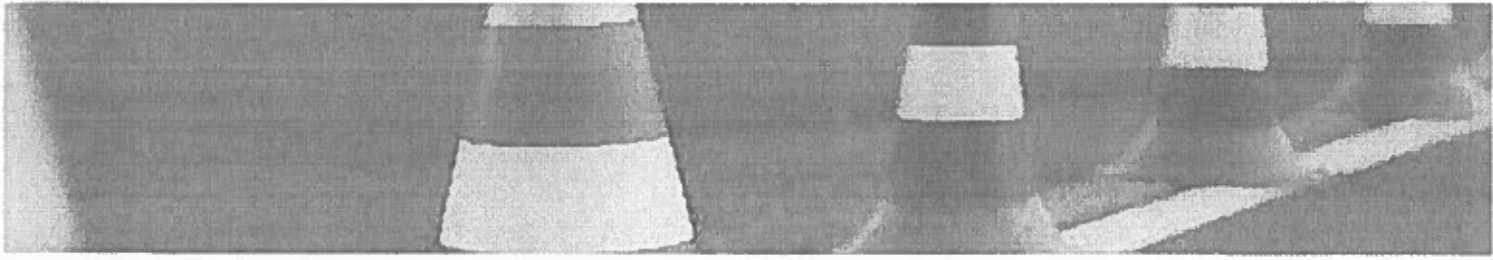
Office of Minority Business Development

Seibert's Towing submits monthly the online MBE Audit/Compliance Report to the Office of Minority Business Development, detailing subcontractor payments as they relate to MBE/ESB. We work directly with our MBE liaison to assist minority subcontractors in completing the process to be fully certified by the City of Richmond and the Commonwealth of Virginia.

For over 30 years, Seibert's Towing has demonstrated good faith efforts and a major commitment to MBE/ESB by encouraging minority subcontractors (presently eight) to participate with us in contractual towing services for the City of Richmond. Seibert's Towing currently achieves an MBE participation rate of over 25%, exceeding the requirement of the RFP, and commits to maintaining this same rate should we be the selected vendor.

Seibert's Towing has designed a system to increase the participation of small and minority-owned businesses who would be excluded from participating in the City towing contract due to a lack of equipment, facility, or staffing resources sufficient to meet the City's needs. Seibert's Towing presently coordinates with 13 subcontractors, of which 60% are minority owned.

In 2022, of the total requests for services from the City of Richmond and RPD, 63% of those calls were dispatched to a Seibert's subcontractor. Since July 1, 2016, Seibert's Towing has paid over \$3,500,000 to minority-owned subcontractors.



Our commitment to our subcontractors includes paying them weekly so that they have a steady flow of income and a consistent work opportunity. Subcontractors are paid per tow/service, and their payment is not dependent on Seibert's Towing collecting from the citizen. We provide a breakroom for their use and comfort while they are waiting for calls. Our fair and consistent rotation schedule offers every company access to the City contract while providing them flexibility to pursue additional income opportunities.

We are proud to highlight our newest minority owned subcontractor, Absolut3 Towing, owned by Joseph Baker. Joe has served as a driver for D&S Towing, another of our minority subcontractors, for many years. In September 2023, Joe launched his own company and now assists us as an owner, not an employee. Absolut3 Towing is just the most recent example of a new towing business we have helped by providing stable revenues as they support the City towing contract. Absolute3 Towing is in the process of becoming fully certified with the City of Richmond Office of Minority Business Development.



Our commitment to exceeding the MBE requirements of the City contract remains strong and is a natural outgrowth of who we are, what we believe, and our commitment to the citizens of Richmond.

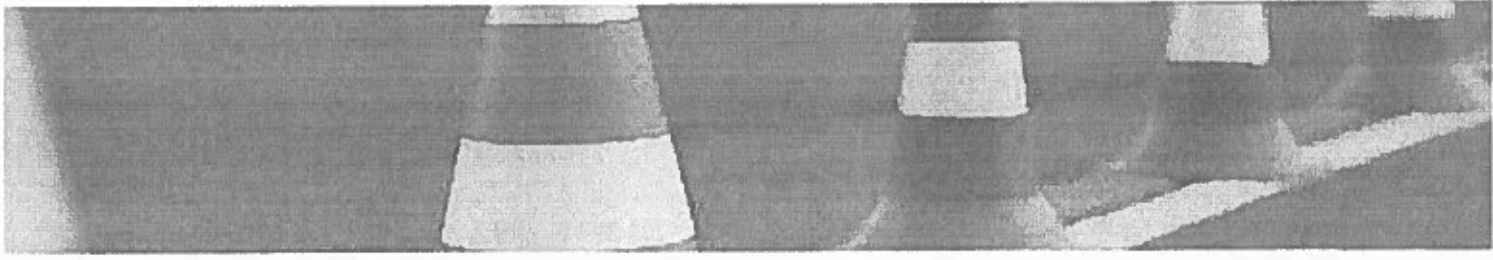
E. Recordkeeping and Reporting

Seibert's Towing utilizes a continuously updated software management program that fully integrates a single source for dispatch functions, recordkeeping, inventory management, and vehicle disposal or retrieval. With a vehicle/customer experience history going back to May 2005, we are able to provide both the City and vehicle owners an accurate, detailed accounting from the time of towing to the vehicle's release or disposal. Our system allows us to keep permanent written notes, providing a timeline of activity unique to each vehicle. *All paper documents, including police tow requests, driver tickets, vehicle releases and auction documents are retained for a minimum of 7 years.*



The capabilities of our software system allows us to provide analysis and reporting data that the City would otherwise have to produce and maintain. We currently provide monthly reports to the City regarding towing activity for street cleaning, outstanding parking tickets, citations, and vehicles disposed of at auction. We also provide annual statistical data when requested and respond promptly to specific requests for unique data from City personnel. Our ability to quickly and easily retrieve accurate information and reports combined with our "whatever it takes" attitude toward customer service to the City of Richmond, has enabled us to become a dependable information resource to various City departments.

For approximately 17 years, Seibert's Towing has been approved by the Virginia Department of Motor Vehicles to participate in the DMV Extranet Transaction Service, through which we electronically obtain owner and lien holder information on unclaimed vehicles. To comply with state laws for proper vehicle processing, the DMV process must be conducted in a secure, accurate and timely manner. We currently average 290 records per month through this system. We have partnered with Auto Data Direct to process vehicles registered outside the Commonwealth of Virginia. In addition, we comply with federal regulations regarding the reporting of impounded and auctioned vehicles by reporting



F. Evidence of 30-Minute Response Time

Seibert's Towing tracks daily records of all dispatch activity including response times for each individual call. Time and date are tracked, recorded and stored for every step of the process, from the moment we receive the call from the Department of Emergency Communications, to the time the call is completed. Seibert's Towing averaged a response time of fewer than 18 minutes for all RPD calls that fall under the 30-minute response requirement during 2022. We maintain this excellent response time through a daily review of the previous day's towing activity by the company President. Dispatchers are required to run these reports at the end of each shift and provide a written response for any RPD calls that fall outside of the 30-minute response time. Any times falling below our high standards are investigated with corrective action promptly taken.

Seibert's Towing averaged an 18-minute response time for all urgent RPD calls in 2022. See appendix.

Subcontracting



A. Reasons for subcontracting

Seibert's Towing is committed to utilizing subcontractors in the execution of this contract. The volume of towing calls for the City varies greatly depending on weather conditions, community events, street cleaning and the activity of the police department. Over the past 38 years of providing towing services to the City, Seibert's Towing has formed strong relationships with large and small towing companies in the metropolitan Richmond area to better navigate the fluctuations in the City's towing needs.

Benefits to subcontractors include the following:

- Seibert's Towing pays each subcontractor weekly, instead of waiting until fees are collected from the vehicle owner. We will continue to pay in this manner so that our subcontractors can maintain a healthy cash flow and have a source of reliable income.
- Seibert's Towing completes all City paperwork and financial reporting for our subcontractors.
- Seibert's Towing ensures that its subcontractors remain current with the appropriate insurance coverage by being listed as an additional insured on each policy.
- Seibert's Towing ensures that all subcontractors are compliant with the requirements of the City contract through our agreements with them.
- Seibert's Towing provides 24/7 dispatcher service to assist our subcontractors with call assistance, directions, and backup if needed.
- Seibert's Towing offers storage facilities for our subcontractors' private towing businesses.
- Seibert's Towing offers to administer all paperwork requirements to assist subcontractors with the disposal of unclaimed vehicles they have towed for their own business through the DMV Mechanics & Storage Lien process.

B. Proposed Subcontractor Responsibilities

Seibert's Towing briefs all subcontractors on City operating scenarios and uses standardized forms and paperwork designed by Seibert's Towing. Our subcontractors work under the direct supervision of Seibert's Towing employees when performing services related to the City contract.

If a subcontractor repeatedly fails to meet our high standards, that subcontractor or the subcontractor's subpar employee is barred from future participation in our towing operations. Subcontractors are assigned to shifts to complete all types of towing and recovery, just like our own drivers. Our subcontractors are bound by a formal contract that outlines their duties and our expectations and are utilized in towing and recovery operations for the City of Richmond for street cleaning, parking violations, accidents, City events and in towing City-owned vehicles.

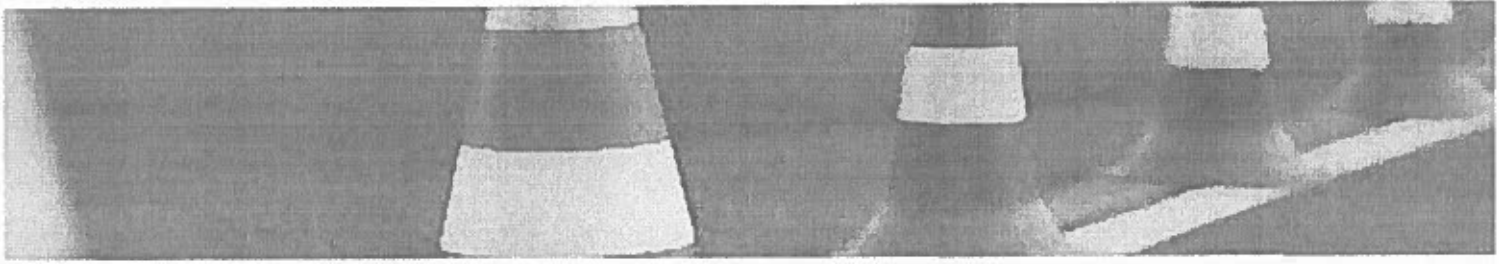
When a free tow is provided to the City by a subcontractor, Seibert's Towing pays the subcontractor for the tow, even though the City is not billed for the service.

C. Subcontractors

Subcontractor	Location	Key Personnel	Experience	Minority Owned
Absolut3 Towing	1680 Stansbury Ave. Richmond, VA	Joseph Baker	17 Years	YES
Automundo	5000 Jefferson Davis Hwy. Richmond, VA	Jose Garcia	14 Years	YES
Back to Life Towing	816 Bedrock Lane. Richmond, VA	Frederick Robinson	13 Years	YES
Capital Garage	118 Thurman Street Richmond, VA	Joann Woodson	36 Years	NO
Coastal Towing & Recovery	2220 Charles City Rd. Richmond, VA	Daniel Lee	39 Years	NO
D&S Towing	642 W. Southside Plaza Richmond, VA	Don Poonsammy	16 Years	YES
Durham & Sons	6930 Dyer Lane Richmond, VA	Scott Durham	20 Years	NO
Final Notice	151 W Commerce Rd. Richmond, VA	Michael Thompson	2 Years	YES
JLB Towing	6500 Erhart Road Richmond, VA	Jerry Berry	18 Years	YES
J&R Towing	3101 Hilliard Road Richmond, VA	Jesse Robinson	14 Years	YES
Mike's Autocare	4300 Jefferson Davis Hwy. Richmond, VA	Clint McAvoy	28 Years	NO
S&C Towing	924 Wheelwood Plaza Richmond, VA	Sam Hayes	6 Years	YES
Simply Towing	642 W Southside Plaza Richmond, VA	Bobby KHts	7 Years	NO

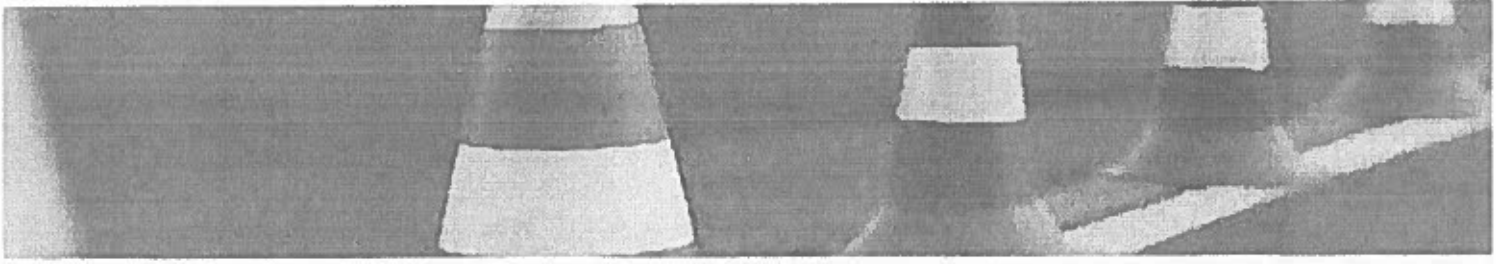
**Reference Tab 1 for actual Minority Business Enterprise Monthly Compliance Reports submitted to the City of Richmond, Office of Minority Business Development during the last five years.

**All subcontractors listed above are currently being used by Seibert's Towing. With the exception of Absolut3 Towing, these subcontractors have worked with us for more than one year.



We believe that the best business model for supporting the City's towing operations is a combination of our experienced company drivers along with qualified subcontractors. This hybrid approach provides both the stability and the flexibility needed for success.





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QUALIFICATIONS AND EXPERIENCE

Other Contracts

Charitable Auto Resources

Term of contract – perpetual

Statement of the scope – towing and auction services for vehicles donated to charitable organizations

Primary contact - Brian Caldwell, 4669 Murphy Canyon Rd., Suite 200, San Diego, CA, 92123, 858.300.2903

United States Postal Service

Term of contract – two years plus renewals

Statement of the scope – vehicle maintenance services, towing services as needed supporting the Richmond maintenance facility

Primary contact - Tom Stevenson, 1001 School Street, Richmond, VA 23232, 804.775.6101

Richmond Behavioral Health Authority (RBHA)

Term of contract – two years, plus three optional one year renewals

Statement of the scope – Total fleet maintenance for all RBHA vehicles, including repairs, towing, detailing services and body shop repairs.

Primary contact - Bonnie Martin 107 S. 5th Street, Richmond, VA 23219, 804.819.4094

Virginia Community Colleges, John Tyler Campus

Term of contract – one year, plus four optional one year renewals.

Statement of the scope – Total fleet maintenance for all JTCC vehicles, including repairs and towing.

Primary contact - Brunilda Orellano, 147 Daleville Centre Dr., Daleville, VA 24083, 540.591.4043

QUALIFICATIONS AND EXPERIENCE

Terminations, Claims and Suits

Seibert's Towing has never had a service contract terminated due to service failure or default.

Arbitration/Litigation Proceedings

Seibert's Towing has never been involved with any arbitration proceedings or litigation initiated by or against the offeror related to any towing services contract.

Licensing and Associations

- Virginia Department of Professional and Occupational Regulation, Auctioneer's Board, Firm Auctioneer License #2908000766, renewal date 09/30/2024.
- Virginia Department of Motor Vehicles, authorized extranet transaction service (ETS) user
- Better Business Bureau, rating of A+, accredited since 1984
- Virginia Association of Towing and Recovery Operators (VATRO), member
- Former Virginia Board for Towing and Recovery Operators (BTRO). Until 2013, commercial motor vehicle towing in Virginia was regulated by a state agency. Randy Seibert was one of nine appointed towers governing the agency. Reappointed several times, he served the entire duration of the board's seven-year existence.



KEY PERSONNEL

Melvin Lawson *President*

-B.A., Wheaton College; M.A., Palmer Seminary

*-37 years of experience in the transportation industry
Former Member – Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles*

-Legislative Committee – Virginia Association of Towing and Recovery Operators



Manchester Marketing, Inc. - November 2006 - Present

With over 28 years of management experience, Melvin Lawson directly oversees every aspect of the contract with the City of Richmond, personally ensuring that Seiberl's Towing meets or exceeds both the expectations and the contract requirements. He is educated on the legal requirements of the of the towing industry and ensures compliance with all local, state, and federal guidelines. He institutes policies and procedures to guarantee the continued success and safety of the City's towing operation. From 2019-2020 Melvin participated as a key stakeholder representing towing companies statewide in a DMW study group created to revise state codes affecting the Mechanic's & Storage Lien and the Abandoned Vehicle Process (MSL/AVP). In addition, Melvin provides executive leadership for Manchester Fleet Services, an auto and truck repair facility specializing in commercial fleets. Melvin helped create and continues to lead Dumpster Wagon, a waste management provider specializing in residential and small contractor services.

Barber and Ross Company - 2004 - 2006

Distribution Manager – Directed all shipping and receiving activity for the Richmond facility of a multi-state manufacturer of windows and doors.

Fed Ex Express - 1986 - 2003

Operations Manager (1995-2003) – Progressive leadership and management experience culminating in the management of day-to-day operations at the Richmond airport with primary oversight of heavy trucking supporting aircraft and ground operations.

KEY PERSONNEL



Ronda Lawson

Vice President of Administration

-A.A., Tomlinson College;

B.A., Virginia Commonwealth University

-26 years of administrative management at the executive level

-Member – Advisory Board for the Assessment of Towing Fees and the Storage of Vehicles

Manchester Marketing, Inc. - March 2009 - Present

Serving as the primary contact for billing of City contracted services, Ronda Lawson works closely with City Finance and Administrative personnel to ensure complete accuracy and contract compliance, including monthly MBE-3 reports. She directs the administrative and customer service aspects for the auction and completes monthly auction reports for the City. Ronda executes resolution of high-level customer service needs for towing, provides administrative leadership at the executive level for Manchester Fleet Services, and helped create and continues to lead Dumpster Wagon.

Virginia District Church of the Nazarene - 1998 - 2010

Office Administrator, Executive Administrative Assistant to the General Superintendent - Independently managed office, coordination communication between district office and 100 congregations. Published bi-monthly periodical with circulation of 1800. Planned and organized meetings, conventions, and retreats.

Virginia District Training Center, Registrar - 1994 - 2013

Independently managed ministerial training center with five sites offering credit and non-credit courses.

KEY PERSONNEL



Dawn Williamson

Operations Manager - March 2009 – Present

Providing front line oversight of drivers and our vehicle inventory, Dawn Williamson ensures the safe practices of our drivers and the accuracy of our vehicle information. Dawn's superb attention to detail and passion for accuracy enable us to operate at peak efficiency. Dawn also serves as the primary contact for the officer assigned to the HFI impound lot, coordinates special law enforcement training and support requests (K-9, ATF, police academy) and oversees the DMV notification process.

Latorya Barnette

Dispatch Manager - January 2006 – Present

Serving as the direct manager of dispatch and customer service operations, Latorya Barnette brings 18 years of experience at Seibert's Towing as she oversees the daily activities of the dispatch office and is the primary contact for coordination of street cleaning and Fleet Maintenance requests. Latorya ensures that both City and RPD towing requests are completed according to the terms of our contract.



Michelle Haskins

Manager of Administration - April 2019 - Present

With unflappable patience, Michelle keeps us running administratively. Whether the task is large or small, Michelle tackles it with enthusiasm and professionalism.

Our leadership teams offers over 180 years of combined experience in towing, management, customer service and fiscal control.

KEY PERSONNEL



Tony Kitts

Lead Driver - November 2004 - Present

Serving as on-street supervisor of drivers, Tony Kitts has 19 years of experience in the towing industry. He works directly with RPD personnel in coordinating major event towing. He also works directly with Support Officers to ensure smooth operation of street cleaning and with Code Enforcement and CAPS Officers in the removal of non-compliant vehicles from private property.

Jessica Richardson

Lead Dispatcher - February 2020 - Present

Excellent customer interaction, a passion for helpful service, and a make it happen attitude enable Jessica to serve as a front-line resource for the dispatch team.



Michael Cridlin

Technician - October 1983 - Present

With almost 40 years of experience as both a tow truck driver and lead mechanic, Mike Cridlin is responsible for the mechanical safety of Seibert vehicles. His lengthy tenure provides a historical perspective to unique recovery situations and the maintenance needs of our vehicles.

Lauren Dean

Manchester Fleet Services Manager - May 2021 - Present

Serving as a mechanical consultant and resource, Lauren evaluates customer vehicles as needed to determine damage and safety of vehicles. Lauren and her team of mechanics have helped towing customers in need of minor services needed to get their vehicles back on the road.



Financial Arrangements

A. Proposed Financial Arrangements

Seibert's Towing proposes to continue the existing citation collection and remittance system already in place unless a future change is requested by the City. Given the recent increase to towing service rates effective June 2023, we are not requesting an increase to the current citation rate of \$120 charged to the citizen for towing. Seibert's Towing proposes to increase the City's current remittance rate from \$25 to \$27 per citation. **For every \$120 citation issued by the City, Seibert's Towing will pay \$27 to the City, an increase of \$2.00 per citation.**

Based on the data in the current RFP, we anticipate that this increase will generate total annual revenues to the City for citation tows of \$200,000. **Seibert's Towing will pay this citation fee to the City regardless of whether or not it is collected from the vehicle owner.**

Seibert's Towing will provide the following free services to the City of Richmond:

- Towing of disabled City-owned vehicles
- Storage of recovered stolen motor vehicles for the first 24 hours immediately following notification to the owner or successor in interest.
- Changing flat tires, performing jump starts, winching, and lock-outs for City vehicles. For vehicles weighing more than five tons, we will charge a reasonable and customary fee, with prior agreement of DPW, for winching and tire changes.

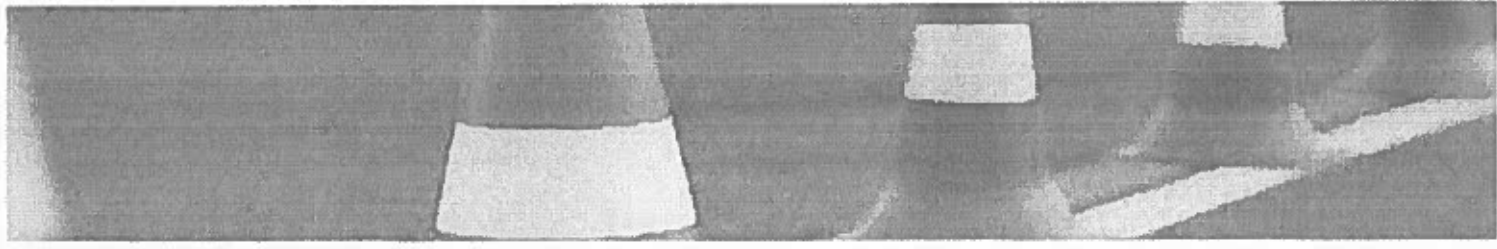
Seibert's Towing will provide additional free services and benefits for the Richmond Police Department, Property & Evidence Division:

- HFI storage for up to 325 vehicles physically segregated from other vehicles
- Storage of vehicles while they are officially held by RPD (HFI). Storage for the first 24 hours after release from HFI and notification of owner will also be included at no charge.
- Private fenced and locked area for high priority HFI vehicles
- Fenced and locked storage for up to 50 motorcycles and scooters
- Separate locked office for RPD staff inclusive of all utilities and restroom facilities
- Copier use, fax, telephone lines and file storage space.
- Inventory assistance
- Key control and management for HFI vehicles
- Backup electrical system powered by a natural gas generator
- 24/7 lot access to RPD personnel on demand and without notice


For court ordered refunds of towing and storage fees, Seibert's Towing will submit to the City a reimbursement request with supporting documentation for the entire \$120.00 originally collected from the vehicle owner. It is understood that no request for the reimbursement of storage charges or administration fees will be submitted in accordance with Part IV, Special Terms and Conditions, 3.3.1 (B) of the current RFP.

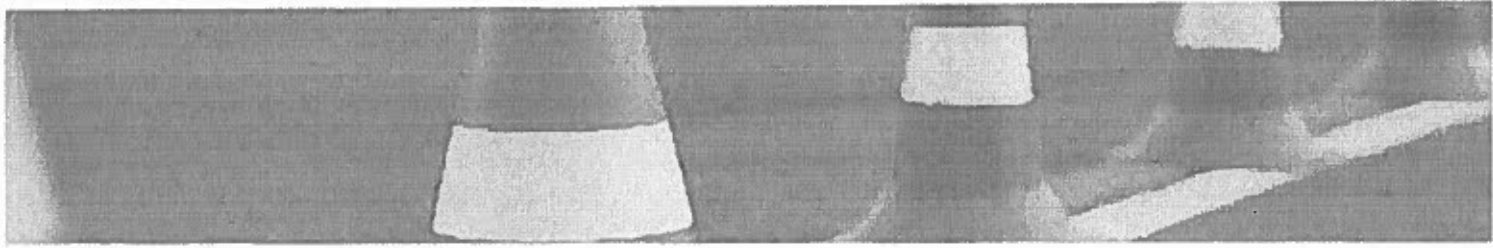
Requested Price Increases

Should Seibert's Towing seek an adjustment in the charges and rates set forth in a contract with the City, we would provide written notice of a request at least 90 calendar days prior to the anniversary of the commencement date of the contract. Any adjustment requests would not exceed the increase in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics for the All Urban Consumers Price Index specific to the Richmond area. Seibert's Towing would also provide documentation with the adjustment request verifying that the requested adjustment does not exceed 10% of the average going rate for similar services in the Richmond area in accordance with section 5.1 (D) of Part IV ("Special Terms and Conditions") of the Contract



The following is a list of our proposed charges should we be awarded this contract:

 PRICE LIST		
Abandoned	\$120	Plus storage \$50/day after 24 hours
Accidents Plus \$50/day upon entering lot	\$180 \$195	7 AM - 7 PM 7 PM - 7 AM
Accident Clean Up	\$25 \$90	Tier 1 - Dry clean up/parts only Tier 2 - Fluids/excessive clean up
City Citations	\$120	Plus \$50/day after 24 hours
Release on Scene	\$45	
Disable	\$95 \$110	Plus \$50/day upon entering towlot 7 AM - 7 PM 7 PM - 7 AM
DMV/Admin Fee	\$75	Applied after 72 hours
Driver's Arrest	\$120	Plus \$50/day after 24 hours
Environmental/CAPS	\$120	Plus \$50/day after 24 hours
Flipover	\$65	
Hold for Investigation (HFI)	\$110	Plus \$50/day 24 hours after notice
Jump Start	\$55	
Lockout	\$55	
Mileage	\$3.50/mile	Outside Richmond City Limits
Stolen	\$95 \$105	Plus \$50/day 24 hours after notice 7 AM-7PM 7PM-7AM
Storage	\$50/day	Including weekends/holidays
Tire Change	\$50	Per tire
Traffic/Parking Violation	\$120	Plus \$50/day after 24 hours
Winching	\$75	Per hour/one hour minimum
Convenience Tows	\$50	Towing of operable City vehicles
Oversized Vehicle Fee \$170 (10,001 - 16,000 lbs) \$55/daily storage rate		Oversized Vehicle Fee \$295 (16,001 - 26,000 lbs) \$60/daily storage rate
Oversized Vehicle Fee \$370/hour (over 26,001 lbs) \$65/daily storage rate Mileage fee of \$4.50/mile outside Richmond City limits applies to oversized vehicles tows		Air Hook-up - \$60 Cage Brakes - \$60 Remove Drive Shaft - \$80
Additional labor/stand-by time - \$85/hour Winching for oversized vehicles - \$115/hour Vehicles are available for release from 7 00 AM to 8 00 PM After hours release fee - \$35		



B. Revenue Remittance to the City

Seibert's Towing currently, at the request of City personnel, submits the citation revenue at the close of every month. If the City Finance department would prefer to have twice monthly payments, Seibert's Towing agrees to process the report and send payments after the 15th and close of every month.

As stated above, Seibert's Towing will remit \$27 to the City of Richmond for every vehicle towed on a citation. Should the citation rate increase during the term of the contract, Seibert's Towing is willing to increase its citation remittance rate to the City directionally proportionate to the increase.

C. Potential Costs to the City

Pricing for the towing and servicing of operable City vehicles (convenience tows) will be in compliance with RFP guidelines and as specified in our proposed towing charges. Any additional special, exceptional, unusual, or unforeseen circumstances will require approval in advance from the City.

Towing and services for heavy-duty City vehicles often involve unique towing and recovery situations. Seibert's Towing is actively involved in seeking improved solutions and relationships that will strengthen our performance of these services. Seibert's Towing currently partners with two of the largest towing companies in the area to meet the City's needs for heavy duty vehicles and equipment. These companies are two of the primary TRIP, rapid response towing companies approved by the Virginia Department of Transportation for servicing the interstate system within Richmond.

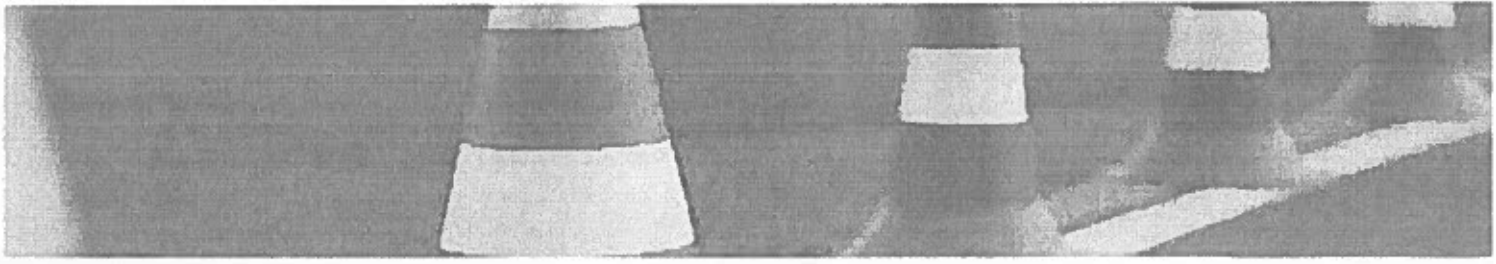
At our own expense, we have, when needed, utilized additional towing resources from our area to meet emergency needs for the City's heavy-duty vehicles.

D. List of Current Towing Charges

The following is a list of our current charges effective June 23, 2023.



SEIBERT'S PRICE LIST		
Abandoned	\$126	Plus storage \$50/day after 24 hours
Archimedes	\$160	7 AM - 7 PM
Plus \$50/day upon entering lot	\$195	7 PM - 7 AM
Extra clean-up \$73		
City Citations	\$120	Plus \$50/day after 24 hours
Release on Scene	\$45	
Disable	\$90	Plus \$50/day upon entering lot
	\$110	7 AM - 7 PM
		7 PM - 7 AM
Old Vehicle Fee	\$57	Applied after 72 hours
Driver's Arrest	\$120	Plus \$50/day after 24 hours
Environmental/CAP \$	\$120	Plus \$50/day after 24 hours
Flareover	\$60	
Held for Investigation (HFI)	\$150	Plus \$50/day 24 hours after notice
Jump Start	\$55	
Lockout	\$55	
Merge	\$1,500/mile	Outside Richmond City Limits
Solen	\$95	Plus \$50/day 24 hours after notice
	\$100	7 AM-7 PM
		7 PM-7 AM
Storage	\$50/day	Including weekends/holidays
Tire Change	\$50	Per tire
Traffic/Parking Violation	\$120	Plus \$50/day after 24 hours
Washing	\$75	Per hour/one hour maximum
Convenience Tows	\$45	Towing of operable City vehicles
Overloaded Vehicle Fee	\$170 (10,001 - 18,000 lbs.)	Overloaded Vehicle Fee
\$55/hourly storage rate		\$250 (18,001 - 26,000 lbs.)
		\$80/hourly storage rate
Overloaded Vehicle Fee	\$170/mile (over 26,001 lbs.)	Air Hook-up - \$60
\$63/hourly storage rate		Cop Brake - \$60
Altogether fee of \$4.00/mile outside Richmond City limits applies to overloaded vehicles - \$115/hour		Remove Drive Shaft - \$80
Additional fee for out-of-area - \$65/hour		Washing for overloaded vehicles - \$115/hour



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SUPPLEMENTAL INFORMATION

Seibert's Towing excels in each of the scoring areas as outlined in the Evaluation Criteria under Part 1, section 4.0.

Project Approach

Seibert's Towing understands and accepts the terms and conditions of this RFP in its entirety, particularly regarding the storage facility/HFI requirements, auctioning of unclaimed vehicles, record keeping requirements, as well as the 30-minute response time. Seibert's Towing has successfully complied with the contract's requirements as they have changed over the course of the last 38 years.

In addition to our company owned and operated fleet, Seibert's Towing, if awarded this contract, will continue to coordinate with thirteen additional towing companies amassing a combined fleet of 81 vehicles and pieces of equipment. Our secure lot is easily accessible to the public, intersecting multiple bus lines, without having a negative impact on any neighborhood.

Qualifications and Experience

Seibert's Towing has maintained a standard of a 20-minute response time for over 30 years. Our standard operating procedure requires dispatchers to log the dispatch and arrival times using our specialized dispatching software. Our average response time for RPD calls over the past year has been under 18 minutes. This evidence proves that the City can rely on Seibert's Towing to meet the required 30-minute response time.

With over 30 years of experience, Seibert's Towing has a complete understanding of the City's service requirements and knows how to provide these services sustainably and profitably.

Cost

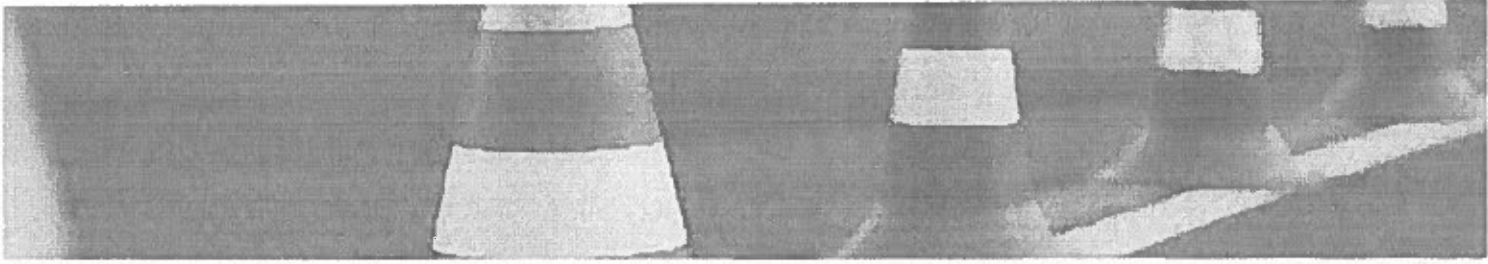
Seibert's Towing offers an improved financial arrangement for the City as compared to the present contract *without* an increase in towing fees or a reduction in services. We fully understand the needs of the City, and with this understanding are able to offer the free services outlined in the RFP in addition to raising revenue to the City by *increasing the citation reimbursement rate by 8%*.

Accessibility

Seibert's Towing values the important relationship we have developed cooperating with the contract administrators and takes great pride in ensuring that our work is done with excellence. Our management team has consistently demonstrated responsiveness to the needs of City officials in handling complicated and delicate situations. We have continually invested in upgrading our software, systems, and procedures to provide accurate and detailed information on a daily basis and provide that information to the City as requested.

MBE/ESB Commitment

For over 30 years, Seibert's Towing has demonstrated good faith efforts and a major commitment to MBE/ESB as evidenced by the significant support we provide to our existing subcontractors. *These relationships are already in place today and will continue uninterrupted should we be awarded this contract.* Our MBE participation rate is presently above 25%. No other towing contractor can provide such a consistently high level of service required by the City along with this demonstrated high level of commitment to MBE.



Seibert's Towing is a responsible member of the Richmond community

Seibert's Towing is a significant contributor to a variety of events that benefit the community of Richmond such as: sponsorship for PAL Golf Tournament, providing vehicles for prom safety awareness for each Richmond High School, Junior League/Touch-A-Truck, VCU Trauma Department training, and helping local seniors during the holidays.

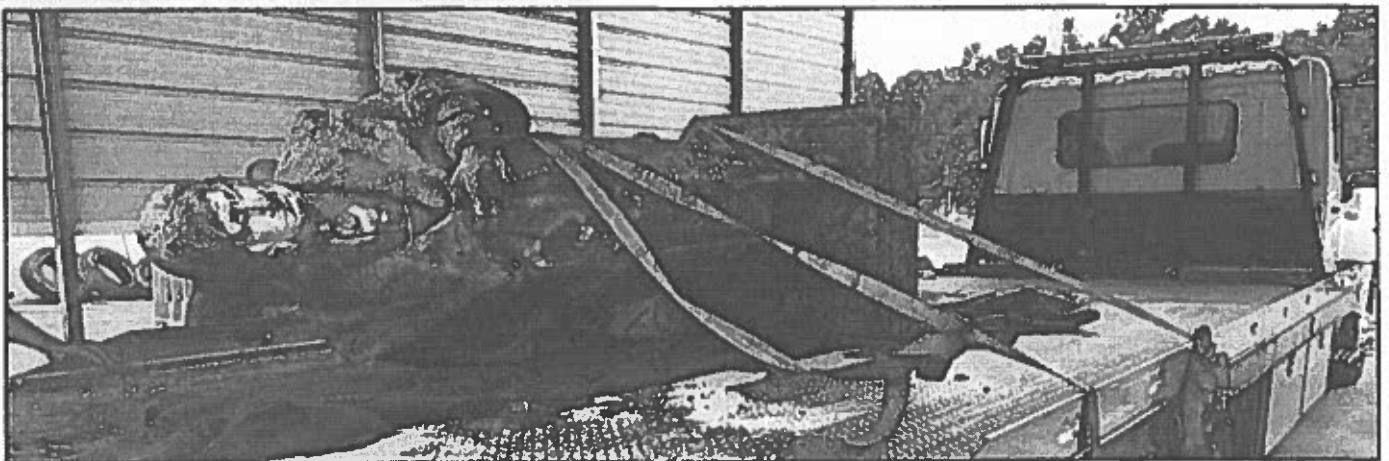


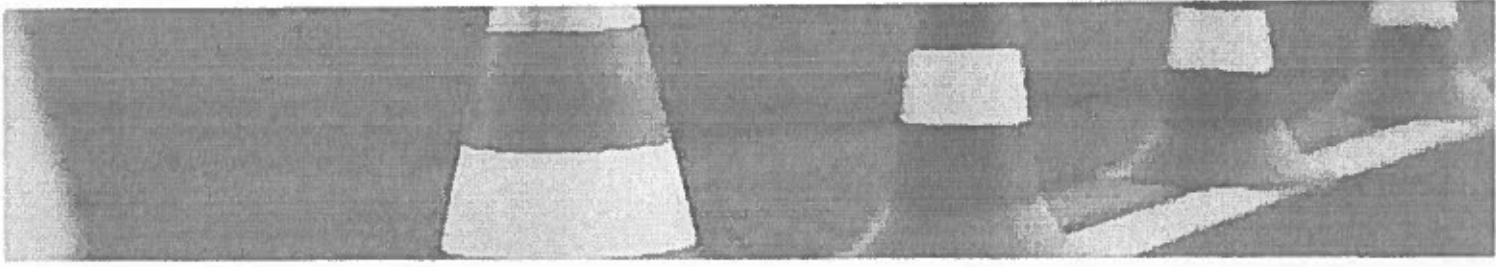
Seibert's Towing coordinates with RPD as well as the Virginia State Police and federal law enforcement agencies for the use of our facility and abandoned vehicles for training programs. We have provided this service, free of charge, for multi-jurisdictional K-9 training, police academy forensics, firearms and explosives training and numerous other training scenarios. If needed, Seibert's Towing transports these vehicles at no charge to these departments when the training occurs at a location other than our facility.



During the time of political protests in the City, Seibert's Towing partnered with RPD and the Department of Parks and Recreation to recover statues that had been toppled (including pulling Christopher Columbus from the water).

We provided secure and confidential temporary indoor storage, and inconspicuously towed them to a permanent storage location. The City was not charged for any of these services.





When called upon to do so, we assist RPD with towing motorized wheelchairs and disability scooters free of charge.

On a few occasions we have been instructed to tow a vehicle that was later discovered to contain someone's pet. Instead of allowing an animal to remain in a hot vehicle, these pets have been brought into the office of our own resident animal lover and cared for until it can be reunited with its owner.

When called upon to rescue a child who has been locked inside a vehicle, we unlock the vehicle at no charge.

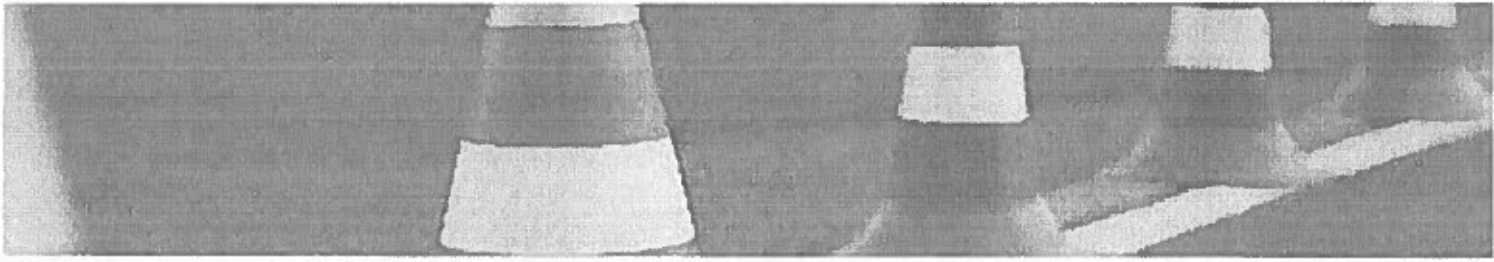
We have on multiple occasions assisted the unhoused population who happen to become our customers because of a towed vehicle. For one customer struggling with mental illness, we paid for transportation to a support facility. Weeks later we learned through a private detective that her family had been looking for her. We provided information that led to her being reunited with her family and receiving the care she needed.



Major Investment in Vehicle Storage Lot

Seibert's Towing purchased our 19 acre towing and storage facility in 2003 to better serve the City's needs. In addition to purchasing it, we were required to make a substantial investment in the facility to meet the zoning regulations. We also installed an electric security fence, camera surveillance system, and refurbished the interior of the building. Seibert's Towing made this major investment in response to facility rather than four sites in different areas of the City. The City needed this additional space to accommodate its major initiative to remove abandoned vehicles and clean up the streets of Richmond.

Seibert's Towing considers this major investment as evidence of our past good faith efforts to address the City's need for once central storage facility, even though the original contract was only for one year.



Covid 19

During the Covid 19 pandemic, we reworked our operational parameters to enable us to keep every existing employee on the payroll. We adjusted schedules and structured our facility to ensure that customers and employees were protected. Generous sick and time off policies meant that employees could stay home when sick or exposed without risk of missing a paycheck or losing employment. All state and federal guidelines were followed to protect our employees and our customers alike.

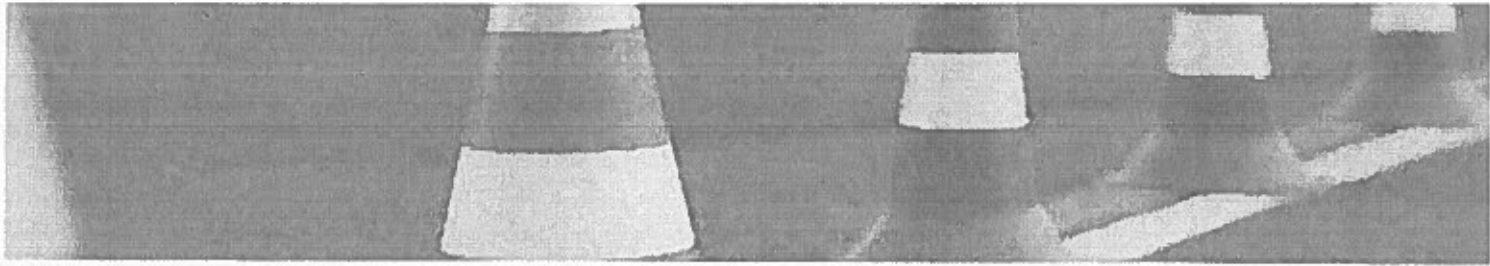
Our accommodation to the customer necessitated creating a contactless process for releasing vehicles, accepting virtual payment, emailing proof of ownership, and in many cases, going to the parking lot to service customers through their car window.

Because of the nature of our industry and our vital service to the City, closure and work from home were not an option for us. We are proud to say that we provided uninterrupted service to the City while providing the best protection for both employees and citizens.

What's Next? What's New?

At Seibert's Towing, we recognize that we cannot rely solely on our past service to the City. While we are proud of the service we have provided, we want to focus on the future and what we have planned should we be awarded this contract.

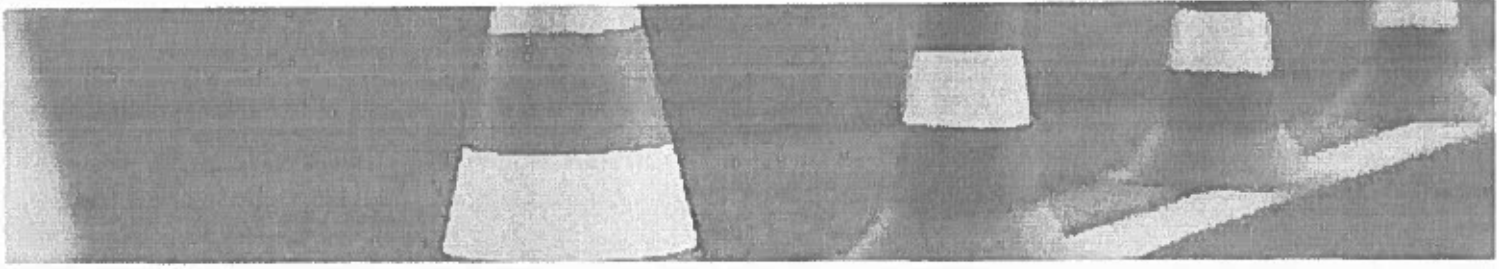
1. We continue to improve our phone systems and plan another upgrade in 2024 to ensure continuous connection to communications and RPD while also providing an improved customer service experience.
2. In early 2024, a remodel of our customer service and dispatch area is planned to upgrade the appearance of our facility.
3. A replacement of our current auction software system is already in process that will connect directly to our towing operating system, improving accuracy, efficiency, and reporting.
4. We are currently in the process of hiring additional administrative staff to further support the City and our towing customers.
5. We are currently interviewing additional subcontractors to assist with the large wrecker towing required by the City.



Exceptions to the Terms and Conditions of the RFP

1. In Part IV Special Terms and Conditions, Section 5.1 lists the Authorized Charges or Rates. In the chart there are two line items that are functionally the same. Convenience Tows and Tows to 1660 Commerce Road Facility are the same service. It is our understanding that the City intended to allow \$50.00 for this service and our Proposed Price List reflects the same.
2. Although not discussed in the RFP, we propose the allowance of a credit card fee, not to exceed 3%, for customers using credit and debit cards to pay for towing invoices. This charge is for citizen vehicles only and in no way impacts pricing for the City of Richmond.
3. We propose the allowance of a "Crash Wrap" fee for vehicles that have been towed, mostly for accidents, that require the windows to be covered or the entire vehicle to be covered. This service requires use of special crash wrap film or full vehicle wrap to protect vehicle interiors against inclement weather. Although this service is not in the existing contract, the lack of it has been problematic on occasion. A slight increase to the original towing fees could ultimately protect the vehicle owner from additional damage to the interior of their vehicle. The fee for this service would be \$25.00 to cover the cost of labor as well as the materials needed. This fee would be charged only for citizen vehicles and not City owned vehicles.





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PART II

INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Incorporation of City Policies and Procedures. This Request for Proposals is subject to the provisions of Chapter 21 of the Code of the City of Richmond, as amended, and the Policies and Procedures of the Department of Procurement Services, as amended, which are hereby expressly incorporated into this Request for Proposals by reference. Offerors may inspect copies of these documents at the City's website, www.rva.gov.

1.2 Explanations to Offerors.

1.2.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten business days prior to the closing date to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each offeror may have different needs for information, that offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

1.2.2 Form of Explanation. No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals.

1.2.3 Addenda. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by the City. The offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 No Contact Policy. Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2

("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the offeror from this procurement.

1.4 **Other Documents.** The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.

1.5 **Disqualification Due to Participation in Preparation of Solicitation.**

1.5.1 **Prohibition.** City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

1.5.2 **Definition.** For purposes of this section 1.5 ("Disqualification Due to Participation in Preparation of Solicitation"), the word "prepares" has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

- (1) Serving as a director or deputy director of the agency which has initiated the procurement;
- (2) Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;
- (3) Serving as the procurement manager for the agency which has initiated the procurement;
- (4) Serving as the procurement officer in charge of the procurement;
- (5) Assisting in the development of specifications for invitations for bids or requests for proposals;
- (6) Attending an evaluation committee meeting that is closed to the public;
- (7) Voting on or scoring a bid or proposal; or
- (8) Any other participation in the procurement process which could lead to unfair advantage.

1.5.3 **Disqualification and Waiver.** Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation.

- 1.5.4 **No Contact Policy Applicable.** If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person discussed the solicitation with a City representative other than the Contracting Officer responsible for the procurement.
- 1.5.5 **Appeal of Disqualification.** In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 1.6 ("Disqualification Due to Participation in Preparation of Solicitation") and City Code § 21-281 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.
- 2.0 **Preparation of Proposals.**
- 2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.
- 2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's ability to meet the requirements set forth in the Request for Proposals.
- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.
- 2.4 **MBE/ESB Participation.** When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.

2.4.1 **Policy.** It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.

2.4.2 **Certification.**

- A. All Minority Business Enterprise subcontractors and vendors must be registered with the City of Richmond's Office of Minority Business Development (OMBD) and certified by the Commonwealth of Virginia Department of Minority Business Enterprise or a comparable certifying entity as a Minority Business Enterprise. OMBD reserves the right to accept the certification of other certifying agencies.
- B. All Emerging Small Business subcontractors and vendors must be certified by the City of Richmond's Office of Minority Business Development (OMBD).

2.4.3 **Evaluation.**

- A. In the proposal evaluation process, up to 30 points will be given to those proposals that have documented past good faith efforts and have proposed MBE/ESB participation that relate to the established goal. All MBE/ESB forms that relate to this matter must be included in the prime contractors/vendors response. All documentation as it relates to past good faith efforts and proposed MBE participation must be submitted on the required forms in order to expedite the evaluation process. We have attached the Participation Commitment and the Current and Past Good Faith Effort forms for completion. The offeror should complete all pertinent MBE/ESB forms or risk forfeiting the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation.
- B. The City of Richmond encourages MBE/ESB participation on all City of Richmond contracts. If the City of Richmond waives the setting of goals, it is up to the prime contractor/vendor to determine whether or not they will voluntarily have MBE/ESB participation. Voluntarily committing to MBE/ESB participation allows the prime contractor/vendor to use this commitment as past good faith efforts for credit on future projects that have MBE participation with the City. When presenting MBE/ESB participation, use the forms created by the Office of Minority Business Development (OMBD) (MBE-1, MBE-2 and Good Faith Effort) in order to properly document your participation efforts.

2.5 **Faith-Based Organizations.** The City does not discriminate against faith-based organizations. By signing its proposal, the offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

2.6 **Licenses, Permits and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

2.7 **Public Inspection of Records.**

2.7.1 **In General.** All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen of the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.

2.7.2 **Inspection by Offerors.** Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

2.7.3 **Proprietary Information.** Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the offeror (i) invokes the protections of section 21-5 of the Code of the City of Richmond prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as “proprietary” or “confidential” is cause for the City to reject the proposal.

2.8 **Use of Brand Names.** Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the offeror’s pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

2.9 **Descriptive Literature.** Each offeror shall submit with its proposal descriptive literature of equipment or supplies that the offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City’s specifications, and the City will evaluate the offeror’s proposal accordingly.

2.10 **Exceptions.**

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of

the offeror's proposal or that the offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an offeror during the evaluation stage or the negotiation stage of the procurement process.

- B. The offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:
1. If the Request for Proposals is one for "information technology" as defined in Va. Code § 2.2-2006, the offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the offeror is selected for negotiations, the offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
 2. If the Request for Proposals is one for architectural or professional engineering services, the offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified offerors are ranked for negotiations. If the offeror is selected for negotiations, the offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
- C. If the offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 **Warranties and Representations of Offeror.**

3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that the offeror is in compliance with all terms and conditions of this Request for Proposals.

3.2 **Ethics in Public Contracting** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Charter of the City of Richmond, or the Code of the City of Richmond, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has not conferred

on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the offeror warrants and represents that the provisions of City Code §§ 21-274—21-285 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to offerors, contractors and subcontractors apply to this Request for Proposals and any resulting contract. The offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the offeror and the offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

- 3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents that the offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.
- 3.4 **No Debts to City.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.
- 3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.
- 3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that it is in compliance with the provisions of section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions included with this Request for Proposals and, further, that the offeror’s firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the offeror’s firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.
- 3.7 **State Corporation Commission Registration.**

- 3.7.1 **Generally.** State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City 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, to be revoked or cancelled at any time during the term of the contract.
- 3.7.2 **Form Required.** Each offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the offeror is not required to be so authorized. Each offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.
- 3.7.3 **Warranty.** By signing its proposal in response to this Request for Proposals, the offeror represents and warrants that all information the offeror submits on its completed State Corporation Commission Form is true and complete at the time the offeror submits its proposal and will remain true and complete throughout the duration of any contract between the City and the offeror that results from this Request for Proposals. The offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the offeror's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the offeror as demonstrating compliance.
- 4.0 **Submission of Proposals.**
- 4.1 **Copies.** Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the offeror's contractually binding authority. In addition, offerors shall submit additional copies of their proposals in such number and such electronic and paper formats as may be specified in the Statement of Needs.
- 4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:

Proposal for
Request for Proposals No.
Name of offeror

Address of offeror
Receipt and Closing Date:

- 4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the Cover Sheet to the Contracting Officer identified on the Cover Sheet.
- 4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:
- Firm's Name
 - Firm's Address
 - Contact Name and Telephone Number
 - Fax Number and E-mail Address
- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before the time and date set forth on the Cover Sheet to this Request for Proposals. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Contracting Officer shall not be considered a violation of this section.
- 4.6 **Multiple Proposals.** An offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.
- 4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the City may decline to consider such proposals.
- 4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned.
- 5.0 **Evaluation and Selection Process.**
- 5.1 **Opening.** At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals will then be forwarded to the using agency and evaluation panel to initiate the review and selection process. Proposals received after the date and time specified in section 4.5 ("Closing Date") are late and will be returned unopened at the offeror's expense.
- 5.2 **Evaluation.** During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Some offerors may be eliminated at this stage. Once the evaluation panel has completed this initial scoring, the evaluation panel may engage in discussions with offerors not eliminated by the initial scoring to clarify specific matters presented in those offerors' proposals.

Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. The evaluation panel will use information gained during these discussions together with information presented in the proposal to rank offerors in accordance with the evaluation criteria stated in the Request for Proposals. The evaluation panel reserves the right to visit the premises of the offeror if the evaluation panel determines that it is necessary to do so.

- 5.3 **Samples.** The offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to reject the offeror's proposal. If not destroyed and upon request at the time of submission, the City will return samples at the offeror's expense.
- 5.4 **Tests.** The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.
- 5.5 **Negotiation with Offerors.**
- 5.5.1 **In General.** The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria.
- 5.5.2 **Procedure.** Unless the Director of Procurement Services determines that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. (*See City Code § 21-67.*)
- 6.0 **Award and Execution of Contract.**
- 6.1 **Award.**
- 6.1.1 **In General.** The City will make the award to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.
- 6.1.2 **Multiple Awards.** The City reserves the right to make awards under this Request for Proposals to more than one offeror if the City determines that doing so is in the best interests of the City. If the City makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that offeror.

- 6.2 **Rejection of Proposals.** The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.
- 6.3 **Nondiscrimination in Award.** The City shall not discriminate against any offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.4 **Notice of Award.** A contract is awarded only when the Director of Procurement Services signs the contract. The Contracting Officer may provide notice of the City's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by offerors in connection with the preparation or submission of proposals and related materials or negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful offeror and the City.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contracting Officer, register in the City's online Supplier Portal, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The offeror shall furnish the City with the signed contract and the required insurance documents and must have registered in the City's online Supplier Portal within 15 calendar days after the date of the notice of award or within such further time as the City may allow. Once the City has received the signed contract and insurance documents from the successful offeror, the City's representative will then sign the contract. The signature of the City's representative on the contract constitutes the award of the contract.

END OF INSTRUCTIONS TO OFFERORS