



# ROANOKE COUNTY

## FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

### REQUEST FOR PROPOSALS Non-Professional Services

**RFP # 2022-031**  
**Roanoke County Police-Initiated Towing Services**

**OPENING DATE: May 17, 2022**  
**OPENING TIME: 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division, at the Roanoke County Administration Building, 5204 Bernard Drive SW, Suite 300F, Roanoke, VA 24018. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061.

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

**DATE of RFP: May 2, 2022**

## REQUEST FOR PROPOSAL

RFP No. 2022-031  
Issue Date: May 2, 2022  
Title: Police-Initiated Towing Services

Issued By: **County of Roanoke**  
**Roanoke County Administration Building**  
**Purchasing Division**  
**5204 Bernard Drive, SW, Suite 300-F**  
**Roanoke, VA 24018-0798**  
**Phone (540) 772-2061**  
**Email: HHonaker@roanokecountyva.gov**

Sealed proposals will be received on or before 2:00 P.M., May 17, 2022 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m. on May 5, 2022. If necessary, an addendum will be issued and posted to the County website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration 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 County, at the originally scheduled hour.

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

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

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

**Legal Name and Address of Firm:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

(Signature in Ink)

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

Name: \_\_\_\_\_

(Please Print)

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

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

\_\_\_\_\_

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

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

Business License# \_\_\_\_\_

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

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**Roanoke County Police-Initiated Towing Services**

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**COUNTY OF ROANOKE, VIRGINIA**  
**REQUEST FOR PROPOSAL**  
**FOR**  
**Roanoke County Police-Initiated Towing Services**  
**RFP NUMBER 2022-031**

**INTRODUCTION**

The County of Roanoke, Virginia, is seeking proposals and qualifications from Offerors to provide Roanoke County Police-Initiated Towing Services in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 772-2061. This document may be viewed and/or downloaded from the County of Roanoke Purchasing Division's Current Bid Opportunities website at <https://www.roanokecountyva.gov/bids.aspx>. If you have any problems accessing the documents, you may contact Purchasing at (540) 772-2061 or [HHonaker@roanokecountyva.gov](mailto:HHonaker@roanokecountyva.gov).

Pursuant to Resolution #082421-3 of the Roanoke County Board of Supervisors, each contractor providing police-initiated towing services pursuant to a County of Roanoke contract shall operate his or her place of business within the Roanoke Valley (within the geographical limits of Roanoke County, the City of Salem, or the City of Roanoke). Additionally, each contractor must provide a secure, illuminated (during evening hours of operation) impound lot and public accommodations at their place of business. Each contractor must also have at least five (5) years of public-safety tow experience.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on May 17, 2022 in the Purchasing Division, County of Roanoke, and 5204 Bernard Drive SW, Suite 300- F Roanoke VA 24018. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) **original, marked as such** and **four (4) copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "**Roanoke County Police-Initiated Towing Services**", **RFP No. 2022-031** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Roanoke County Administration 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 County, at the originally scheduled hour.

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

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

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9** of the County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on the County of Roanoke Purchasing Division's website under Current Bid Opportunities at <https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2061 to request a copy of the award notification.

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

Inquiries regarding this RFP should be directed to Heath Honaker, at (540) 283-8146 or via email at [HHonaker@roanokecountyva.gov](mailto:HHonaker@roanokecountyva.gov). Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Division.

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

**Each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County. Contact Purchasing by phone at (540) 772-2061, or by email at [HHonaker@roanokecountyva.gov](mailto:HHonaker@roanokecountyva.gov).**

Respectfully,

W. L. Heath Honaker  
Purchasing Division Director

Date: May 2, 2022

County of Roanoke, Virginia  
Request for Proposal No. 2022-031  
**Roanoke County Police-Initiated Towing Services**

## SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of Roanoke County Police-Initiated Towing Services in Roanoke County, consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

## SECTION 2. BACKGROUND.

Background Information for Offerors:

On February 23, 2021, the Board of Supervisors of Roanoke County (“Board of Supervisors”) established the County of Roanoke Towing Advisory Board (“Towing Advisory Board”) pursuant to Section 46.2-1217 of the Virginia Code, and appointed members thereto. The role of the Towing Advisory Board was to advise the Board of Supervisors with regard to potential provisions of the County of Roanoke’s ordinances or contracts related to police-initiated towing services.

The Towing Advisory Board conducted public meetings on March 31, 2021, April 23, 2021, May 5, 2021, May 19, 2021, June 15, 2021, June 30, 2021, July 15, 2021, July 21, 2021, and August 19, 2021, and submitted the following final recommendations to the Board of Supervisors: (a) that police-initiated towing services in the County of Roanoke be regulated by contract; (b) a certain fee schedule for police-initiated towing services in the County of Roanoke; (c) and a number of other items to be addressed pursuant to contract, including the number of contracts, term limits, certain definitions, response times, business qualifications, equipment requirements, geographical response areas, and training requirements; and (d) that there be a designated process available to the public for sharing complaints related to police-initiated towing services, and a designated process for the disposition of said complaints.

On August 24, 2021, after receiving the recommendation of the Towing Advisory Board, the Board of Supervisors adopted Resolution #082421-3. The said Resolution includes the Board of Supervisors’ intent to follow the Towing Advisory Board’s recommendation that police-initiated towing services be regulated by contract, and their desire to follow, generally, the several other recommendations of the Towing Advisory Board, also recognizing that the contract may need to be amended from time to time, and that it may be prudent to refrain from establishing all of the contract terms by legislation (resolution).

Resolution #082421-3 of the Board of Supervisors includes the following items: (a) police-initiated towing services shall be regulated in the County of Roanoke pursuant to contract, and upon such terms as determined by the County Administrator or his designee and

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RFP for Police-Initiated Towing Services  
Revised 1/2021

approved by the County Attorney as to form; (b) each contractor providing police-initiated towing services pursuant to a County of Roanoke contract shall operate his or her place of business within the Roanoke Valley (within the geographical limits of Roanoke County, the City of Salem, or the City of Roanoke), each contractor must provide a secure, illuminated (during evening hours of operation) impound lot and public accommodations at their place of business, and each contractor must also have at least five (5) years of public-safety tow experience; (c) in the formation of the contract, the County Administrator or his designee shall consider and generally follow the additional recommendations provided by the Towing Advisory Board, including those recommendations pertaining to the number of contracts, term limits, response times, business qualifications, equipment requirements, geographical response areas, and training requirements; and (d) the County Administrator or his designee shall implement a designated process by which the public may submit complaints pertaining to police-initiated towing services, and County staff may consult with members of the Towing Advisory Board in the disposition of any complaint.

At the request of the Board of Supervisors, the Towing Advisory Board reconvened on February 28, 2022 in order to provide additional input on the terms of the proposed police-initiated towing-services contract and to provide further recommendations.

### **SECTION 3. INSTRUCTIONS TO OFFERORS.**

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Heath Honaker at (540) 283-8146.
- B. Until such time that an award is published, direct contact with any County employee without the express permission of the Purchasing Manager or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.
- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the County of Roanoke, which may also be considered.
  1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the

organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment B)

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

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

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

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

Each contractor must have at least five (5) years of public-safety tow experience. "Public-safety tow experience" is defined as the participation in towing and recovery of vehicles from public highways.

5. Price.

Prospective Offerors must agree to charge citizens the following fees and costs for providing the required services. (See Attachment B)

<b>Light-duty tow</b>	
Illegally parked vehicle tow	\$200 - daytime, \$250 - evening
Unattended, abandoned, or immobile vehicle tow	\$185 - daytime, \$225 - evening
Criminal incident tow	\$250 - daytime, \$300 - evening

Vehicle crash recovery tow – Roanoke County urban area	\$285 per hour, with a 2-hour maximum – daytime  \$350 per hour, with a 2-hour maximum - evening
Vehicle crash recovery tow – Roanoke County rural area	\$285 per hour – daytime  \$350 per hour – evening
<b>Medium-duty tow</b>	
Medium-duty vehicle tow	Reasonable fee, based upon industry standards
<b>Heavy-duty tow</b>	
Heavy-duty vehicle tow	Reasonable fee, based upon industry standards
<b>Additional fees</b>	
Daily storage fee	\$60 per day
DMV processing fee	\$350
Inclement weather fee	Up to 50% increase of the base-tow
Reopen fee	\$95
Clean-up fee	\$150
Administrative service fee	\$125
Wrap and tarp fee	\$95
Additional labor fee	\$125 per hour, per laborer

6. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
9. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment B)
10. The conditions, if any, of the proposal. (See Attachment B)
11. Marketing and effectiveness of the firm.

12. Revenue Control. Prospective Offerors will explain the method of controlling and securing revenues at the locations described in this RFP.

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

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

F. Responses to this RFP must be in the prescribed format (Attachment B – Proposal Response and Checklist). Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

G. The County may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.

H. The County has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.

I. The County is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the County.

J. Only the County will make news releases pertaining to this RFP or the proposed award of a Contract.

K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Section 2.2-4311.2 of the Code of Virginia).

L. Each Offeror is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

## SECTION 4. MISCELLANEOUS.

A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must **SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary.** The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.

B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

C. **IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD**

Any interpretation, correction, or change of the RFP will be made by an addendum. The County Purchasing Division or its designee will issue Addenda that will be posted to the County website on the Current Bid Opportunities tab at <https://www.roanokecountyva.gov/bids.aspx>.

Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes.

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up via 'Notify Me' to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information

current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The County is not responsible for any RFP obtained from any source other than the County.**

Although 'Notify Me' will be the only way to receive automatic notification, all BIDS/RFP Information will continue to be posted on our website, and can be picked up at the Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. Phone # (540) 772-2061.

The County is not responsible for any RFP obtained from any source other than the County. Contact Heath Honaker by phone at 540-283-8146, or by email at [HHonaker@roanokecountyva.gov](mailto:HHonaker@roanokecountyva.gov).

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The County may make investigations to determine the ability of the Offeror to perform or supply the services as described in this RFP. The County reserves the right to reject any proposal if the Offeror fails to satisfy the County that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Section 2.2-4311 of the Virginia Code, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Section 2.2-4312 of the Virginia Code, which are incorporated herein by reference.
- H. It is the policy of the County of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Offeror shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation

compliance. The County reserves the right of approval for any subcontract work, including costs thereof.

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

## SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Virginia Code, 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 County Purchasing Manager within the required time period.

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

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

**A description and/or listing of the services and/or items that the successful Offeror will be required to provide under this RFP are those that are set forth in this RFP,**

**below, referred to in any way in the sample contract, in any terms and conditions, and/or in any attachments to this RFP.**

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

## SECTION 7. EVALUATION CRITERIA.

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

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

## SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4302.2 (A)(4) of the Virginia Code, selection of the Offeror will be as follows:

1. The County's designee, shall engage in individual discussions with two or more Offerors, if there be that many deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed projects as well as alternative concepts. These discussions may encompass nonbinding estimates of total project costs including, where appropriate, nonbinding estimates of price for services, and other matters. Methods to be utilized in arriving at a price for services may also be discussed. Properly designated proprietary information from competing Offerors shall not be disclosed to the public or competitors, except as may be required by law.
2. At the conclusion of discussions, outlined in the paragraph above, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious shall be ranked in order of preference.
3. Negotiations shall then be conducted, beginning with the Offeror ranked first.

B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the County as appropriate. The award of a contract, if made, will be made to the Offerors whose proposals best further the interest of the County. The County reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make awards to the Offerors whose proposals are deemed to be in the best interest of the County.

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

D. The County reserves the right to make multiple awards as a result of this solicitation.

## SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of services provided for in this Contract is being conducted pursuant to Section 2.2-4304 of the Virginia Code and on behalf of other public bodies in Virginia. Unless specifically prohibited by any Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. Any Awarded Offeror shall deal directly with each public agency or body seeking to obtain any services pursuant to this Contract or from this procurement and in accordance with Section 2.2-4304 of the Virginia Code. The County 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 services pursuant to this cooperative procurement provision.

## SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP # 2022-031 contains terms and conditions that the County will include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the County and the Offeror(s) during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is a successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

**END**



RFP No. 2022-031

## ATTACHMENT A: SAMPLE CONTRACT

### COUNTY OF ROANOKE, VIRGINIA SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND FOR ROANOKE COUNTY POLICE-INITIATED TOWING SERVICES

This Contract # 2022-031 is dated \_\_\_\_\_, between the County of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner," and legal name/address of contractor, hereinafter referred to as the "Contractor," Choose an item.

#### WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by the County for furnishing all equipment, materials, goods, labor, and services necessary for Roanoke County police-initiated towing 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" or "project."

#### NOW, THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE AS FOLLOWS:

#### **SECTION 1. WORK/SERVICES TO BE PROVIDED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by citizens to the Contractor for the work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the County to fully perform the services, provide any materials necessary, 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, as follows:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. Roanoke County Urbanized and Rural Areas (Exhibit 3).
4. Contractor Created Bid Form Completed by Contractor and dated \_\_\_\_\_ (Exhibit 4). **(To be provided after selection of Successful Bidder.)**
5. Invitation for Bid No. or Request for Proposal No. \_\_\_\_\_, which is incorporated herein by reference.

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

## **SECTION 2. INCLUSION ON COUNTY'S CONTRACT TOWING LIST.**

Contractor agrees to abide by the terms set forth in this Contract as a towing contractor responding to police-initiated towing requests as assigned by the Police Department or the County's 911 dispatch center. Contractor understands and agrees that other towing contractors on the County's contract towing list may be called upon to respond to police-initiated towing requests on a rotating basis. It is further understood that if an individual citizen requests their own towing or recovery operator, then such request does not constitute a police-initiated tow. Should the County's 911 dispatch center request a Contractor out of sequence, Contractor's sole remedy is to request that it be placed at the head of the County's contract towing list once it has been proven to the satisfaction of County staff that the Contractor was improperly passed over. Contractor's failure to comply with any of the terms and conditions of this Contract may result in suspension from the County's contract towing list and the termination of this Contract as provided herein.

Contractor understands and agrees that no person may have an ownership interest in both Contractor and in any other contract tower that is awarded a contract to be placed on the Roanoke County Contract Towing List; no person may have an ownership interest in more than one legal entity that is awarded a contract to be on the County's Contract Towing List.

## **SECTION 3. DEFINITIONS.**

The following terms and phrases shall have the following meanings as they relate to the terms and conditions of this Contract:

Additional labor fee: A supplemental fee set forth in Section 4 of this Contract that may be charged when Contractor can provide documentation showing the additional labor was essential to the towing and/or recovery service.

Administrative service fee: A supplemental fee set forth in Section 4 of this Contract that may be charged for the administrative costs associated for a vehicle crash recovery tow, when the vehicle involved has been stored by Contractor.

Clean-up fee: A supplemental fee set forth in Section 4 of this Contract that may be charged as a result of a vehicle crash recovery tow, for the use of up to one bag of Stay-Dry®, the removal of up to one bag of trash, and the removal of small car parts, when the use of said item is necessary to effectuate a particular tow.

Contract tower or Contractor: The individual or legal entity that has contracted with the County of Roanoke to provide police-initiated towing services from a specific business address within the Roanoke Valley (within the geographical limits of the County of Roanoke,

the City of Salem, or the City of Roanoke) and complies with all terms and conditions of this Contract.

County's contract towing list: The rotating list used by the County of Roanoke to secure the towing services of private providers as a result of a police-initiated towing need.

Criminal incident tow: The towing and removal of a vehicle that is necessary due to the criminal misconduct of the operator of the towed vehicle, or any passenger of the towed vehicle. This includes, but is not limited to, operators who are driving while intoxicated, and operators who are driving with a suspended license or with no valid license. The maximum fees for criminal incident tow services are those set forth in Section 4 of this Contract.

Daily storage fee: A supplemental fee set forth in Section 4 of this Contract that may be charged per day for the storage and safekeeping of a towed vehicle that has been stored at or in a facility owned or operated by a towing contractor. No charge shall be made for the storage and safekeeping of a towed vehicle for the first 24-hour period following the tow.

Daytime hours: 7:00 a.m. to 7:00 p.m.

DMV processing fee: A supplemental fee, set forth in Section 4 of this Contract, that may be charged after a particular vehicle has been stored at or in a facility owned or operated by a towing contractor for a period exceeding 48 consecutive hours, and when it is necessary for the towing contractor to initiate a search of DMV records to determine the owner and/or any lienholder of the towed vehicle.

Evening hours: 7:00 p.m. to 7:00 a.m.

Heavy-duty tow: The towing and removal of a Class 7 or Class 8 heavy-duty vehicle as described by the Towing and Recovery Association of America, Inc. ("TRAAC") Vehicle Identification Guide, as it may be updated from time to time.

Illegally parked vehicle tow: The towing and removal of a vehicle that is illegally parked. The maximum fees for illegally parked vehicle tow services are those set forth in Section 4 of this Contract.

Inclement weather fee: A supplemental fee set forth in Section 4 of this Contract that may be charged for a police-initiated tow service that is impacted by significant inclement weather conditions, including snow, ice, and flooding.

Light-duty tow: The towing and removal of a Class 1 or Class 2 light-duty vehicle as described by the TRAA Vehicle Identification Guide, as it may be updated from time to time.

Medium-duty tow: The towing and removal of a Class 3, Class 4, Class 5 or Class 6 medium-duty vehicle as described by the TRAA Vehicle Identification Guide, as it may be updated from time to time.

Police-initiated towing service: All requests made by representatives of the County of Roanoke Police Department and/or the County of Roanoke 911 dispatch center to tow a privately-owned vehicle.

Reopen fee: A supplemental fee set forth in Section 4 of this Contract that may be charged when an employee of Contractor must report to the place of business when the business is closed specifically to release a vehicle.

Towing Advisory Board: The board appointed by the County of Roanoke Board of Supervisors to consist of a representative from the general public, representatives of the Roanoke County Police Department, and representatives from the local towing and recovery industry as provided for by law.

Unattended, abandoned, or immobile vehicle tow: The towing and removal of a vehicle that has been left unattended, abandoned, or otherwise immobile. The maximum fees for unattended, abandoned, or immobile vehicle tow services are those set forth in Section 4 of this Contract.

Vehicle crash recovery tow: The towing and removal of a vehicle that has been involved in an event that produces damage to the vehicle. The towing and removal of a vehicle that is needed as a result of a crash and not a result of the vehicle being left unattended, abandoned, immobile or otherwise breaking down. The fees for vehicle crash recovery tow services are those set forth in Section 4 of this Contract.

Wrap and tarp fee: A supplemental fee set forth in Section 4 of this Contract that may be charged as a result of a vehicle crash recovery tow, when the use of a wrap or a tarp is necessary to effectuate a particular tow.

#### **SECTION 4. FEE SCHEDULE.**

Contractor agrees to the following fees that Contractor may charge private citizens for the following police-initiated towing services. Fees apply to each vehicle towed. Only those fees listed below may be charged by Contractor for police-initiated towing services. If the County Administrator or his or her designee determines Contractor has charged a fee not listed in the fee schedule or has charged an amount greater than an amount listed in the fee schedule, then Contractor may be subject to immediate removal from the County's contract towing list and termination of this Contract as provided herein.

<b>Light-duty tow</b>	
Illegally parked vehicle tow	\$200 - daytime, \$250 - evening
Unattended, abandoned, or immobile vehicle tow	\$185 - daytime, \$225 - evening
Criminal incident tow	\$250 - daytime, \$300 - evening

Vehicle crash recovery tow – Roanoke County urban area	\$285 per hour, with a 2-hour maximum – daytime  \$350 per hour, with a 2-hour maximum - evening
Vehicle crash recovery tow – Roanoke County rural area	\$285 per hour – daytime  \$350 per hour – evening
<b>Medium-duty tow</b>	
Medium-duty vehicle tow	Reasonable fee, based upon industry standards
<b>Heavy-duty tow</b>	
Heavy-duty vehicle tow	Reasonable fee, based upon industry standards
<b>Additional fees</b>	
Daily storage fee	\$60 per day
DMV processing fee	\$350
Inclement weather fee	Up to 50% increase of the base-tow
Reopen fee	\$95
Clean-up fee	\$150
Administrative service fee	\$125
Wrap and tarp fee	\$95
Additional labor fee	\$125 per hour, per laborer

The County of Roanoke shall not be responsible for any towing or storage fees, advertisement fees or expenses, or any other fees or expenses incurred in connection with the police-initiated towing services provided by Contractor.

Contractor shall charge individuals or entities directly, and not the County, for towing service calls consistent with the fee schedule set forth herein.

## **SECTION 5. TERM OF CONTRACT.**

A. The term of this Contract shall be for one (1) year, from \_\_\_\_\_, through \_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the County.

- B. By mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods. If either party wants to renew the Contract, that party shall give a written request to renew to the other party before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within ten (10) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within ten (10) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.
- D. The fees set forth in Section 4 of this Contract may be modified for any renewal period, so long as mutually agreed to by both parties. County staff may consider recommendations made annually by the Towing Advisory Board as to any amendments made to fees set forth in Section 4 of this Contract.

## **SECTION 6. TOWING AND RECOVERY RESPONSE TIMES.**

The Contractor shall respond promptly to a police-initiated towing service pursuant to this Contract, and shall comply with the following maximum response times to a call for service:

1. The response time for responding to a police-initiated towing request for a vehicle located within the "Roanoke County Urban Area" as identified on the Roanoke County Urbanized and Rural Areas map attached as Exhibit 3, which may be amended from time to time by the County, shall be thirty (30) minutes during daytime hours, and forty (40) minutes during evening hours, on weekends, holidays, and during periods of significant inclement weather.
2. The response time for responding to a police-initiated towing request for a vehicle located within the "Roanoke County Rural Area" as identified on the Roanoke County Urbanized and Rural Areas map attached as Exhibit 3, which may be amended from time to time by the County, shall be forty-five (45) minutes during daytime hours, and fifty-five (55) minutes during evening hours, on weekends, holidays, and during periods of significant inclement weather.

The Contractor further agrees that the police-initiated towing services shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterrupted at a rate of progress that will ensure full completion thereof in the shortest length of time.

## **SECTION 7. CHARGES AND STORAGE.**

Contractor shall provide a secure, illuminated (during evening hours of operation) impound lot and public accommodations at their place of business. Contractor's impound lot shall be maintained at Contractor's own risk and expense. Under normal circumstances, Contractor will tow vehicles to Contractor's impound lot unless instructed by the Roanoke County Police Department to tow a certain vehicle to the County's impound lot.

#### **SECTION 8. SALES TAX EXEMPTION.**

The County is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the County's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9. The County's tax-exempt status shall not inure to the benefit of Contractor. Contractor shall be liable for all applicable local, state and federal taxes that may arise or be due under this Agreement.

#### **SECTION 9. INSPECTION.**

County staff may inspect Contractor's equipment to ensure compliance with the equipment requirements of this Contract.

#### **SECTION 10. WARRANTY OF SERVICES.**

Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor warrants that all services provided by Contractor to individuals will be performed in a professional manner, good, and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor will exercise due care in the performance of all towing, recovery, and storage duties contemplated under this Contract. Contractor warrants that all of Contractor's employees will conduct themselves in a professional manner when interacting with citizens, the County's 911 dispatch center, and Roanoke County Police Department personnel. Contractor additionally warrants that neither Contractor nor Contractor's employees will interfere with an investigation of an accident scene or crime.

#### **SECTION 11. 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. Contractor further agrees that the Contractor shall indemnify and hold the County 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.

#### **SECTION 12. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the County 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 County's property or arising in any way out of or resulting from any of the work to be provided under this Contract. 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 the County, and its officers, agents, and employees from any and all demands for fees, claims, suits, actions, causes of action, settlements 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 13. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable criteria for drivers of tow trucks and towing recovery operators that may be established by the Commonwealth of Virginia, all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not, and shall not during the performance of its Contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

### **SECTION 14. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the County 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 15. REPORTS, RECORDS, AND AUDIT.**

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

Contractor's documents and/or data as the County deems appropriate to protect the County's interests.

### **SECTION 16. INSURANCE REQUIREMENTS.**

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

### **SECTION 17. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the County may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the County 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 County resulting from Contractor's default. The County further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

### **SECTION 18. NONWAIVER.**

Contractor agrees that the County's waiver or failure to enforce or require performance of any term or condition of this Contract or the County'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 County from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the County from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

### **SECTION 19. FORUM SELECTION AND CHOICE OF LAW.**

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

construed in favor of or against either party, but shall be construed according to their fair and customary meaning as if both parties jointly prepared this Contract.

## **SECTION 20. 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 21. 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, sexual orientation, gender, or any other basis prohibited by state or federal 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 22. 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 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 during the performance of the contract.

### **SECTION 23. FAITH BASED ORGANIZATIONS.**

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

### **SECTION 24. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the County, 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 25. SUCCESSORS AND ASSIGNS.**

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

### **SECTION 26. HEADINGS.**

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

### **SECTION 27. COUNTERPART COPIES.**

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

### **SECTION 28. AUTHORITY TO SIGN.**

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

## **SECTION 29. NOTICES.**

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

To County: County of Roanoke  
Office of the County Administrator  
5204 Bernard Drive  
Roanoke, Virginia 24018

Copy to:  
County of Roanoke  
Purchasing Division  
Attn: Heath Honaker  
5204 Bernard Drive, SW, Suite 300-F  
Roanoke, Virginia 24018-2020  
Email: [HHonaker@ronaokecountyva.gov](mailto:HHonaker@ronaokecountyva.gov)

If to Contractor:  
Attn: \_\_\_\_\_, President/CEO  
\_\_\_\_\_  
\_\_\_\_\_

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

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

## **SECTION 30. 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 County'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 County 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 County shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type. Furthermore, any damage to concrete curbs, gutters, sidewalks, or any existing facility, whether owned by the County 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 County.

### **SECTION 31. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY.**

The County, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time.

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the County 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 County for any damages allowed by law, and upon demand of County shall promptly pay the same to County.
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 County 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 County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and County may pursue any and all such rights and remedies against Contractor as it deems appropriate.

### **SECTION 32. 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 Contract.

### **SECTION 33. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Contractor shall comply with the provisions of Section 2.2-4311.2 of the Virginia Code, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The County may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

#### **SECTION 34. OWNERSHIP OF REPORTS AND DOCUMENTS.**

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

#### **SECTION 35. PROCESS FOR REVIEWING CITIZEN COMPLAINTS.**

Any citizen complaint filed against Contractor shall be investigated by the County Administrator or his or her designee, and the County Administrator or his or her designee may consult with members of the Towing Advisory Board in the disposition of any complaint. If the County Administrator or his or her designee concludes that Contractor has charged an unreasonably high fee for towing services, even if such fees are in not in conflict with the Fee Schedule set forth in Section 4, and Contractor declines to reduce the fee charged to an amount acceptable to the County Administrator or his or her designee, the County Administrator or his or her designee may elect to terminate this Contract.

#### **SECTION 36. BUSINESS REQUIREMENTS.**

- A. Contractor shall operate his or her place of business within the Roanoke Valley (within the geographical limits of Roanoke County, the City of Salem, or Roanoke City).
  
- B. Contractor shall provide a secure, illuminated (during evening hours of operation) impound lot and public accommodations at Contractor's place of business.

- C. Contractor shall have at least five (5) years of public-safety tow experience; in other words, Contractor shall have at least five (5) years of experience in providing towing services that include the towing of vehicles that have been involved in event(s) that produced damage to the vehicles.
- D. Towing services shall be available twenty-four (24) hours per day, seven (7) days per week to provide police-initiated towing services pursuant to this Contract.
- E. Contractor shall provide to the County a list that includes the name, date-of-birth, and current address for each of Contractor's drivers providing services under this Contract. This information must be provided to the County for any new hires within thirty (30) days of hire date.
- F. Contractor shall comply with all applicable local and State licensing requirements, including maintaining proper decals and business licenses on applicable equipment.
- G. Contractor shall comply with all laws and regulations applicable to towing and recovery operators under the laws of the Commonwealth of Virginia.

### **SECTION 37. EQUIPMENT REQUIREMENTS.**

- A. During the performance of this Contract, Contractor shall own or contractually lease the following minimum equipment for use during the work performed under this Contract:
  - i. Three (3) factory-built roll back carriers, with a minimum of 19,500 pound gross vehicle weight, and a minimum bed length of nineteen (19) feet;
  - ii. Two (2) twin line hydraulic wreckers with extendable boom and independent wheel lift, with at least an 8-ton boom rating, with a minimum of 11,000 pound gross vehicle weight, and a maximum of 33,000 pound gross vehicle weight;
  - iii. One (1) 40-ton rotator that meets the following:
    - a. A boom structural rating (by the Towing Equipment Manufacturers Association or the Society of Automotive Engineers) of 80,000 pounds;

- b. A minimum of two (2) planetary or worm drive winches with a minimum of 200 feet of 3/4-inch wire rope each;
- c. The boom shall elevate to a working-height of thirty (30) feet (at fifty (50) degrees) minimum;
- d. The truck chassis shall be a minimum of 62,000 pound gross vehicle weight;

iv. One (1) 30-ton wrecker that meets the following:

- a. A 30-ton hydraulic, extendable boom, heavy-duty wrecker;
- b. A boom structural rating (by the Towing Equipment Manufacturers Association or the Society of Automotive Engineers) of 60,000 pounds;
- c. A minimum of two (2) winches each with a minimum of 200 feet of 3/4-inch or 5/8-inch wire rope;
- d. The boom shall extend beyond the tailgate at least 120 inches;
- e. The boom shall elevate to a working-height of eighteen (18) feet (at thirty (30) degrees) minimum;
- f. The truck chassis shall be a tandem axle and a minimum of 52,000 pounds gross vehicle weight;
- g. The unit shall have an under-reach tow unit rated at 35,000 pounds (retracted) lifting capacity;

v. One (1) heavy-duty skid-steer or rubber-tracked loader with a bucket, broom, and fork attachments;

vi. One (1) support vehicle with an enclosed utility body and additional tools, equipment, and materials as required by the Virginia Department of Transportation's Towing and Recovery Incentive Pilot Program for support

vehicles or one (1) tandem axle enclosed utility trailer pulled by a tow vehicle with additional tools, equipment and materials as required by the Virginia Department of Transportation's Towing and Recovery Incentive Pilot Program for support vehicles;

- B. Upon request by the County, Contractor shall provide proof of ownership or lease of any of the above required equipment.
- C. Contractor shall install and maintain global positioning system (GPS) technology on each piece of equipment providing services under this Contract. Upon request by the County, Contractor shall provide to the County any data derived from any GPS technology which is relevant to the work performed under this Contract.
- D. Contractor shall properly register its equipment with the Virginia Department of Motor Vehicles, shall meet all motor vehicle inspection requirements established by the Commonwealth of Virginia, and shall label all equipment used for towing and recovery with the company's name and telephone number.

### **SECTION 38. TRAINING REQUIREMENTS.**

- A. Contractor's drivers shall each complete the Strategic Highway Research Program 2 (SHRP 2) training within ninety (90) days of the beginning of the term of this Contract or as soon as a SHRP 2 training course is offered if one is not offered within ninety (90) days of the beginning of the term of this Contract. Any new driver shall receive and complete the SHRP 2 training within ninety (90) days of being hired or as soon as a SHRP 2 training course is offered if one is not offered within ninety (90) days being hired.
- B. Contractor's drivers shall each complete at least one (1) of the following advanced training courses:
  - i. WreckMaster Level 2/3 Hands-On Training;
  - ii. WreckMaster Level 4/5 Hands-On Training;
  - iii. WreckMaster Level 6/7 Hands-On Training;
  - iv. WreckMaster Level 8/9 Hands-On Training;

- v. WreckMaster TRIP L1 Hands-On Training;
- vi. Wreckmaster TRIP L2 Hands-On Training;
- vii. Wes Wilburn Consulting Training;
- viii. Virginia Association of Towing & Recovery Operators Pro Training; or
- ix. Another County approved advanced training program, after County staff consult with members of the Towing Advisory Board.

C. Contractor's drivers hired after execution of this Contract shall each complete at least one (1) of the following online training courses:

- i. Wreckmaster Towing Recovery Operator Certification Program;
- ii. Towing and Recovery Association of America Inc. National Driver Certification Program; or
- iii. Another County approved online training program, after County staff consult with members of the Towing Advisory Board.

D. Contractor's drivers shall complete at least eight (8) hours of relevant continuing education courses every twelve months.

E. Contractor shall maintain records of all training courses completed by drivers performing work under this Contract and shall provide training records to the County upon request.

## **SECTION 39. ABILITY TO SUBCONTRACT.**

Contractor may use another contractor on the County's contract towing list to perform the Contractor's obligations under this Contract; provided, that a Contractor's use of a subcontractor shall not release the Contractor from any duty or liability to fulfill the Contractor's obligations under this Agreement. Contractor shall act as the prime contractor for the towing services to be provided under this Contract and shall be the sole point of contact with regard to all obligations to the County and to the citizens under this Contract.

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Contractor shall be solely responsible for all work performed and equipment provided by subcontractor. Contractor shall be responsible for the liability of subcontractors for the types and limits required of the Contractor under this Contract.

#### **SECTION 40. ENTIRE CONTRACT.**

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

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

(Full Legal Name of Vendor)

By \_\_\_\_\_

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

COUNTY OF ROANOKE, VIRGINIA

By \_\_\_\_\_

\_\_\_\_\_  
Heath Honaker/Purchasing Division Director

Approved as to form:

\_\_\_\_\_  
County Attorney/Assistant County Attorney

**CONTRACT 2022-031**  
**BETWEEN COUNTY OF ROANOKE AND [VENDOR NAME]**  
**FOR POLICE-INITIATED TOWING SERVICES**

**EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

**REFERENCE: RFP # 2022-031**

**INSURANCE REQUIREMENTS SECTION**

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

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Contractor confirms to the County 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 County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement, 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 County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the County 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 County and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement 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 County 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 County'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 County of Roanoke shall also be named as the Certificate Holder.

**C. The following insurance coverages and limits are required in order to provide services or materials to Roanoke County general government agencies and the Roanoke County Public Schools. These limits may be adjusted depending on the type of service or materials being provided and the exposure to risk.**

The Successful Offeror shall carry Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers as additional insureds, by endorsement, on the Commercial General Liability, Automobile Liability and Excess/Umbrella Liability coverage. The additional insured status shall be endorsed to the coverage with the provision that this coverage "is primary to all other coverage the County of Roanoke and/or Roanoke County Public Schools may possess." A Certificate of Insurance evidencing the additional insured status must be presented to the County of Roanoke and/or Roanoke County Public Schools along with a copy of the Endorsement prior to work or services beginning.

The coverage shall be provided by a carrier(s) rated "Excellent" by A.M. Best. In addition, the insurer shall agree to give the County 30 days' notice of its decision to cancel coverage.

**(1) Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance

- \$100,000 for each Accident by employee
- \$100,000 for each Disease by employee
- \$500,000 policy limit by Disease

**(2) Commercial General Liability - Combined Single Limit**

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- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury
- \$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

(3) **Business Automobile Liability** – including owned, non-owned and hired car coverage

- Combined Single Limit - \$1,000,000 each accident

Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract

D. Contractual Liability covers the following indemnity agreement: "The Successful Offeror agrees to indemnify, defend and hold harmless the County of Roanoke and Roanoke County Public Schools, their supervisory boards and members thereof, officers, agents, employees and volunteers from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County or School Division's sole negligence."

E. The continued maintenance of the insurance policies and coverages required by the Agreement 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 Consultant/Contractor for default.

F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor, and/or its subcontractors, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor's interest or liabilities, but are merely minimums. The obligation of the Consultant/Contractor, and its subcontractors, to purchase insurance shall not in any

way limit the obligations of the Consultant/Contractor in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.

- G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".
- H. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.
- I. The certificate holders on the Accord form Certificates of Insurance shall be:

**County of Roanoke Projects**  
Roanoke County Board of Supervisors  
5204 Bernard Drive, Suite 300F  
Roanoke, VA 24019-0798  
Attn: Purchasing Dept.

J. **Claims Made Policies**

If the liability insurance has been issued on a "claims made" basis, the Successful Offeror must either:

- (1) Agree to provide certificates of insurance evidencing the above coverage for a period of three (3) years after final payment under the Agreement for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Offeror's work; or
- (2) Purchase the extended reporting period endorsement for the policies and provide certificates of insurance and a copy of the endorsement.

**BOND REQUIREMENTS SECTION**

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

- A. Except in cases of emergency, all bids for construction contracts shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.
  - (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
  - (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.
  - (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.
  - (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
    - i. Performance bond in the sum of the contract amount.
    - ii. Payment bond in the sum of the contract amount.
  - (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the County.
  - (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

**END**

**CONTRACT 2022-031**  
**BETWEEN COUNTY OF ROANOKE AND VENDOR NAME**  
**FOR POLICE-INITIATED TOWING SERVICES**

**EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE**

**REFERENCE: RFP# 2022-031**

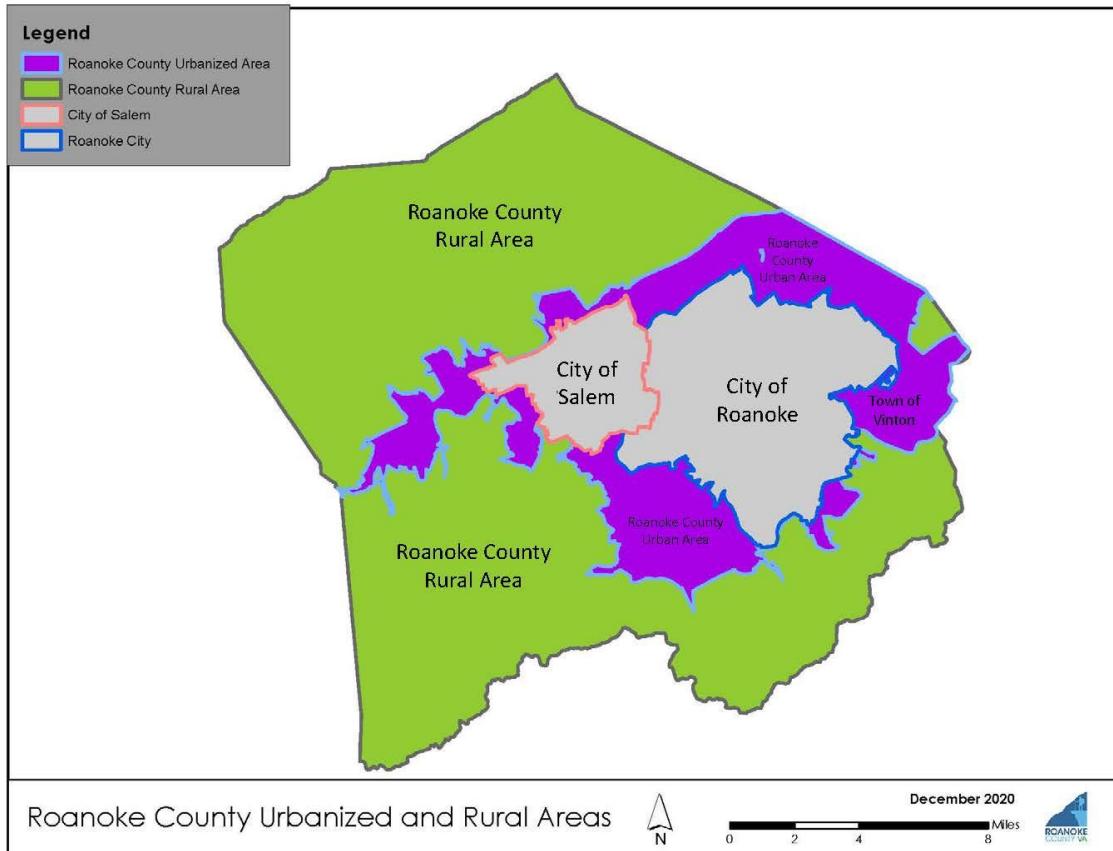
The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

The final scope of services will be negotiated with the Selected Offeror.

**CONTRACT 2022-031**  
**BETWEEN COUNTY OF ROANOKE AND VENDOR NAME**  
**FOR POLICE-INITIATED TOWING SERVICES**

**EXHIBIT 3: ROANOKE COUNTY URBANIZED AND RURAL AREAS MAP**

**REFERENCE: RFP# 2022-031**



ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST

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

**I. General Information**

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

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

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

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

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

Business address (physical): \_\_\_\_\_

Impound lot address (physical): \_\_\_\_\_

Check type of organization:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_

Sole Proprietor (Individual) \_\_\_\_\_ Other (describe) \_\_\_\_\_

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

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

If yes -

Other name: \_\_\_\_\_

Number of years in business under this name: \_\_\_\_\_

State license number under this name: \_\_\_\_\_

## **II. Organization of Firm**

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

## **III. Financial Condition of Offeror**

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

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

## **IV. Experience**

The Offeror shall submit as **Attachment 3**, a narrative of their firm's experience in providing the services and/or items in this RFP, including type of business, business location, and number of years in business.

## **V. References**

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

## **VI. Conditions of Offeror's Proposal**

Offeror shall submit as **Attachment 5**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment A to the RFP).

## **VII. Conflict of Interest**

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

OR

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

Name	Address
_____	_____
_____	_____
_____	_____

## **VIII. Convictions and Debarment**

If you answer yes to any of the following, state on **Attachment 6** the person or entity against whom the conviction or debarment was entered, give the location and date of the conviction or debarment, describe the project involved, and explain the circumstances relating to the conviction or debarment, including the names, addresses and phone numbers of persons who might be contacted for additional information.

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
  - a. ever been found guilty on charges relating to conflicts of interest?  
Yes \_\_\_\_ No \_\_\_\_
  
2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?  
Yes \_\_\_\_ No \_\_\_\_

b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?

Yes  No

## **IX. Compliance**

If you answer yes to any of the following, give the date of the termination order, or payment, describe the project involved, and explain the circumstances relating to same, including the names, addresses and phone numbers of persons who might be contacted for additional information on **Attachment 7**.

1. Has your organization:

a. ever been terminated on a contract for cause?

Yes  No

## **X. Confidential & Proprietary Information**

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the County must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on USB Drive or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

**Attachments:**

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

Offerors must submit one (1) unbound original and Four (4) full copies of their proposal response.

Signature Page (Pg. 2) of RFP \_\_\_\_\_

Removable Media Containing  
Redacted and Original Versions of Proposal \_\_\_\_\_

Attachment B (Proposal Response  
And Checklist) to RFP \_\_\_\_\_

1. Organization of Firm \_\_\_\_\_
2. Financial Reports \_\_\_\_\_
3. Experience \_\_\_\_\_
4. References \_\_\_\_\_
5. Conditions of the Proposal (If Applicable) \_\_\_\_\_
6. Debarment Explanation (If Applicable) \_\_\_\_\_
7. Compliance Explanation (If Applicable) \_\_\_\_\_