ROANOKE

REQUEST FOR FAX QUOTE - *THIS IS NOT AN ORDER*

Please complete and return this form with your quotation

RETURN FAX NUMBER (540) 853-6845

CITY OF ROANOKE

Department/Division/Suite: Fleet Management

Physical Address: 1802 Courtland Road

Roanoke, Virginia 24012 (ZIP)

Requisition # 160719000033

DATE: July 25, 2016	RESPOND BY: July 28, 2016
Name of Goods to be Quoted: Used Class 5 Crew Cab 4WD Dump Truck	(If your response is not received by 4:00 p.m. on July 28 20 16 , your quotation may not be considered) No. of pages including coversheet: 6
Refer Questions To: Michael Cosby E-MAIL ADDRESS: michael.cosby@roanokeva.gov TELEPHONE NUMBER (540) 853- 2108 **FAX RETURN NUMBER (540) 853-** 6845	DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE STATED BELOW **Specifications** – Attachment A **Purchase Order Terms & Conditions** – Attachment B

PUBLIC NOTICE OF AWARD: Public notice of purchase order/contract award for amounts totaling $30,000 and greater will be posted in the foyer area of the 2nd floor of the Noel C. Taylor Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

DESCRIPTION OF ITEMS	UNIT OF MEASURE	PRICE PER UNIT	ESTIMATED QUANTITY	EXTENDED BID PRICE
Used Class 5 Crew Cab 4WD Dump Truck	each		1	

DELIVERY DATE: _____ **PAGE GRAND TOTAL: $**_____

UNIT PRICE SHALL INCLUDE ALL SHIPPING, HANDLING & DELIVERY CHARGES.

THE CITY RESREVES THE RIGHT TO ADD, DELETE, AND/OR ADJUST QUANTITIES & LINE ITEMS AS DEEMED NECESSARY.

THE CITY RESERVES THE RIGHT TO CANCEL OR REJECT THIS REQUEST FOR QUOTE OR REJECT ANY OR ALL QUOTES, TO WAIVE ANY INFORMALITIES IN ANY QUOTE AND TO PURCHASE ANY WHOLE OR PART OF THE ITEMS OR SERVICES LISTED IN THE REQUEST FOR QUOTE.

THE CITY WILL REVIEW EACH RESPONSIVE QUOTE AND WILL MAKE AN AWARD THAT IS DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

VENDOR INFORMATION

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)		DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		PAYMENT TERMS **Net 30**
BILLING NAME (Company name as it appears on your invoice)		FEDERAL TAXPAYER NUMBER (If different than ID# above)		
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS		
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)		DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER		FAX NUMBER
*BUSINESS CLASSIFICATION	☐ LARGE	☐ SMALL	☐ MINORITY-OWNED	☐ WOMEN-OWNED

Vendor signature on this solicitation indicates that vendor will comply with all terms and conditions. Vendor agrees to furnish the goods at the price(s) indicated.

The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

A._____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.

B._____ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's Identification Number issued to it by the SCC is _____.

C._____ Bidder does not have an Identification Number issued to it by the SCC and such bidder is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

_____

_____

Please attach additional sheets of paper if you need more space to explain why such offeror is not required to be authorized to transact business in Virginia.

Attachment A to
REQUEST FOR QUOTE

SPECIFICATIONS

Delivery Address: Pick up at dealer location within Commonwealth of Virginia.

All items shall be delivered to the address listed above within 60 **days of issuance of a purchase order.**

Invoice Address: 1802 Courtland Road Roanoke VA 24012.

The City reserves the right to order additional vehicles at the quoted rate for a period of 60 **days after the quote due date.**

Dealer shall provide vehicle identification number and descriptive literature that verifies that vehicle being offered meets these specifications.

Dealer shall identify year, make and model of equipment being offered.

Vehicle should be model year 2011 or newer.

Vehicle mileage should not exceed 60,000 miles.

Vehicle shall have a valid Virginia state inspection sticker when picked up by City of Roanoke staff.

Vehicle shall be a crew cab model.

Vehicle shall have dual rear wheels.

Vehicle shall be equipped with four wheel drive.

Vehicle shall have an automatic transmission.

Vehicle should have an eleven foot contractor's dump body.

Vehicle shall be equipped with a tow package.

Attachment B to
REQUEST FOR QUOTE

PURCHASE ORDER TERMS AND AGREEMENT

1. **Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).
Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.
Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by the City to obtain the items identified in such document.
Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. **Invoicing.**

All invoices shall be sent to the delivery address unless otherwise noted in the specifications. If there are any payment questions, contact Accounts Payable at (540) 853-2824

3. **Termination for Default and Convenience.**

A. If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, 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 Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

B. The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.

C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. **Changes By Vendor.**

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

5. **Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

6. **Payment.**

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

7. **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.

8. **Free on Board (F.O.B.), Risk of Loss, and Title.**
All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

9. **Inspection.**
The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order. 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.

10. **Insurance.**
Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

11. **Warranty.**
Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, 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 Purchase Order.

12. **Independent Contractor.**
The relationship between Vendor and the City is a contractual relationship. Vendor 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. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

13. **Nondiscrimination.**
Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

14. **Drug-Free Workplace.**
Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

15. **Faith-Based Organizations.**
Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

16. **Assignment.**
Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.

17. **Successors and Assigns.**
The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

18. **Indemnification.**
Vendor agrees to 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 Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

19. **Governing Law and Forum Selection.**
By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

20. **Acceptance – Entire Agreement - Modification.**
Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.

END.