City of Roanoke
Invitation to Bid

Date: February 10, 2016

Bid Number: **ITB# 16-05-04A** **Freightliner Asphalt Patch Truck with Mounted H.D. Industries Pro-Patch TCM 425-80-DHE Asphalt Patcher or Approved Equivalent**	Bid Opening Date: **March 2, 2016** Bid Opening Time: **2:00 p.m.**

Bidders may submit, for pre-approval, any equivalent product which meets or exceeds the specifications set forth in Section 3. **The last day and time for acceptance of equivalent product specifications is February 18, 2016 at 2:00PM. An addendum listing approved equivalent equipment for which bids will be accepted, or specifying no equivalent will be accepted, will be posted on the City of Roanoke's Vendor Self Service System and the Purchasing Division's web page on February 22, 2016.** Proposed equivalent specifications should be sent to Simone Knowles, Purchasing Manager, by email at simone.knowles@roanokeva.gov.

Legal Name of Bidder (SCC Registration):

Mailing Address:

Terms: **Net 30**

Delivery: Delivery of completed unit to1802 Courtland Road, NE, Roanoke, Virginia, 24012 should be within 150 days of Purchase Order.

Phone: Fax: E-mail:

Acknowledge each addendum received:	# Date	# Date	# Date	# Date

Printed name of authorized person submitting Bid:

Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011	Simone Knowles Purchasing Manager Phone: 540-853-2871 Fax: 540-853-1513 Email: simone.knowles@roanokeva.gov

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.

The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.

This Invitation to Bid consists of these parts:

1. All Sections of the Invitation to Bid.
2. Bid Form (Attachment A).
3. Insurance Requirements (Attachment B)
4. Terms and Conditions (Attachment C)
5. Cards Payable Application (Attachment D)

CITY OF ROANOKE, VIRGINIA
INVITATION TO BID NO. 16-05-04A

SECTION 1. PURPOSE: The purpose of this Invitation to Bid (ITB) is the procurement of one (1) complete Freightliner Asphalt Patch Truck with mounted H.D. Industries Pro-Patch TCM 425-80-DHE Asphalt Patcher, **or approved equivalent**.

Bidders may submit, for pre-approval, any equivalent product which meets or exceeds the specifications set forth in Section 3. **The last day and time for acceptance of equivalent product specifications is February 18, 2016 at 2:00PM.** An addendum listing approved equivalent equipment for which bids will be accepted, or specifying no equivalent will be accepted, will be posted on the City of Roanoke's Vendor Self Service System, https://VSS.roanokeva.gov and the Purchasing Division's web page, https://www.roanokeva.gov/purchasing on February 22, 2016.

The City of Roanoke invites any qualified Bidder to respond to this ITB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth.

SECTION 2. BACKGROUND: **NOT USED.**

SECTION 3. ITEMS REQUIRED: A description and listing of the services and items that the Successful Bidder will be required to provide to the City under this ITB are those that are set forth below and referred to in any way in any terms and conditions, and any attachments referred to in this ITB. Each Bidder should carefully read and review all such documents.

Bidder shall provide the dealer specifications for the equipment being bid and shall enter response on right clearly indicating where proposed product does NOT meet City Specifications. "Check Marks", "Yes", or "Comply" will NOT be accepted.

One (1) complete Freightliner Asphalt Patch Truck with mounted H.D. Industries Pro-Patch TCM 425-80-DHE Asphalt Patcher, or approved equivalent, with the following specifications:

City Specifications:	**Dealer Specifications:**
Truck Cab and Chassis	
Make: 2015 or Current Model Freightliner	_____
Model: M2 Conventional Chassis	_____
Front axle load should be 12,000 pounds.	_____
Rear axle load should be 23,000 pounds.	_____
Gross vehicle weight capacity should be 35,000 pounds.	_____
Body/payload center of gravity height above frame should be 32 inches.	_____
Engine should be a Cummins ISB 6.7-240 with 240 HP at 2,300 RPMs, 2,600 gov, and 560 lb/ft of torque at 1,600 RPMs.	_____

City Specifications:	**Dealer Specifications:**
Should have two (2) remote Power Take Off (PTO) speeds set at 900 and 1,100 RPM.	_____
PTO minimum RPM should be 700.	_____
CARB Emission certification should be provided.	_____
Should have a 12 volt 160 amp alternator.	_____
Should have two (2) 12 volt maintenance free 2,250 CCA threaded stud batteries.	_____
Should have 18.7 CFM air compressor with internal safety valve.	_____
Should have 750 watt/115 volt block heater.	_____
Diesel exhaust fluid tank should be sized for diesel fuel tank capacity.	_____
Should have Allison 3,500 RDS automatic transmission with PTO provision.	_____
Should have 12,000 pound drop single axle.	_____
Should have Meritor 15x4 Q+ cam front brakes.	_____
Should have Meritor automatic front slack adjusters.	_____
Should have TRW THP-60 power steering.	_____
Should have 12,000 pound dual taperleaf front suspension and shock absorbers.	_____
Should have rear axle suitable for mountainous terrain.	_____
Should have Meritor 16.5x7 Q+ cast spider cam rear brakes with double anchor fabricated shoes.	_____
Should have Meritor automatic rear slack adjusters.	_____
Should have 23,000 pound 52 inch variable rate multileaf spring rear suspension with rear leaf spring helper.	_____
Should have WABCO 4S/4M ABS without traction control.	_____
Should have BW AD-9 brake line air dryer with heater.	_____
Should have 204 inch wheelbase.	_____
Should have 90 inch rear frame overhang.	_____
Should have frame mounted front tow hooks.	_____

City Specifications:	**Dealer Specifications:**
Should have fuel filter/water separator with primer pump.	_____
Should have Conmet preset plus iron front and rear hubs.	_____
Should have five (5) amber marker lights.	_____
Air conditioning and heating/defrost system should be provided.	_____
Should have integral stop/tail/backup lights.	_____
Should have dual West Coast heated mirrors with convex mirrors installed on each.	_____
Should have driver and passenger seat belts.	_____
Exterior paint shall be white.	_____
Basic Vehicle warranty of 2 year/unlimited mileage shall be included.	_____
Drivetrain Warranty of 2 years/unlimited mileage shall be provided.	_____
Parts Manuals and service manuals shall be provided with cab and chassis. Digital or electronic manuals are acceptable.	_____
Asphalt Patcher Body	**Asphalt Patcher Body**
Make: H.D. Industries Pro-Patch	_____
Model: TCM 425-80-DHE	_____
Body dimensions should be 112 inch L x 50 inch H x 78 inch W.	_____
Body should have extra-large stop, turn and emergency flashers with dual element integral lighting.	_____
Body should have a lockable tool storage compartment that measures 83 inch L x 18 inch D x 10 inch H.	_____
Asphalt aggregate hopper and road oil tank should be fully insulated and should have 2 inch industrial, high temperature 12R factor insulation encased in a double steel jacket.	_____
Two (2) hydraulically operated bi-fold steel top doors that come with hex brake for rigidity should be provided.	_____
Doors should be insulated with 2 inches of high temperature insulation in a double steel jacket.	_____

City Specifications:	Dealer Specifications:
Each door should have a 1 ½ inch bore with a 13 inch stroke hydraulic cylinder with bypass and flow control valves.	_____
Controls for door should be at rear of the unit.	_____
Hopper capacity should be 4.25 cubic yards.	_____
Body should have a dry radiant heat chamber that is heated by two (2) 150,000 BTU retort tube propane burners with vertical exhaust stacks.	_____
Burners should be thermostat controlled and regulated at 10 PSI.	_____
Ignition system should be 12 volt Direct Current (DC) with electronic ignitor.	_____
Gas burner should have a safety shut off on loss of flame or excessive temperature and an automatic safety shut off.	_____
Burner should have two stages: ignite on 5 oz. pressure, and operate on high burn, regulated by the same thermostat as the electric heater.	_____
Thermostats should be 0/300 degrees F solid slate.	_____
All electronic controls should be solid state shock resistant.	_____
Thermostat for tack oil tank should be 50/200 degrees F.	_____
Thermostat for asphalt aggregate hopper should be 0/300 degrees F.	_____
All thermostats should have built in high limit safety shut down switches.	_____
The same thermostat should control the 12 volt Liquefied Petroleum (LP) gas fired system and the 220 volt electric heating system.	_____
Heating system should be circulating truck radiant coolant/heating system with electric backup.	_____
Asphalt aggregate hopper should be heated by a 220 volt, 62 KW NEMA explosion proof dry well electric heater that is thermostat controlled with a 25 foot cord with dual in-line fuses with MOV 220 VAC surge absorber.	_____
Electric heating system should be capable of maintaining heated material during non-working hours.	_____

City Specifications:	Dealer Specifications:
Frame mounted 50 gallon capacity LP gas bottle with quick fill connector, 10 PSI regulator, and fuel sight gauge should be provided.	_____
Unit should have two (2) 3 inch dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.	_____
Unit should have a 200,000 propane BTU hand torch with shut off valve and 10 feet of hose with hose rack.	_____
Hydraulic pump should be a gear type, variable speed at 12 GPM and have an operating pressure of 2,000 PSI at 900 RPM.	_____
Hydraulic oil reservoir should have a 30 gallon capacity with sight and temperature gauges, ventilated fill cap, 150 micron sump strainer and a 10 micron return filter.	_____
An AKG 15 tube hydraulic oil cooler with shroud should be provided. The fan cooler should operate on 12 volt DC and be thermostat controlled at 115 degrees F.	_____
All hydraulic hoses and crimped fittings should have a minimum of 9,600 PSI burst pressure.	_____
A five spool, two way, variable flow hydraulic control valve with 2,200 PSI relief valve that controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, and tool circuit should be provided.	_____
Hydraulic control valve should have an internal or external safety design that will not allow the screw conveyor or asphalt agitator to operate when the doors are open.	_____
There should be no electronic solenoids on the hydraulic control valve.	_____
Double motor screw conveyor should be 10 feet L x 6 inches in diameter progressive and have hard surfaced flights welded continuously on 2 inch schedule 80 pipe and be ball bearing mounted.	_____
Screw conveyor should be driven by two 9,200 inch/pound torque variable speed hydraulic motors with forward and reverse.	_____
Screw conveyor should have a delivery chute with 120 degrees of pivot and bearings that can be greased from ground level.	_____

City Specifications:	**Dealer Specifications:**
Asphalt agitator shaft should be built into the premix hopper and designed to break up asphalt bridging due to vibrator compaction.	_____
Asphalt agitator should have a schedule 160 shaft with 12 spikes, ball bearing mounted, and driven by a 9,200 inch/pound torque variable speed hydraulic motor with forward and reverse. All bearings should be accessible for maintenance from ground level.	_____
Throttle should be electronic and/or remote from rear of unit.	_____
Hydraulic operated rear list platform to allow for loading or unloading a compactor plate or roller should be provided. Platform should have a safety latch in the up position with compactor or roller holding brackets and controls located at the rear of the unit.	_____
Spring loaded and retractable hydraulic tool line hose reel with pressure rating of 3,000 PSI and dual 25 foot hydraulic lines should be provided.	_____
Spring loaded, auto retractable air line hose reel should be provided with 20 feet of hose.	_____
Hydraulically driven 25 CFM at 125 PSI air compressor should be provided. Air compressor should include quick couplers, 20 feet of air hose, a 5 foot air blown gun with deadman control valve, a 5 gallon air tank with cable assisted condensation drain and one (1) 150 PSI relief valve. Hydraulic and electric controls should be located at the right rear of unit.	_____
Spring loaded, auto retractable tack oil hose reel with 15 feet of hose should be provided.	_____
10 gallon drip pan for waste oil should be mounted to unit.	_____
A 30 inch 1.25 CY spoils bin should be provided.	_____
Wanco model WSBA-14 directional arrow board with 14 seal beams should be provided.	_____
Pedestal mounted Meteorlight SY2000 strobe light should be provided.	_____
18 inch work deck between the spoils bin and hopper body should be provided.	_____
Rear camera should be provided.	_____
Asphalt Patcher Body color should be gloss black.	_____

Two (2) parts, service and operator's manuals shall be provided. _____

Two (2) days of training for operators within the City of Roanoke shall be provided. Four (4) hours of training for vehicle maintenance technicians should be provided at the City of Roanoke's Public Works Service Center. _____

A full twelve (12) month warranty shall be provided that covers defects and workmanship for the entire asphalt patcher body. Warranty shall include parts and labor. _____

Unit to meet all Federal, Virginia, and OSHA requirements.

Completed unit to be delivered to:

City of Roanoke
Fleet Management
1802 Courtland Road, NE
Roanoke, Virginia 24012

COMPLETED UNIT SHALL BE DELIVERED TO THE CITY OF ROANOKE WITH A VALID VIRGINIA STATE INSPECTION.

SECTION 4. **NOT USED.**

SECTION 5. TIME OF PERFORMANCE:

The time of performance for any resultant Purchase Order is as follows: Delivery of completed unit to1802 Courtland Road, NE, Roanoke, Virginia, 24012 should be within 150 days of Purchase Order.

SECTION 6. PAYMENT FOR SERVICES: Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant Purchase Order, subject to final approval by the City.

SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS:

A. **Bidders may submit, for pre-approval, any equivalent product which meets or exceeds the specifications set forth in Section 3. The last day and time for acceptance of equivalent product specifications is February 18, 2016 at 2:00 PM.**

. **Submittals of Equivalent Specifications shall include**:

1. **Pages 1 – 8 of this Invitation to Bid.**
2. **Bidder shall provide the dealer specifications for the equipment being bid and shall enter response on right clearly indicating where proposed product does NOT meet City Specifications. "Check Marks", "Yes", or "Comply" will NOT be accepted.**
3. **Bidder shall not submit a price quote with the submittal of equivalent specifications.**

An addendum listing approved equivalent equipment for which bids will be accepted, or specifying no equivalent will be accepted, will be posted on the City of Roanoke's Vendor Self Service System, https://VSS.roanokeva.gov, and the Purchasing Division's web page, https://www.roanokeva.gov/purchasing on February 22, 2016. Proposed equivalent specifications should be sent to Simone Knowles, Purchasing Manager, by email at simone.knowles@roanokeva.gov.

B. Sealed Bids on the named product and City approved equivalents, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, at or before 2:00 p.m., local time, on March 2, 2016, at which time all Bids received will be publicly opened and read. Bids 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 Bids. The ITB and related documents may be obtained from the City's Vendor Self Services system, https://VSS.roanokeva.gov, or during normal business hours from the Purchasing Division (540) 853-2871, or from the City's web site at https://www.roanokeva.gov/purchasing. 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 sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

"**Sealed Bid Number: 16-05-04A.**
Opening Date: March 2, 2016 and Time: 2:00 p.m.".

FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.

C. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listen in a bid form or specification are intended only to impart the quality level desired, not to limit competition.

THE CITY RESERVES THE RIGHT TO BE THE SOLE JUDGE OF WHAT IS EQUAL AND ACCEPTABLE.

D. **If bids are based on APPROVED equivalent products, the bids should:**
   a. **Indicate on the bid form by checking the appropriate line for approved equivalent;**
   b. **Indicate on the bid form the alternate manufacturer's name and model name;**
   c. **Include complete descriptive literature and/or specifications.**

E. **If you download this ITB from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Bidder is solely responsible for ensuring that such Bidder has the current, complete version of the ITB documents, including any addenda, before submitting a bid. Receipt by the bidder of such addendum should be acknowledged on the Bid Form and/or addendum. 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.The City is not responsible for any ITB obtained from any source other than the City. Contact Simone Knowles, Purchasing Manager, by phone at 540-853-2871, or by email at simone.knowles@roanokeva.gov.**

F. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.

G. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this ITB.

H. Bids are to be on the Form as provided with or as otherwise specified in this ITB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.

I. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid

submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.

J. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.

K. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the ITB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.

L. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved equal, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as an equal, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.

M. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Upon completion of the Purchase Order, payment will be made only to the Successful Bidder at the address as shown on the Purchase Order. If the remittance address is other than the address on the Bid, it must be clearly noted and explained in the Bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.

N. All items, identified in this ITB, are to be quoted and provided **F.O.B. DESTINATION-INSIDE DELIVERY,** unless otherwise stated in this ITB**.** All furniture items, if any, are to be put together and set in place.

O. The City reserves the right to cancel this ITB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the ITB.

P. Each Bidder is to notify in writing the Purchasing Division if any of Bidder'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 provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this ITB, apply to this ITB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.

Q. **The attention of each Bidder is directed to VA Code Sections 54.1-1100 <u>et seq.</u> which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under**

such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.

R. **Bid Submittals shall include**:

4. **Page 1, Invitation to Bid**
5. **Pages 2-8, Specifications**
6. **Pages 15-16, The Bid Form (Extended Bid Price shall include all labor, material, shipping and handling charges, delivery costs, overhead and profit.)**

Failure to do so may result in the Bid being determined as non-responsive.

Questions or concerns may be addressed by contacting Simone Knowles, Purchasing Manager, at simone.knowles@roanokeva.gov.

S. 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 ITB.

T. 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 ITB.

U. 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, applies to this ITB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.

V. The City may request clarification from any of the Bidders after review of the Bids received.

W. The City is not liable for any costs incurred by any Bidder in connection with this ITB or any response by any Bidder to this ITB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.

X. General and/or technical questions regarding the Scope of Services and/or items required, or procurement questions under this ITB may be directed to Simone Knowles, Purchasing Manager, at simone.knowles@roanokeva.gov. **All questions must be submitted before 5:00 p.m., February 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.**

Y. Each Bidder is required to state if it has ever been debarred, fined, had a contract terminated, or found not be a responsible bidder or Offer or 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 Bidder's response.

Z. Each Bidder 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 Bidder shall include in its bid 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 Bidder 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 bid response a statement describing why the Bidder is not required to be so authorized. (See Va. Code Section 2.2-4311.2).

AA. Direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this bid, is strictly forbidden. Violation of this Instruction may result disqualification of Bidder's Bid.

SECTION 8. MISCELLANEOUS:

A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the ITB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder 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 Bid.

B. All Bidders shall be solely responsible for making sure that they have the most current and complete version of this ITB and all addenda that may have been issued for this ITB and that such Bidder has examined all such documents and data. Any interpretation, correction, or change of the ITB will be made by an addendum. Interpretations, corrections or changes of this ITB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The City of Roanoke Purchasing Division 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.

C. No Bidder 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.

D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this ITB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this ITB.

E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.

F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.

G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.

H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The successful Bidder 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.

I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER: To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

A. Total Extended Bid price as set forth on the Bid Form;
B. The specified terms and discounts, if any, of the Bid;
C. The ability, capacity and skill of the Bidder to provide the items required;
D. Whether the Bidder can provide the items promptly, or within the time specified, without delay or interference;
E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
F. The quality of performance on previous contracts or services;
G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters;
H. The equipment and facilities available to the Bidder to provide the items requested in the ITB;
I. The sufficiency of the financial resources and ability of the Bidder to provide the items requested in the ITB;
J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the ITB; and
K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the ITB.

SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Purchase Order 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 Successful Bidder, or any of its subcontractors, under any resultant Purchase Order. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverages required are those as may be referred to in the terms and conditions attached to this ITB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER: If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

SECTION 12. BID AWARD: If an award of a Purchase Order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement on the Awarded Bids Tab on the Purchasing Division web page at www.roanokeva.gov/purchasing and in the foyer area of the 2nd Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

SECTION 13. 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 14. HOLD HARMLESS AND INDEMNITY: Successful Bidder 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 Successful Bidder'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 the Purchase Order, 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. Successful Bidder 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 the Purchase Order.

SECTION 15. PROTESTS: Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this ITB 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 16. COOPERATIVE PROCUREMENT: The procurement of goods and/or services provided for in this procurement is being conducted in accordance with Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Successful Bidder, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Successful Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this procurement 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 Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 17. INFORMATION PURCHASE ORDER TO BE AWARDED: The Terms and Conditions marked as Attachment C to ITB No. 16-05-04A contains Terms and Conditions that the City plans to include in any Purchase Order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the such Attachment or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this ITB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a Purchase Order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this ITB, shall be deemed to be a part of any resultant Purchase Order that may be issued by the City to the Successful Bidder.

END.

ATTACHMENT A
TO
ITB # 16-05-04A

BID FORM

Item	Unit Price	Estimated Quantity	Unit of Measure	Extended Bid Price
Asphalt Patch Truck with Mounted H.D. Industries Pro-Patch TCM 425-80-HT Asphalt Patcher (Or Approved Equivalent)	$_____	1	EA	$_____

MAKE:_____ MODEL:_____

CITY APPROVED EQUIVALENT: ____YES ___NO

DELIVERY:_____

EXTENDED BID PRICE SHALL INCLUDE ALL LABOR, MATERIAL, SHIPPING AND HANDLING CHARGES, DELIVERY COSTS, OVERHEAD AND PROFIT.

The City reserves the right to add, delete, or adjust quantities as deemed necessary by the City.

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder ___ does have ___ does not have a Virginia Contractor's License. (Check appropriate block)
If Bidder has a Virginia Contractor's License, circle the class Bidder has and list the number.
Licensed "Class A", "Class B", or "Class C" Virginia Contractor Number _____

If Bidder has another type of Virginia License, please list the type and number:
Type of license _____ and number: _____.

Bidder is a __ resident or __ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq).

The attention of each Bidder is directed to Virginia Code Section 2.2-4311.2 which requires a bidder 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 the Identification Number issued to such bidder by the Virginia State Corporation Commission (SCC). Furthermore, any bidder 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 a statement describing why the bidder is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

Signature page required with submittal of bid

A._____ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror'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 bidder is not required to be authorized to transact business in Virginia.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a Purchase Order for such services and/or items.

_____ _____
Legal Name of Bidder Date

_____
Authorized Signature

_____
Print or Type Name and Title

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT B
TO
ITB # 16-05-04A

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.

(6) **Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.**

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
ITB # 16-05-04A

TERMS AND CONDITIONS

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
Fleet Management
1802 Courtland RD NE
Roanoke, VA 24011

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. 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.

ATTACHMENT D
TO
ITB# 16-05-04A

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 _____