



November 1, 2007

RE: Request for Proposal No. 08-10-06 for Weather Monitoring/Forecasting Services for the City of Roanoke, Virginia

To Whom It May Concern:

The City of Roanoke is currently seeking a qualified Offeror to perform weather monitoring/forecasting services. All services shall be performed on a year round basis for the City of Roanoke's Transportation Division. The Successful Offeror shall provide forecasting services, software, hardware, and consultation. The term of the resultant contract will be one year which is anticipated to start on December 10, 2007. At the City's option, the contract can be renewed for up to four (4) additional one-year terms.

Specifically, the City of Roanoke is seeking the services of a qualified Offeror to provide weather monitoring/forecasting services for the Roanoke area that meet the following criteria:

1. Successful Offeror shall provide modeled weather forecast, current observed conditions, and radar maps as close as up to the minute as possible.
2. Easy to use screens that must be web based that allows continuous access, 24 hours a day 7 days a week.
3. Multiple access methods to include satellite, cell phone, personal data assistant (PDA), and on-line connections.
4. Successful Offeror shall be able to provide road temperature forecast based on current weather conditions.
5. Demonstrated experience in governmental transportation and commercial applications.
6. Successful Offeror shall provide at least four updates per day. Updates should be sent via e-mail and during winter months from November 1, thru April 30, three daily updates shall be faxed to the Transportation Division at (540) 853-1270.
7. The City must have unlimited access to meteorologist in case there is a major unexpected weather event.
8. Severe weather alerts.
9. All screens and emails shall be clear, easy to read and user friendly.

Each Offeror shall provide all monthly fees and yearly maintenance charges with their submittal response indicating each service to be provided and the charge therefore.

Each Offeror shall provide information and/or sample on how web based site will perform.

Each Offeror shall also provide an organizational chart and three (3) references from similar contracts executed in the past (3) years. The City may also request additional information, clarification, or presentations from any of the Offerors.

Each Offeror shall provide evidence of a minimum of three (3) years experience in conducting weather monitoring/forecasting services like or substantially similar to those being sought in this RFP.

Within ten (10) business days of selection of the Successful Offeror, the Successful Offeror shall submit to the City a copy of its certificate of insurance in a form acceptable to the City.

Enclosed with the RFP is a copy of the Sample Contract, Exhibit 1 to the RFP, the Successful Offeror selected for this project will be required to sign, subject to any changes that may be authorized by mutual agreement of the parties. Please review the document carefully. The insurance requirements provided for in the Contract must be provided by the Successful Offeror before any work is performed.

**All responses to this request for proposal shall be submitted on or before 2:00 p.m. on November 26, 2007 to the address listed below:**

City of Roanoke  
Purchasing Division, Room 202  
215 Church Ave. S.W., Roanoke, VA 24011  
Ref: RFP 08-10-06 for Weather Service  
ATTN: Stanley Wells, Procurement Technician

Your Proposal, one (1) original and four (4) copies, appropriately signed by an authorized representative of your firm, must be submitted in a sealed envelope or package. The notation "Weather Monitoring/Forecasting Service", RFP # 08-10-06 and the opening time and date must be clearly marked on the front of that sealed envelope or package. Proposals received after the specified date and time will not be accepted.

The City reserves the right to reject or cancel any or all proposals, to waive any 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.

Offerors will be evaluated for selection on the basis of the those most qualified to meet the requirements of this RFP. 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.

1. 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.
2. Reasonable/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 selected Offeror.
3. The Offeror's responsiveness and compliance with the RFP requirements and conditions.

4. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
5. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFP.
6. The quality of Offeror's performance in comparable and/or similar projects.
7. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.

Proposal evaluation and award will be accomplished in accordance with this Request for Proposal and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia.

Technical inquires regarding this RFP should be directed to Don Dillard, Work Coordinator/Estimator at (540) 853-2218. Inquires for information regarding procurement procedures and/or proposal submission shall be directed to Stanley Wells, Procurement Technician at (540) 853-2873.

Sincerely,

Sharon T. Gentry  
Purchasing Manager

Enclosure

Cc: Donald Dillard, Work Coordinator/Estimator

**EXHIBIT 1**

**To**

**RFP #08-10-06**

**CITY OF ROANOKE, VIRGINIA**  
**SAMPLE CONTRACT**

This Contract is dated \_\_\_\_\_, 20\_\_\_\_, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City", and \_\_\_\_\_  
(legal name and address of contractor)

hereinafter referred to as the "Contractor, "

**WITNESSETH:**

WHEREAS, Contractor has been awarded this Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for year round Weather Monitoring/Forecasting Services, 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.

**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 Contactor 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 materials called for, construct, 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. 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 (Attachment A).
2. Description of Scope of Services (Attachment B).
3. Request for Proposal Number 08-10-06 (which is incorporated herein by reference.)

4. Contractor Rate Sheet (**Note: This will be a sheet that will be completed after selection of Successful Offeror**)

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 the Work, in the manner and at the time set out in this Contract, the Contract amount of \$\_\_\_\_\_, as provided for in this Contract and that this Contract amount 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.

**SECTION 3. TERM OF CONTRACT.**

- A. The term of this Contract will 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. At the City's option, the Contract may be extended 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 one (1) year term or any subsequent extension term.
- B. All terms and conditions shall remain in force for the term of the Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the Contract. Prices for any renewal periods will be subject to the mutual agreement of both parties, but if no agreement on the prices for such renewal period is reached between the parties and the Contract is renewed, Contractor agrees that the prices and/or amount for any such renewal period shall not be increased by more than 5% of the prices/amount for the prior year of the Contract.

**SECTION 4. PAYMENT.**

The Contractor may submit a request for payment not more than once each month. The payment requested shall be for the services completed and/or materials provided as required by this Contract and approved by the City. A

written progress report may be requested by the City to accompany each payment request and, if so, such progress report shall detail the work completed, identify any problems with the progress of the work, and the remaining work to be done. Also, sufficient documentation of all costs, expenses, materials supplied, 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 by 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.

#### **SECTION 5. 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 6. 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, on or near City's property or arising in any way 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 7. COMPLIANCE WITH LAWS AND REGULATIONS.**

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements.

**SECTION 8. 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 9. REPORTS, RECORDS, AND AUDIT.**

Contractor agrees to maintain all books, records 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 examine, copy, and/or audit any of such materials during the term of the Contract and such retention period, upon prior written notice to Contractor.

**SECTION 10. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Attachment A to this Contract and provide the proof of such insurance coverage as called for in Attachment A, 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 11. DEFAULT.**

If Contractor refuses or fails to perform any of the terms of this Contract, including poor services, work or materials, 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 12. 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 13. FORUM SELECTION AND CHOICE OF LAW.**

By virtue of entering into this Contract, Contractor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Contract 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.

**SECTION 14. 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 15 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 16. 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 17. 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 18. 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 19. 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 20. 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 21 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 22. 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 23. 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 24. 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 Transportation-Street & Traffic Attn: Work Coordinator/Estimator 1802 Courtland Rd. N.E. Roanoke, VA 24012
Facsimile:	(540) 853-1270
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building 215 Church Ave S.W. Room 202 Roanoke, Virginia 24011
Facsimile:	(540) 853-1513
If to Contractor:	_____ _____ _____
Facsimile:	_____ _____

**SECTION 25. 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. Furthermore, any damage to concrete curbs, gutters, sidewalks, or any existing facility, whether owned by the City or others that may occur during the Work shall be repaired or replaced by the Contractor, at Contractor's sole expense, as directed by and to the satisfaction of the City.

#### **SECTION 26. WARRANTY OF MATERIAL AND WORKMANSHIP.**

The Contractor warrants that, unless otherwise specified, all material and equipment used in the work under this Contract shall be new, in first class condition, and in accordance with the Contract documents. The Contractor further warrants that all workmanship shall be of the highest quality in accordance with the Contract and shall be performed by persons qualified in their respective trades. This warranty of material and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations under this Contract, or that may arise by law. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any work, material, equipment, or part of the Work that is found by the City to be defective or not in accordance with the terms of this Contract.

#### **SECTION 27. 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 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 28 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 29. COOPERATIVE PROCUREMENT.**

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. **Therefore, the Contractor agrees that it will contract with Roanoke County, City of Salem, Town of Vinton, or any other public agency or body in the Western Virginia Area within 60 miles of the City of Roanoke who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement.** The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

### **SECTION 30. ENTIRE CONTRACT.**

This Contract constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

**Remainder of page intentionally left blank.**

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

WITNESS: **(Full Legal Name of Contractor)**

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

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

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

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

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

Name/Title

(City Manager or authorized City representative)

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

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

Approved as to form:

Appropriation and Funds  
for this Contract Certified:

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

\_\_\_\_\_  
Director of Finance

Account # \_\_\_\_\_

Approved as to Execution:

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

**ATTACHMENT A**

**To**

**Contract between City and \_\_\_\_\_**

**RFP #08-10-06**

**INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this Contract until the contractor has provided proof of the required insurance under this Section, and that such insurance has been approved by the City.

1 For All Contracts, the following minimum insurance requirements apply:

a. Workers' Compensation and Employers' Liability:

The Contractor shall obtain and maintain the following limits:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 bodily injury by accident each occurrence  
\$500,000 bodily injury by disease (policy limit), \$100,000 bodily injury by  
disease each employee

b. Commercial General Liability:

\$1,000,000 general aggregate  
\$1,000,000 products/completed operations aggregate  
\$1,000,000 personal and advertising injury  
\$1,000,000 each occurrence

Coverage is to be written on an "occurrence" basis and such coverage shall include broad form extension endorsements for both liability and property damage.

c. Automobile Liability:

Limits for vehicles owned, non-owned or hired or borrowed shall not be less than:

\$1,000,000 Limit per occurrence

2 Proof of Insurance Coverage: The policies of insurance required shall be purchased from a reputable insurer licensed to do business in Virginia and

maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:

- A. The Contractor shall furnish the City with the required Certificates of insurance showing the insurer, type of Insurance, policy number, policy term, and the limits for liability coverages.
- B. The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation coverage. With respect to Workers' Compensation coverage, insurance shall contain a waiver of subrogation in favor of the City.

**Remainder of page intentionally left blank.**

**ATTACHMENT B**

**To**

**Contract between City and \_\_\_\_\_**

**RFP #08-10-06**

**SCOPE OF SERVICES**

Contractor hereby agrees to provide to the City in a good and workmanlike manner the following services, items, and information.

1. Successful Offeror shall provide modeled weather forecast, current observed conditions, and radar maps as close as up to the minute as possible.
2. Easy to use screens that must be web based that allows continuous access, 24 hours a day 7 days a week.
3. Multiple access methods to include satellite, cell phone, personal data assistant (PDA), and on-line connections.
4. Successful Offeror shall be able to provide road temperature forecast based on current weather conditions.
5. Demonstrated experience in governmental transportation and commercial applications.
6. Successful Offeror shall provide at least four updates per day. Updates should be sent via e-mail and during winter months from November 1, thru April 30, three daily updates shall be faxed to the Transportation Division at (540) 853-1270.
7. The City must have unlimited access to meteorologist in case there is a major unexpected weather event.
8. Severe weather alerts.
9. All screens and emails shall be clear, easy to read and user friendly.

**END**