



**CITY OF ROANOKE, VIRGINIA**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**TURN KEY ONSITE PARTS AND RELATED ITEMS OPERATION**

**RFP NUMBER 16-08-15**

**OPENING DATE: May 9, 2016**

**OPENING TIME 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at <https://vss.roanokeva.gov> or from the Purchasing Division's website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or [purchasing@roanokeva.gov](mailto:purchasing@roanokeva.gov).

**THIS PUBLIC BODY DOES NOT DISCRIMINATE  
AGAINST FAITH-BASED ORGANIZATIONS**

Date of RFP: April 8, 2016

# REQUEST FOR PROPOSAL (RFP)

RFP No. 16-08-15  
Issue Date: April 8, 2016  
Commodity Code: 89028

Title: Turn Key Onsite Parts and Related Items Operation

Issued By: **City of Roanoke**  
**Purchasing Division**  
**Noel C. Taylor Municipal Building**  
**215 Church Ave., SW, Room 202**  
**Roanoke, VA 24011-1517**  
**Phone: (540) 853-2871**  
**Fax: (540) 853-1513**  
**Email: [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov)**

Sealed proposals will be received on or before **2:00 P.M., May 9, 2016** for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

All questions must be submitted before 5:00 p.m., April 22, 2016. If necessary, an addendum will be issued and posted to the City Vendor Self Service website at <https://VSS.roanokeva.gov> and to the Current Bids/RFP Requests tab on City website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing).

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to the Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

**Legal Name and Address of Firm** (according to your registration with the SCC):REQUIRED

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature in Ink)

Name: \_\_\_\_\_  
(Please Print)

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

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_ Business License# \_\_\_\_\_

**Virginia State Corporation Commission Identification Number:** \_\_\_\_\_

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CITY OF ROANOKE, VIRGINIA  
REQUEST FOR PROPOSAL  
FOR  
TURN KEY ONSITE PARTS AND RELATED ITEMS OPERATION

RFP NO. 16-08-15

**INTRODUCTION**

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide a Turn Key On-Site Parts and Related Items Operation (Parts Operation) that will enable the City's Fleet Division to efficiently oversee the Parts Operation for all City departments. Such Parts Operation will be located at the City's Public Works Service Center (PWSC). The Successful Offeror will be required to determine, in conjunction and cooperation with the City, through the Fleet Division, the City's parts inventory requirements for all parts and/or items (which will include parts for vehicles and equipment, tools, supplies, and related items) that may be needed for the operation of any City department and make such items available as part of such Offeror's Parts Operation. The Successful Offeror will be responsible for providing staffing, inventory management, and maintenance of the part of the City's PWSC facility, located at 1802 Courtland Avenue NW, Roanoke, Virginia, which such Offeror will occupy, provide a vehicle for pick-ups and deliveries, provide an adequate supply of all parts, tools, supplies, and related items which may be needed by the City for the operation of the City's various departments. The City will request parts from the Successful Offeror on an as needed basis and pay for such parts in accordance with the provisions of any resultant contract. Successful Offeror will be responsible for maintaining sufficient inventory at the City's PWSC facility location. The City will not be maintaining its own parts inventory, therefore Successful Offeror shall be required to purchase the City's current parts inventory. As part of any resultant contract from this RFP, the City will provide the Successful Offeror with a revocable license or permit that will allow such Offeror to use a designated area within the City's PWSC facility to store, sell, and conduct such Offeror's Parts Operation, subject to the terms and conditions of any such contract. It is the intent of this RFP that if an award is made, the City will have an independent contractor from whom City departments can obtain any parts, tools and supplies, and related items needed to perform their operations. The City of Roanoke is seeking these goods and services in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871, or from the City's Vendor Self Service web site at <https://VSS.roanokeva.gov> or from the Purchasing Division's website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing).

There is a nonmandatory preproposal conference scheduled for **10:00AM** on **Tuesday, April 19, 2016** in the **Facilities Management Conference Room located in Room 108**

**at the Public Works Service Center, 1802 Courtland Ave NE, Roanoke, VA 24012.** It is recommended that Offerors attend such conference.

Offerors should have a minimum of three years' experience providing the same or similar services .

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **May 9, 2016** in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such** and five (5) **copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "**Turnkey Onsite Parts and Related Items Operation**", **RFP No. 16-08-05** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered the City in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

Inquires or information regarding procurement procedures and/or proposal submission to this RFP shall be directed to Simone Knowles, Purchasing Manager, at [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov).

This RFP consists of this Introduction, nine (9) numbered sections, and the attachments hereto.

**If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at 540-853-2871, by fax at 540-853-1513, or by email at [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov).**

Respectfully,  
Simone Knowles  
Purchasing Manager

Date: April 8, 2016

City of Roanoke, Virginia  
Request for Proposal No.16-08-05  
**Turn Key Onsite Parts and Related Items Operation**

**SECTION 1. PURPOSE.**

The purpose of this Request for Proposal (RFP) is the procurement of a complete On-Site Parts and Supply System Operation that will enable the City to have an independent contractor from whom City departments can obtain any parts and related items needed to perform their operations. A general description of the obligations of the successful Offeror is set forth in the Introduction of this RFP.

The City of Roanoke invites any qualified Offeror to respond to this RFP by submitting a proposal for Turn Key On-Site Parts and Related Items Operation consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

The initial term of any resultant contract will be for one (1) year, with the option by the City of four (4) additional one (1) year renewals.

**SECTION 2. BACKGROUND.**

The City of Roanoke's Fleet Management Division is responsible for the acquisition, repair, maintenance, and disposal of City's equipment and vehicles. The mixture of equipment and vehicles is comprised of automobiles, vans, refuse collection vehicles, pickup trucks, heavy duty trucks, off highway equipment, police vehicles, fire apparatus, street sweepers, and other equipment used in the performance of daily tasks. The main garage is located at the City's Public Works Service Center (PWSC). All City maintenance and parts technicians work in this facility. The City's current fleet parts are housed at this location and a Turnkey Parts Operation contract with Genuine Parts, Inc. (NAPA) is currently in place. All City departments may purchase equipment, tools, supplies and related items.

**SECTION 3. INSTRUCTIONS TO OFFERORS.**

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Simone Knowles, Purchasing Manager at [simone.knowles@roanokeva.gov](mailto:simone.knowles@roanokeva.gov).
- B. Until such time that an award is published, direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated

representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.

C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B)

2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 4(A) of this RFP.

(See Attachment B)

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B)

4. Experience in providing the services and/or items requested by this RFP. (See Attachment B)

5. Offerors should have a minimum of three years' experience providing the same or similar services.

6. Price.

Prospective Offerors must submit the pricing structure such Offeror proposes to utilize to charge the City for providing the required services and/or items, including all fees and costs and how they are calculated, together with all benefits and/or revenue payments they propose to make to the City.

Clearly provide the method or manner you propose to use to charge the City for parts and/or supplies requested by the City and an estimated cost of proposed services. Such information shall be provided in complete detail. References to discounts from trade price lists should include a copy of such list. Be specific on how proposed costs are calculated. Proposed costs shall include labor, administrative overhead, and direct operating cost. However, the City reserves the right to buy items from the successful Offeror without any minimum/maximum amount of items the City must purchase from such Offeror. (See Attachment B)

7. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.

8. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.

9. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.

10. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment B)

11. The conditions, if any, of the proposal. (See Attachment B)

D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP in the last five (5) years, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contract, number of years in use, and phone number. List those contracts not renewed or cancelled, if any. List all government contracts, current and expired, for this or similar type of service. (See Attachment B)

E. Also include any other materials you may want to submit as part of your proposal response.

F. Responses to this RFP must be in the prescribed format (Attachment B – Proposal Response and Checklist).

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. . A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary**

**material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

- G. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- J. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- L. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response. (See Attachment B)
- M. Offerors are advised that there may be a public advertisement and public hearing before City Council before any award of contract.

#### **SECTION 4. MISCELLANEOUS.**

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material

submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing). **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.**
- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.

- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements.  
Awarded Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by awarded Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

## **SECTION 5. PROTESTS.**

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

## **SECTION 6. SERVICES AND/OR ITEMS REQUIRED.**

The following are the services and/or items that the successful Offeror will be required to provide to the City and should be addressed in each Offeror's proposal.

**A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.**

**Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.**

The Successful Offeror shall provide the personnel to operate such Offeror's Parts Operation at the City's PWSC location. The City will allow the Successful Offeror to use a designated area within the City's PWSC facility to store, sell, and conduct such Offeror's Parts Operation, subject to the terms and conditions of any

resultant contract. The Successful Offeror shall be responsible for complete control over the Parts Operation, including all cost to maintain a sufficient inventory. The number of people needed to handle the Parts Operation and/or scheduling will be mutually agreed upon between the parties.

The Parts and Related Items Operation shall be able to provide, at a minimum, the following services and/or items:

- a.) A balanced inventory tailored to the City's needs.
- b.) A pick-up and delivery vehicle and personnel to procure non-stocked parts from suppliers on a timely basis.
- c.) Specified quality, or better, on parts sold to the City.
- d.) All warranties available from the Successful Offeror and/or the parts and items' manufacturers.
- e.) Training (both classroom and hands-on) through the Successful Offeror's manufacturer's representatives and factory training instructors. Successful Offeror shall also provide training tapes and toll-free technical service numbers.
- f.) Available factory representatives who can offer personal service and assistance as needed.
- g.) A computer system, compatible with the City's computer system, with the capabilities listed below. The computer system shall be used only by the Successful Offeror's personnel and ownership shall remain with the Successful Offeror throughout the term of any resultant contract.
  - 1. Invoicing (Monthly)
  - 2. Cataloging
  - 3. Inventory Control
  - 4. Custom Pricing
  - 5. Parts In Stock Information
  - 6. Parts on Back Order Information
  - 7. Automatic Stock Levels by Part and Parts Cost
  - 8. Ability to check stock and order from the any of the Successful Offeror's distribution centers.At a minimum, such computer system shall be capable of providing on-line access to part numbers and descriptions, quantities on hand, on order, on backorder, item cost, price, history, and usage.
- h.) All daily and monthly reports generated by Successful Offeror's computer upon request by authorized City personnel.
- i.) Current suggested manufacturer's price sheets upon request.
- j.) Personnel, including management, that are trained, knowledgeable, and service oriented.
- k.) Maintain warranty records of items sold to the City and issue any credits, including labor and parts, due to the City that are covered under such warranties. Successful Offeror shall be responsible for handling all warranty claims and issues from the City.
- l.) Provide sufficient personnel to manage the day-to-day operation of the Parts Operation. Responsibilities include the procurement of all stock and non-

stock items; shall provide weekly comprehensive reports on the parts activity, including cost and inventory in stock and currently on order; answering all phone calls; computer input; manage shop and parts inventory; replace parts as required; arrange and make pick-up of parts, and/or any additional responsibilities required to run an efficient and effective parts operation.

- m.) **Successful Offeror shall maintain sufficient inventory to be able to provide at least 85% of the requested parts and other items at the time of the request. Furthermore, an additional 5% of any requested parts and other items must be made available within one hour of such request. The remaining 10% of requested parts and items should be made available within 72 hours of the request for such parts or items.**
- n.) All parts supplied shall be only for City business. At no time will parts and items be made available for sale to City employees or anyone else for personal or any other use. Successful Offeror shall provide a system that assures such restrictive use.
- o.) Successful Offeror shall provide the City with verifiable cost schedules upon award of any contract.
- p.) Successful Offeror shall be responsible for all cost associated with providing inventory, pick-up and delivery, personnel, and administrative overhead, and all other items needed to provide the Parts Operation, except the space the City will allow such Offeror to use.
- q.) The City, through Fleet Management, reserves the right to interview and agree with the successful Offeror's personnel who will work on-site in the Parts Operation. However, Successful Offeror's Parts Operation staff shall have at least one member who is Automotive Service Excellence (ASE) certified in both heavy equipment parts and auto parts. The City does not require an ASE-certified professional to be on any Offerors' staff at the time of proposal submittal and will consider proposals from Offerors who do not currently employ such a professional; however the Successful Offeror shall provide an ASE-certified professional by the time the Parts Operation starts at the City's PWSC facility.
- r.) The Parts Operation shall be able to make changes in its hours of operation, as may be directed by the City's Fleet Manager, on behalf of the City, and as may be needed to provide service to the City during emergencies, holidays, and weather events (like snow, ice, etc.). Such Parts Operation shall also be able to provide sufficient personnel to maintain the operation and handle vacation, sick leave and other unforeseen events.
- s.) The City reserves the right to amend any resultant Contract to include any auditing procedures that the City considers prudent to protect its interests.

## **SECTION 7. EVALUATION CRITERIA.**

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The City of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract.
- E. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.
- G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely manner.
- H. The Offeror's transition plan.

## **SECTION 8. SELECTION PROCESS.**

- A. Pursuant to Section 2.2-4302.2 (A)(3) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Manager or City Manager's designee) shall select the Offeror which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals

received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.

- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

**SECTION 9. INFORMATION ON CONTRACT AND REVOCABLE LICENSE AGREEMENT AND CONTRACT TO BE AWARDED.**

The Sample Contract and Revocable License Agreement marked as Attachment A to RFP No.16-08-15 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

**END**

**ATTACHMENT A  
TO  
RFP 16-08-15**

**SAMPLE CONTRACT AND REVOCABLE LICENSE AGREEMENT**

This Contract and Revocable License Agreement # \_\_\_\_\_ is dated \_\_\_\_\_, 2016, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and \_\_\_\_\_, hereinafter referred to as the "Contractor,"

**WITNESSETH:**

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for turnkey onsite parts and related items operation (parts operation) as set forth in this Contract at the City's Public Works Service Center (PWSC) Facility located at 1802 Courtland Avenue, NW, Roanoke, Virginia, and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project;

**NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any parts for vehicles and equipment, tools, supplies, related items, and materials called for (parts or items), and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. Although the City intends to obtain most of the parts the City needs from the Contractor, the City reserves the right, in its sole discretion, to obtain any such parts and/or items from other sources. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Drawing of Licensed Area (Exhibit 3)
4. Request for Proposal No. 16-08-15, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

## **SECTION 2. CONTRACT AMOUNT.**

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of this Contract, the amount, less any discounts set forth in this Contract, of the parts and/or items that City personnel may periodically obtain and/or request and accept from the Contractor and for the Contractor's Management services in the manner as provided for in this Contract, but the total amount for all such items shall not exceed \$\_\_\_\_\_ for the initial term of the Contract without the written consent of the City. For any subsequent renewal period(s) the total amount for all such items shall not exceed the City's approved budgeted amount, including any amendments, for the corresponding City fiscal year or prorated part thereof without the prior written consent of the City. Furthermore, this Contract may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contract or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. Contractor acknowledges and agrees that there is no guarantee of any minimum of items that may be ordered by the City and that no items may be ordered.

## **SECTION 3. TERM OF CONTRACT.**

- A. The term of this Contract shall be for one (1) year, from \_\_\_\_\_, through \_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.
- B. At the City's option, the contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof. The City may exercise its option by giving written notice of such to the Contractor at least sixty (60) days before the expiration of the initial term or any subsequent renewal term.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.
- D. However, if the City terminates the Revocable License (see Sections 36 through 52 of this Contract and Revocable License Agreement), the Contractor's obligation to provide turnkey onsite parts and related items operation services and associated work shall terminate on the same date as the termination of the Revocable License is effective, unless the parties mutually agree otherwise, which may include an alternate location for the provision of inventory management and supply services and associated work.

#### **SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract as established and fixed for such commencement by written notice or request (which may be initially given verbally) to proceed given by the City representative making the request to the Contractor, and the Contractor covenants and agrees to fully provide the goods called for by this Contract established by such notice or request. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees to ensure timely delivery. The Contractor further agrees to provide the items requested by the times set forth in the Description of Goods/Scope of Work (Exhibit 2), or to use reasonable efforts to notify such City representatives that such request cannot be met, or that the items is not exactly as the City requested, and the reasons thereof.

#### **SECTION 5. PAYMENT.**

- A. The City and Contractor agree that the City will only pay the Contractor for time actually spent and materials actually provided accepted by the City. Invoices for items requested, delivered, and accepted by the City shall be submitted by the Contractor directly to the City's Fleet Division. Payment of such invoices shall be the responsibility of the City's Fleet Division.
  
- B. The City agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The City retains the right to setoff as to any amounts of money Contractor may owe the City. A written progress report may be requested by the City to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplies, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.
  
- C. The Contractor shall provide, upon the City's request, any parts and/or items as may be called for or covered by the Contract together with any other items the Contractor might be able to provide to the City.

D.

**SECTION 6. SALES TAX EXEMPTION.**

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

**SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.**

All prices include F.O.B Destination, inside delivery to the Contractor's Licensed Area unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

**SECTION 8. INSPECTION.**

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

**SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.**

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

**SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall

indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

**SECTION 11. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, to the extent on or near City's property or directly arising out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

**SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

**SECTION 13. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

**SECTION 14. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during normal business hours during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

**SECTION 15. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

**SECTION 16. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials and fails to cure such defect within 10 days of written notice from the City of the same, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

**SECTION 17. NONWAIVER.**

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

**SECTION 18. FORUM SELECTION AND CHOICE OF LAW.**

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

**SECTION 19. SEVERABILITY.**

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 20. NONDISCRIMINATION .**

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
  - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**SECTION 21. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to

employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **SECTION 22. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

## **SECTION 23. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

## **SECTION 24. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the

City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

**SECTION 25. SUCCESSORS AND ASSIGNS.**

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**SECTION 26. HEADINGS.**

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

**SECTION 27. COUNTERPART COPIES.**

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

**SECTION 28. AUTHORITY TO SIGN.**

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

**SECTION 29. NOTICES.**

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

|                |   |
|----------------|---|
| To City:       | City of Roanoke<br>Purchasing Division<br>Attn: Purchasing Manager<br>Noel C. Taylor Municipal Building, Room 202<br>215 Church Avenue, SW<br>Roanoke, Virginia 24011 |
| Telephone:     | (540) 853-2871  |
| Facsimile:     | (540) 853-1513  |
| Email Address: | <a href="mailto:purchasing.contracts@roanokeva.gov">purchasing.contracts@roanokeva.gov</a>  |

If to Contractor:  
Email Address:  
Phone:

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

**SECTION 33. PROTECTING PERSONS AND PROPERTY.**

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

**SECTION 31. CONTRACT SUBJECT TO FUNDING.**

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

**SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.**

- A. The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).
  - 1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.

2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

### **SECTION 33. ETHICS IN PUBLIC CONTRACTING.**

The provisions, requirements, and prohibitions as contained in Sections 2.2–4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

### **SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that 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 or as otherwise required by law. Contractor 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. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

### **SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.**

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also

warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part. Notwithstanding the foregoing, the information contained in Contractor reports and data compilations should be handled as proprietary, privileged and confidential. Disclosure of reports, and the information contained therein, will put Contractor at a competitive disadvantage if provided to our competitors either as a result of third party request or due to release to the general public. Contractor's reports provide information derived from a significant investment in our system and processes.

### **SECTION 36. GRANT OF LICENSE.**

The City hereby grants to Contractor a Revocable License to use only that part of the City's Public Works Service Facility located at 1802 Courtland Ave NW, Roanoke Virginia 24011, that the City has designated as the Parts Operation area in order for the Contractor to provide the City with a source to obtain parts for vehicles and equipment, tools, supplies, and related items (parts and items), for any City department, so such City departments may need to perform their work. Such area is referred to as the "Licensed Area" (See attached drawing marked as Exhibit 3, which is made part hereof and shows the Licensed Area.)

### **SECTION 37. USE OF LICENSED AREA.**

Contractor shall use the Licensed Area only for the purpose of conducting Contractor's Parts Operation Services activities and subject to the terms and provisions of this License.

### **SECTION 38. CONDITION OF LICENSED AREA.**

Contractor acknowledges that the Licensed Area is being delivered to Contractor in an **AS IS** condition and that Contractor is solely responsible for having examined and investigated such Licensed Area to be sure the Licensed Area is suitable for the purposes that Contractor intends to use the Licensed Area for, namely Contractor's Parts Operation Services. Subject to the prior written approval of the City's Purchasing Manager, in such Manager's sole discretion, Contractor shall be solely responsible for making all improvements and/or modifications necessary to use, and for maintenance of, the Licensed Area for such purposes during the entire term of this Contract.

### **SECTION 39. MAINTENANCE OF AND FAILURE TO MAINTAIN LICENSED AREA.**

Contractor shall be solely and fully responsible for properly setting up, maintaining, cleaning, operating, providing security, and otherwise being in charge of the License Area. However, should Contractor fail to properly and timely maintain, remove the Licensed Area, and/or provide any of the other items as required by this Contract and Revocable License Agreement, the City may provide for such maintenance and/or items and will be entitled to recover all of the City's reasonable costs and expenses, including attorney's fees, from Contractor and Contractor agrees to pay all such monies to the City within ten (10) consecutive calendar days after demand for such from the City.

#### **SECTION 40. UTILITIES AND TRASH COLLECTION.**

The City will provide and pay for water and electric utilities for the Licensed Area, and a land line phone, and will handle every day general trash collection for items such as paper, but not any hazardous wastes or any other items requiring special handling or disposal.

#### **SECTION 41. RETURN OF LICENSED AREA.**

- A. Contractor agrees that upon the expiration and/or termination of this License or Contract, whichever comes first, including any extensions thereof, that Contractor shall return the Licensed Area to the City in as good a condition as it was at the start of the License, ordinary wear excepted, and that all permanent improvements to the Licensed Area by the Contractor will become the property of the City upon any such expiration or termination of this License. However, Contractor shall remove, at Contractor's sole expense, any of Contractor's temporary or personal property not permanently affixed to the Licensed Area provided it will not cause any damage to the Licensed Area, and Contractor shall repair, to the satisfaction of the City's Purchasing Manager, any damages to the Licensed Area caused by any removal of such items.

#### **SECTION 42. SECURITY.**

Contractor agrees to be responsible for provision of security for the Licensed Area. This includes such measures as may be needed.

#### **SECTION 43. NO DAMAGE TO LICENSED AREA.**

Contractor agrees not to and shall not commit or permit any act of Contractor, its employees, or agents which results in any wasting or damage to the Licensed Area. Should any such waste or damage occur, the Contractor shall repair and/or replace all damaged items or areas to the satisfaction of the City, or, at the City's option, pay the City the reasonable cost of the City having such work performed.

#### **SECTION 44. RESPONSIBILITY FOR LICENSED AREA.**

Contractor agrees that Contractor shall be responsible for any and all damages to the Licensed Area and Equipment due to Contractor's use and/or for any and all other claims arising from such use and/or for Contractor's actions or omissions, including, but not limited to, any damages to vehicles, any loss of personal property, any personal injuries, and any other injuries or damages of any type.

#### **SECTION 45. RISK OF LOSS.**

Notwithstanding anything in this License to the contrary, Contractor shall bear the risk of any loss or damage to Licensed Area and/or any goods and items in the Licensed Area during the term of this License, except to the extent such loss or damage is caused by the

negligent or willful act of the City or its personnel and/or agent. Also, notwithstanding anything in this License to the contrary, the City shall not be liable for any direct, consequential, incidental, or any other damages incurred by Contractor due to any malfunction, vandalism, acts of God (including, without limitation, lightning, wind, rain, flood, hail, fire, or storms), lack of electricity, lack of air conditioning, lack of heat, or any other damages resulting from any reason whatever to the Licensed Area or arising out of or resulting from any use of the Licensed Area by the Contractor, except to the extent such loss or damage is caused by the negligent or willful act of the City or its personnel and/or agent.

#### **SECTION 46. INSURANCE.**

Contractor, and any of its contractors, agents, or representatives doing any work or providing any services on or in connection with the Licensed Area, shall obtain and insurance coverages and provide the requirements set forth hereinafter for such coverage:

- A. In addition to any other insurance required under this License or the above-mentioned Contract, the Contractor shall procure and keep in force during the term of this License insurance for the Licensed Area and Contractor as follows:
  - 1. Commercial General Liability insurance with minimum limits of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate. These limits may be achieved through the use of an umbrella policy which states by endorsement it follows the form of the primary coverage.
  - 2. Automobile liability for any auto, hired autos, owned, and non-owned autos of \$2,000,000.00 minimum limit.
  - 3. The above limit amounts may be met by an umbrella liability policy following the form of the underlying coverage in a minimum amount of \$2,000,000.00 each occurrence, \$4,000,000.00 aggregate.
  - 4. Workers' Compensation and Employer's Liability:
    - a. Workers' Compensation: If applicable, statutory coverage for Virginia, and shall contain a waiver of subrogation in favor of the City of Roanoke, its officers, agents and employees, and an endorsement from the insurer to this effect shall be received by City's Risk Manager before the start of the interim transition activities by Contractor.
    - b. Employer's Liability:
      - 1. \$100,000-Bodily injury by accident each occurrence.
      - 2. \$500,000-Bodily injury by Disease Policy Limit.
      - 3. \$100,000-Bodily Injury by Disease each employee.

5. Property coverage to protect any goods or items in the Licensed Area.
6. All such insurance shall be primary and noncontributory to any insurance and/or self-insurance additional insureds may have.

#### **SECTION 47. EVIDENCE OF INSURANCE.**

All Insurance shall meet the following requirements:

- A. Contractor shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies.
- B. The Contractor shall notify the City in writing within five (5) calendar days if any of the insurance coverages or policies are cancelled or materially altered and Contractor shall immediately replace such policies and provide such documentation to the City.
- C. The required insurance policies and coverages, excluding those for Workers' Compensation and Professional Liability, shall name the City of Roanoke, its officers, agents, volunteers and employees as additional insureds, and the certificate of insurance shall show if the policies provide such coverages.
- D. Where waiver of subrogation is required with respect to any policy of insurance required under this Contract, such waiver shall be specified on the certificate of insurance.
- E. Insurance coverage shall be on an occurrence basis unless otherwise permitted by the City's Risk Manager and be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance Company providing coverage under this License shall be authorized to do business in the Commonwealth of Virginia.

#### **SECTION 48. RIGHT OF INSPECTION BY THE CITY.**

The City shall have the right to enter the Licensed Area for the purpose of inspection at any time or times during the term of this License, provided, however, that such inspections shall not unreasonably interfere with the Contractor's use of the Licensed Area.

#### **SECTION 49. CITY'S LIMITATION OF LIABILITY.**

The City shall not be responsible for any defect or change in the condition of the License Area or for any resulting damage or injury to any person or property occurring in the Licensed Area or for any damages or loss of any of the parts or other items in the Licensed Area.

#### **SECTION 50. SIGNS.**

Contractor shall have no right to install or erect in the Licensed Area any signs, or other equipment or device, without the prior written consent of the City, which consent shall not be unreasonably withheld.

## **SECTION 51. ENVIRONMENTAL.**

- A. Contractor represents, warrants and agrees that: (a) Contractor shall permit no installation or placement of Hazardous Material in the Licensed Area in violation of Environmental Laws; (b) Contractor shall permit no release of Hazardous Material onto or from the Licensed Area; (c) Contractor shall cause the Licensed Area and its use to comply with Environmental Laws and be free and clear of any liens imposed pursuant to Environmental Laws; (d) .all licenses, permits and other governmental or regulatory actions necessary for Contractor's use of the Licensed Area to comply with Environmental Laws (the "Permits") shall be obtained and maintained by Contractor and Contractor shall assure compliance therewith; and (e) Contractor shall give City immediate verbal, and follow-up written notice if Contractor becomes aware of any damaged, leaking, or otherwise non-compliant Hazardous Material(s) on, from or affecting the Licensed Area, and any proximal unlicensed areas, and shall conduct and complete all investigations and all cleanup actions necessary to remove or otherwise remedy, in accordance with Environmental Laws, and the City's environmental policies. Within the Licensed Area, the Contractor shall provide and maintain at all times a readily available supply of spill/leak response, control and containment materials, and ensure that it's personnel occupying and assigned to the Licensed Area are fully trained and competent in their timely deployment and use. In the event of a spill, leak or other Hazardous Material release, the Contractor shall initiate all reasonable first response efforts to stop, control and/or contain the release. All wastes generated as a result of such responses are the sole property of the Contractor.
- B. Contractor represents, warrants and agrees that: (a) Contractor shall permit no installation or placement of Hazardous Material in the Licensed Area in violation of Environmental Laws; (b) Contractor shall permit no release of Hazardous Material onto or from the Licensed Area; (c) Contractor shall cause the Licensed Area and its use to comply with Environmental Laws and be free and clear of any liens imposed pursuant to Environmental Laws; (d) .all licenses, permits and other governmental or regulatory actions necessary for Contractor's use of the Licensed Area to comply with Environmental Laws (the "Permits<sup>11</sup>) shall be obtained and maintained by Contractor and Contractor shall assure compliance therewith; and (e) Contractor shall give City prompt written notice if Contractor receives any notice with regard to Hazardous Material on, from or affecting the Licensed Area and shall conduct and complete all investigations and all cleanup actions necessary to remove, in accordance with Environmental Laws, such Hazardous Material which Contractor owned, controlled, and/or had responsibility for from the Licensed Area.
- B. City shall have the right at any time during the term of this License, whether before or after default, to conduct or cause to be conducted an environmental

inspection or audit of the Licensed Area by itself or by a qualified environmental consultant or engineer selected by the City; and Contractor hereby grants to City and its employees, agents, and independent contractors (hereinafter collectively called "City and its Representatives"), the right to enter the Licensed Area upon reasonable notice for the purpose of conducting, whether before or after default, any inspection, audit or tests, making soil borings, extracting samples, installing monitoring wells, and conducting such other procedures as City and/or its Representatives deem necessary or desirable in connection with such inspection or audit. At any time during the term of this License, provided City has a reasonable basis for doing so, City may require Contractor to cause to be performed, at the expense of Contractor, for the benefit of Contractor and City, an inspection or audit of the Licensed Area by an environmental consultant or engineer approved by the City, and Contractor shall furnish to City, at no cost to City, the written inspection or audit report certifying as to the presence or absence of Hazardous Material on, at, or under the Licensed Area. All inspection reports may be submitted to governmental entities or agencies as requested or as may be required by law or regulations.

C. Contractor shall indemnify and hold harmless City, its offices, employees, and agents from and against all losses, expenses (including, without limitation, attorneys' fees) and claims of every kind suffered by or asserted against the City as a direct or indirect result of (1) the presence on or release from the Licensed Area of any Hazardous Material, (ii) the violation of Environmental Laws applicable to the Licensed Area, (iii) the requirement to conduct any remediation of Hazardous Materials from the Licensed Area, (iv) the failure by Contractor to comply fully with the terms and provisions of this section, or (v) any warranty or representation made by Contractor in this section being false or untrue in any material respect. The indemnity and hold harmless obligation of Contractor to City under this paragraph includes losses, expenses, (including, without limitation, attorneys' fees) and claims caused by the action or inaction of the Contractor, its agents, employees, invitees and others permitted by Contractor on the Licensed Area or near the Licensed Area.

D. "Hazardous Material" means polychlorinated biphenyls, petroleum, flammable explosives, radioactive materials, any products that bear warning or precautionary statements on their labels or containers, asbestos and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) Environmental Laws or listed as such by the Environmental Protection Agency. "Environmental Laws" means any current or future federal, state or local law, regulation or ruling applicable to environmental conditions on, under or about the Licensed Area including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act and the Chesapeake Bay Preservation Act. Contractor's obligations under this section shall survive the expiration or termination of this License.

**SECTION 52. RIGHTS CUMULATIVE.**

All rights, powers, and privileges conferred hereunder upon the City to enforce this License shall be cumulative, and are in addition to and not restrictive to those given by law.

**SECTION 53. ENTIRE CONTRACT.**

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**SIGNATURE PAGE ON NEXT SHEET**

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS: (LEGAL NAME OF CONTRACTOR)

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

CITY OF ROANOKE, VIRGINIA

WITNESS:

\_\_\_\_\_ By \_\_\_\_\_  
City Manager or Authorized City Representative

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Approved as to form:

\_\_\_\_\_  
City Attorney

Approved as to execution:

\_\_\_\_\_  
City Attorney

**EXHIBIT 1  
TO CONTRACT  
CONTRACT AND REVOCABLE LICENSE AGREEMENT  
BETWEEN CITY OF ROANOKE AND**

**FOR TURNKEY ONSITE PARTS AND RELATED ITEMS OPERATION**

**REFERENCE: RFP# 16-08-15**

**SAMPLE INSURANCE REQUIREMENTS SECTION**

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
  
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
  - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its

officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$2,000,000.00

\$2,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$2,000,000.00 Products/Completed Operations Aggregate Limit.

\$2,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$2,000,000.00 each occurrence limit

(2) Automobile Liability: \$2,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract .
- (7) Should any required insurance coverage be canceled or materially altered before the expiration term of the contract, it is the responsibility of the contractor to notify the City of such within thirty (30) days of the effective date of the change.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities,

but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

**END**

**EXHIBIT 2  
TO CONTRACT AND REVOCABLE LICENSE AGREEMENT  
BETWEEN CITY OF ROANOKE AND**

---

**FOR TURNKEY ONSITE PARTS AND RELATED ITEMS OPERATION**

**REFERENCE: RFP# 16-08-15**

**SCOPE OF WORK**

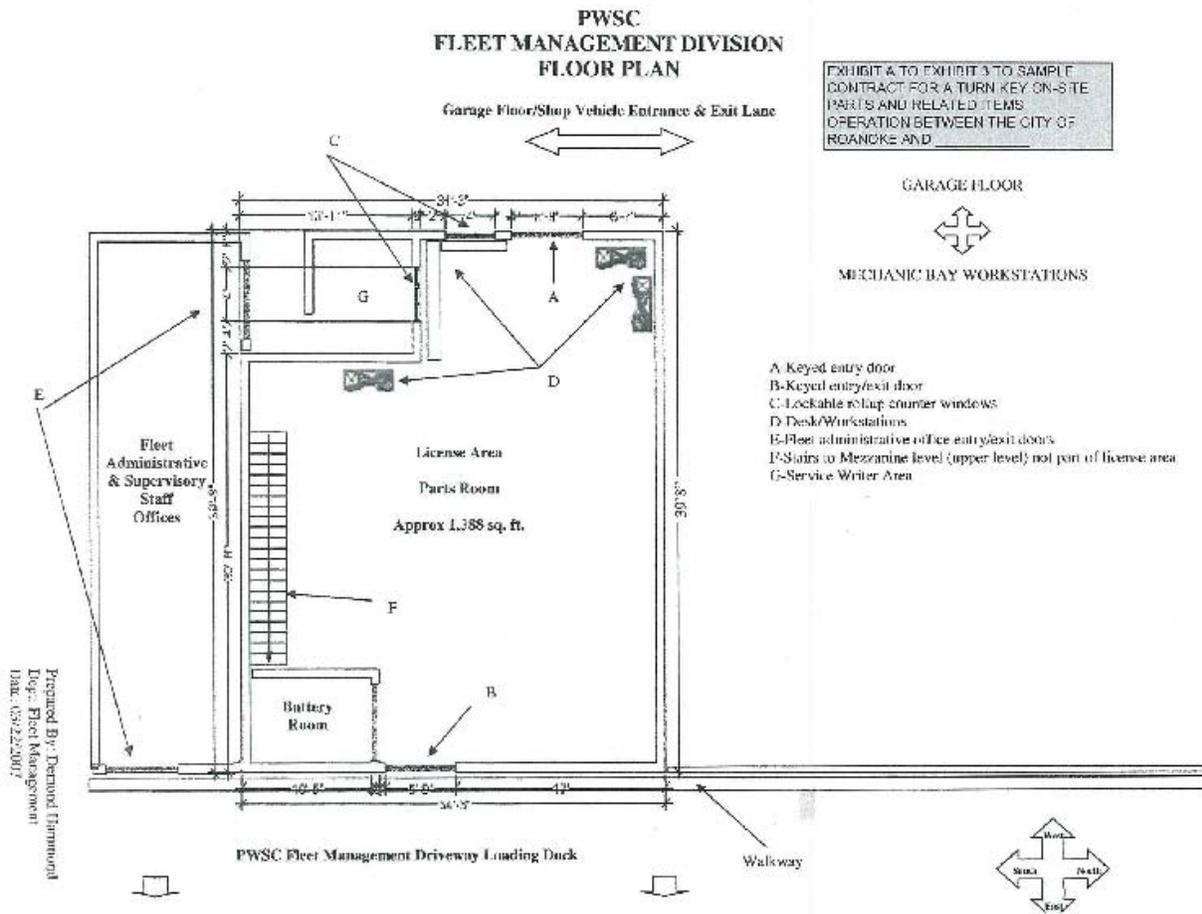
(Final Scope of Work to be Negotiated with Awarded Offeror)

**EXHIBIT 3  
TO CONTRACT AND REVOCABLE LICENSE AGREEMENT  
BETWEEN CITY OF ROANOKE AND**

**FOR TURNKEY ONSITE PARTS AND RELATED ITEMS OPERATION**

**REFERENCE: RFP# 16-08-15**

**DRAWINGS OF LICENSED AREA**



**ATTACHMENT B  
TO  
RFP 16-08-15**

**PROPOSAL RESPONSE AND CHECKLIST**

Fully complete the following pages and submit along with Page 2 (Signature Page) of the RFP and all applicable attachments.

**I. General Information**

Offeror's (Legal Business) Name: \_\_\_\_\_

Doing Business As (If Different Name): \_\_\_\_\_

Person to Contact Regarding this RFP (Name): \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

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

**Check type of organization:**

Corporation \_\_\_\_

Partnership \_\_\_\_

Sole Proprietor (Individual) \_\_\_\_

Other (describe) \_\_\_\_\_

If Sole Proprietor (individually owned), number of years in business: \_\_\_\_

Have you ever operated under another name? Yes \_\_\_\_ No \_\_\_\_

If yes -

Other name:

Number of years in business under this name:

State license number under this name:

## II. Organization of Firm

The Offeror should submit as **Attachment 1** at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.

Provide the resumes of key staff members and all employees you would suggest for staffing the Parts Operation.

## III. Financial Condition of Offeror

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP.

The Offeror shall submit as **Attachment 2**, a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions. Financial statements may be marked as "confidential" in accordance with the requirements set out in Section 3(G) of this RFP.

## IV. Experience

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business. Specifically describe experience in providing automotive and heavy equipment parts to organizations such as the City of Roanoke.

The City uses the FASTER fleet management system to track parts usage and internal billing. Attachment 3 should describe your company's experience with using this system.

## V. References

Each Offeror should provide as **Attachment 4**, the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

## **VI. Operational Approach**

Each Offeror should provide as **Attachment 5**, a narrative of your business approach to fulfilling the needs of the City of Roanoke for a turn key Parts Operation. Include a list of any specific local government entities for whom you have provided similar services as requested in this RFP. Describe in detail the implementation plan and the technical plan for accomplishing the work and the services requested. Include timelines in your response. List levels of inventory, remote locations, and response time if an item is not in stock. Operational Approach section should not exceed 25 pages.

## **VII. Implementation/Transition Plan**

Each Offeror should provide as **Attachment 6**, the following information:

1. Describe your approach to implementing this project including staffing levels and time frames.
2. Offeror shall list the shortest time frame from award to complete operation.
3. Offeror must provide a detailed description of how it would take over the operation and management of the Turn Key On-Site Parts and Related Items Operation from the current Contractor.
4. The narrative should start at contract award and proceed through the entire transition period until the new operation is established. Timeframes for any/each phase should be included.
5. The transition plan should include details on hiring, screening, and training of employees to be used by the contractor in performance of the contract.

## **VIII. Parts Inventory**

Each Offeror should provide as **Attachment 7**, their proposed process to procure the City's parts inventory, including any preferential arrangements with suppliers or manufacturers.

## **IX. Inventory Management System**

Each Offeror should provide as **Attachment 8**, their inventory management system and its operational features.

## **X. On-Demand Ratios**

Each Offeror should provide as **Attachment 9**, what type of on-demand ratios the City can expect for stock and non-stock items.

**XI. Environmental Policy**

Each Offeror should provide at **Attachment 10**, their environmental policy, spill plan, and emergency handling of any hazardous waste discharges or spills.

**XII. Conditions of Offeror’s Proposal**

Offeror shall submit as **Attachment 11**, any conditions to the Offeror’s proposal or exceptions to the sample contract (Attachment A to the RFP).

**XIII. Conflict of Interest**

\_\_\_\_\_ Offeror, owner, officer, employees, agents and immediate family members are not now, and have not been in the past year, an employee of the City of Roanoke or has no responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom.

OR

State the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 (L) of the RFP, apply to this RFP.

| Name  | Address |
|-------|---------|
| _____ | _____   |
| _____ | _____   |
| _____ | _____   |

**XIV. Convictions and Debarment**

If you answer yes to any of the following, state on **Attachment 12** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - a. ever been found guilty on charges relating to conflicts of interest?

Yes \_\_\_ No \_\_\_

- 2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_
- b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_ No \_\_\_

**XV. Compliance**

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 13**.

- 1. Has your organization:
  - a. ever been terminated on a contract for cause?  
Yes \_\_\_ No \_\_\_

**XVI. Confidential & Proprietary Information**

Identify the section and page number of any information in your proposal that has been identified as confidential, proprietary or a trade secret (see Section 4(A) of the RFP.

| Page Number | Section | Description of Confidential and/or Proprietary Information |
|-------------|---------|--|
| _____       | _____   | _____  |
| _____       | _____   | _____  |
| _____       | _____   | _____  |
| _____       | _____   | _____  |

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on CD or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be

labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

**XVII. Additional Information**

Each Offeror may submit as **Attachment 14**, any additional information or services that would be advantageous to the City. Offeror's should be specific in describing any such services. The City may enter into a Contract with the Offeror that offers the best combination of services.

**Attachments:**

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response.

- Signature Page (Pg. 2) of RFP \_\_\_\_\_
  
- Removable Media Containing  
Redacted Version of Proposal \_\_\_\_\_
  
- Attachment B (Proposal Response  
And Checklist) to RFP 15-07-02 \_\_\_\_\_
  
- 1. Organization of Firm \_\_\_\_\_
- 2. Financial Reports \_\_\_\_\_
- 3. Experience \_\_\_\_\_
- 4. References \_\_\_\_\_
- 5. Operational Approach \_\_\_\_\_
- 6. Implementation/Transition Plan \_\_\_\_\_
- 7. Parts Inventory \_\_\_\_\_
- 8. Inventory Management System \_\_\_\_\_
- 9. On-Demand Ratios \_\_\_\_\_
- 10. Environmental Policy \_\_\_\_\_
- 11. Conditions of Proposal (If Applicable) \_\_\_\_\_
- 12. Debarment Explanation (If Applicable) \_\_\_\_\_
- 13. Compliance Explanation (If Applicable) \_\_\_\_\_
- 14. Additional Information (If Applicable) \_\_\_\_\_