February 23, 2016

ADDENDUM NO. 1 TO ALL BIDDERS:

Request for Fax Quote: RFQ#16-07-19

Description: KAWASAKI ATV

Dated: February 17, 2016

For Delivery to: Purchasing Division, City of Roanoke, Virginia

Bid Due: February 25, 2016

Reference: Replacement: RFQ #16-07-19, as published on February 17, 2016, has been replaced in its entirety.

Reference: Replace: The color selection has been replaced with "green or black".

Reference: Opening Date and Time: This RFQ opening date and time are hereby changed to February 29, 2016, at 2:00p.m.

Note: A signed acknowledgment of this addendum should be received at the location indicated on the RFQ either prior to the due date and hour or attached to your response. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Monica Cole
Senior Buyer
Phone: 540-853-2871

_____
Name of Firm

_____ _____
Signature/Title Date

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

Please complete and return this form with your quotation
RETURN FAX NUMBER (540) 853-1513

CITY OF ROANOKE
Purchasing Division
215 Church Avenue, Room 202
Roanoke, Virginia 24011

DATE: February 23, 2016 **RFQ#16-07-19** **Kawasaki ATV**	RESPOND BY: **February 29, 2016** (If your response is not received by 2:00 p.m. on February 29, 2016, your quotation may not be considered) No. of pages including coversheet: 13
From: Monica Cole **Senior Buyer** E-MAIL ADDRESS: monica.cole@roanokeva.gov TELEPHONE NUMBER (540) 853-2871 **FAX RETURN NUMBER (540) 853-1513**	DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE STATED BELOW **Specifications –** Attachment A **Insurance Requirements –** Attachment B **Purchase Order Terms & Conditions –** Attachment C **Cards Payable Application** – Attachment D

PUBLIC NOTICE OF AWARD: Public notice of the purchase order/contract award 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. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.

Description (Purchase)	Estimated Quantity	Unit Cost	Unit of Measure	Extended Price
2016 Kawasaki KAF820BGF Mule Pro-FXT EPS (Please See Attachment A for Specifications)	1	**$**_____	EA	**$**_____

Delivery Date: _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

EXTENDED BID PRICES SHALL INCLUDE DELIVERY SHIPPING AND HANDLING CHARGES, AS WELL AS CHARGES ASSOCIATED WITH THE ACCEPTANCE OF PAYMENT BY CREDIT CARD. PAYMENT BY CREDIT CARD REQUIRED. PAYMENT WILL BE RENDERED UPON RECEIPT AND ACCEPTANCE OF MERCHANDISE.

BIDDER MUST HAVE THE ABILITY TO SERVICE ATV LOCALLY (WITHIN 25 MILES OF THE ROANOKE CITY COURTHOUSE AT 315 CHURCH AVENUE, SW, ROANOKE, VA 24016).

DELIVERY TO THE ROANOKE CITY SHERIFF'S DEPARTMENT, LOCATED AT 340 CAMPBELL AVENUE, ROANOKE, VIRGINIA 24016, BY MARCH 7, 2016 REQUIRED.

THE CITY RESERVES THE RIGHT TO ADD/DELETE 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.

TO:

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

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
RFQ#16-07-19
Kawasaki ATV

Specifications

The Successful Bidder shall provide a 2016 Kawasaki KAF820BGF Mule Pro-FXT EPS with the following options:

Color Selection: Green or Black

Quantity	Part Number	Description
1	KAF080-009	SNOW PLOW MOUNT
1	KW79805	WARN PLOW BASE UTV
1	KW79958	WARN PLOW PLACE UTV
1	99994-0411	WINCH MOUNT
1	KAF080-050	WARN PV 4500
1	KAF080-008	CAB HEATER
1	IX750-077	MIRROR-REAR VIEW
1	KAF080-030	BACK UP ALARM
1	99994-0455	HORN KIT
1	KAF080-025	DUAL BATTERY KIT
1	99994-0514	HD SPRING KIT
1	KAF080-043	ACC WIRE HARNESS FR
1	KAF080-014	CABIN SIDE MIRRORS
1	KAF080-041	WINDSHIELD GLASS
1	KAF080-044	ACCWIREHARNESS RR
1	KAF080-076	ACCESSORY FUSEBOX
1	26012-0107	BATTERY
1	11065-0285	CAP, BATTERY TERMINAL
2	92015-1406	NUT,8MM
1	92072-0128	BAND, BATTERY,UPP
2	92152-0794	COLLAR.10.22X12.7X158
2	92151-1788	BOLT
1	92161-0578	DAMPER
1	92161-0579	DAMPER
1	KAF080-015	SOFT CABIN TOP BLK
1	KAF080·016	SOFT CABIN DOORS BLK

Attachment B to
RFQ#16-07-19
Kawasaki ATV

INSURANCE REQUIREMENTS

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: $1,000,000.00

$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

$1,000,000.00 Products/Completed Operations Aggregate Limit.

$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

$1,000,000.00 each occurrence limit

(2) Automobile Liability: $1,000,000.00 combined single limit

(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.

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

Attachment C to
RFQ#16-07-19
Kawasaki ATV

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:

City of Roanoke
Sheriff's Department
340 Campbell Ave SW
Roanoke, VA 24016

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 with 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. <u>Assignment.</u>

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. <u>Successors and Assigns.</u>

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. <u>Indemnification.</u>

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. <u>Governing Law and Forum Selection.</u>

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. <u>Acceptance – Entire Agreement - Modification.</u>

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.

Attachment D to
RFQ#16-07-19
Kawasaki ATV

CARDS PAYABLE APPLICATION

The City of Roanoke is committed to effective and efficient use of its financial resources. To support this commitment, the City implemented an electronic Card Payables program to streamline the accounts payable process. This program will allow the use of MasterCard Virtual Card Numbers (VCNs) from a well-known banking institution, Fifth Third Bank, to make electronic payments.

A unique VCN number will be issued for each invoice transaction. The VCN will be issued by the City upon approval and delivered via secure email from the Bank to the designated individual of the applying company (applicant). Instructions will be provided on how to retrieve the assigned VCN and how to provide the required invoice detail. The VCN can be processed through a normal point of sale (POS) terminal. Upon acceptance of this payment arrangement the applicant will need to ensure the Bank's email address is allowed through its organization's security firewall.
By accepting the Bank's Card Payables VCN as a form of payment, the applicant may also take advantage of the following Purchasing Card benefits:

- ***Improved cash flow*** - receive payment in 48 – 72 hours from invoice approval
- ***Reduced credit and collection expenses*** – reduce administrative costs incurred on collections and late payments
- ***Rate Improvement –*** potential eligibility for favorable Bank discount rates

Please complete page 2 of this attachment and return it along with your bid form so we can update our vendor records. *Your acceptance of this method of payment will have no bearing on the evaluation or award of this solicitation.*

A confirmation email with additional information and instructions will be sent from accounts.payable@roanoke.gov.

The City is committed to this initiative and encourages support from its vendors. The program should prove beneficial to both of the City and vendor organizations.

Please address any questions to Rene Satterwhite at 540-853-5209 or rene.satterwhite@roanokeva.gov.

Please complete the following information and return it along with your bid form.

- I agree to accept Purchasing Cards or Card Payables VCNs as a form of payment from the City of Roanoke

  Yes ☐ No☐ (Credit Card transaction fees may apply)

- I am a current MasterCard merchant acceptor.

  Yes ☐ No☐ (Credit Card transaction fees may apply)

- I would like to be contacted to become a MasterCard acceptor or to discuss my current merchant processing arrangement:

  Yes ☐ No☐

Company Name: _____

TIN _____

Contact Name: _____

Address: _____

City, State, ZIP _____

Email Address: _____

Fax Number: _____

Phone Number: _____

Signed: _____

Title: _____

Date: _____

----------For office use only----------

Vendor # _____ Email verification sent _____ Entered/by Date

Advantage_____

Entered/by Date 5th 3rd Direct _____ Approved AP

Supervisor_____ Approved Accounting _____