



**CITY OF ROANOKE, VIRGINIA**

**REQUEST FOR PROPOSAL**  
Other than Professional Services

**FOR**

**MAINFRAME MODERNIZATION SOFTWARE**

**RFP NUMBER 13-02-09**

**OPENING DATE: October 5, 2012**

**OPENING TIME 2:00 P.M.**

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011, from the City Vendor Self Service website at <https://VSS.roanokeva.gov>, or from the City website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing) ... Current Bid/RFP Request.

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

Date of RFP: September 6, 2012

REQUEST FOR PROPOSAL (RFP)

RFP No. 13-02-09  
Issue Date: September 6, 2012  
Commodity Code: 20900

Title: Mainframe Modernization Software

Issued By: **City of Roanoke**  
**Purchasing Division**  
**Noel C. Taylor Municipal Building**  
**215 Church Ave., SW, Room 202**  
**Roanoke, VA 24011-1517**  
**Phone: (540) 853-5268**  
**Fax: (540) 853-1513**  
**Email: [cassandra.dorsett@roanokeva.gov](mailto:cassandra.dorsett@roanokeva.gov)**

Sealed proposals will be received on or before **2:00 P.M., October 5, 2012** 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., September 28, 2012. If necessary, an addendum will be issued and posted to the City Vendor Self Service website at <https://VSS.roanokeva.gov> and the City website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing) ... Current Bid/RFP Requests.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to the Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

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

The City 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. No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

**Legal Name and Address of Firm** (according to your registration with the SCC):REQUIRED

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

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature in Ink)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

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

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

Email: \_\_\_\_\_ Business License# \_\_\_\_\_

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

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CITY OF ROANOKE, VIRGINIA  
REQUEST FOR PROPOSAL  
FOR  
Mainframe Modernization Software

RFP NO. 13-02-09

**INTRODUCTION**

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide software and services for migrating IBM z/OS mainframe applications to a Microsoft .NET application framework 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) 853-2871, from the City Vendor Self Service website at <https://VSS.roanokeva.gov> or from the City website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing)... Current Bid/RFP Request.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **October 5, 2012** in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. 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 and four (4) copies, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation “**Mainframe Modernization Software**”, **RFP No. 13-02-09** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package.

The City 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 City 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 City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered the City in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal unless the proposal is the subject of a clerical error as defined in Section 2.2-4330 (A) of the Code of Virginia. The submitter of the proposal must give the City a notice of the

request to withdraw within two (2) business days after the conclusion of the opening of the proposals, as set forth in Section 2.2-4330 (A) (i).

Inquires regarding this RFP should be directed to Cassandra Dorsett, Buyer at (540) 853-5268. Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to Cassandra Dorsett, Buyer at (540) 853-5268.

This RFP consists of this Introduction, nine (9) numbered sections, and the attachments hereto.

**If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. 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 City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513, or by email at [cassandra.dorsett@roanokeva.gov](mailto:cassandra.dorsett@roanokeva.gov).**

Respectfully,

Sharon T. Lewis C.P.M., VCO, CPPB  
Purchasing Manager

Date: September 6, 2012

## **Mainframe Modernization Software**

### **SECTION 1. PURPOSE.**

The purpose of this Request for Proposal (RFP) is the procurement of software solutions to assist the City in migrating legacy COBOL/CICS systems from an IBM Z/OS mainframe platform to the Microsoft .NET application platform.

The City of Roanoke invites any qualified Offeror to respond to this RFP by submitting a proposal for Mainframe Modernization Software consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the Successful Offeror.

### **SECTION 2. BACKGROUND.**

#### **A. Organization Profile**

The City of Roanoke is located on the southern end of the Shenandoah Valley between the Blue Ridge and Allegheny Mountains. Roanoke has a population of 96,500, occupying about 43 square miles in the center of one of Virginia's largest metropolitan regions (population 224,500).

The City is governed by a Council-Manager system. The elected-at-large City Council consists of a Mayor, Vice-Mayor, and five other elected officials. There are five Council-appointed positions, to include, a City Manager, Director of Finance, City Attorney, City Clerk, and Municipal Auditor and five constitutional officers, to include, Clerk of Circuit Court, Sheriff, Commonwealth Attorney, Treasurer, and Commissioner of the Revenue.

#### **B. Overview of the Current Computing Environment**

##### **Network Architecture**

The City's MAN (Metropolitan Area Network) is built on a OC48 SONET Ring with 13 sites on two RPR(Resilient Packet Ring) to provide OC12 Ethernet over Sonet for data and TDM over Sonet(DS1) for voice. Avaya Optera 3500 is installed at every site. Most sites are running GB Ethernet to the desk top.

##### **Servers & Operating Systems**

The majority of the servers are running Windows Server 2008 OS on physical servers or on VM Hosts running ESXi 4.1.

The main file server is running Novell OES on Susie Linux with Edirectory.

The City utilizes both Microsoft Active Directory and Novell E-directory for authentication services.

Database Standards:

Microsoft SQL-Server 2008

Application Architecture:

Web: Microsoft IIS 7 (or later)  
Development: Visual Studio 2010 – Visual Basic .NET  
Desktop: Microsoft Windows 7  
Reports: Crystal Reports & Microsoft SRS  
Source Control: Microsoft Team Foundation  
Security: In-house Single Sign-on System (.NET)

E-Mail Architecture:

Lotus Domino 8.5.3

Mainframe Architecture:

IBM z/OS

JCL

DFSORT

CICS TS

RACF Security

VSAM

COBOL

VISION results (Computer Associates)

C. Objective

For over 10 years, the City of Roanoke has been migrating business critical application software running on an IBM z/OS mainframe onto a Windows-based platform by either replacing systems with commercially available (COTS) solutions or rewriting systems using the .NET application framework. The mainframe hardware, along with supporting operational and technical support services, is currently outsourced to a third-party service provider, and the low volume of applications currently remaining on the mainframe has become increasingly cost-prohibitive to operate. These remaining applications were developed by in-house staff, are still viable business solutions, and in some cases preferable to commercially available alternatives.

The City's objective is to perform a migration and modernization of the remaining mainframe applications to the Microsoft application platform, reduce the overall cost of operation, and increase the supportability of the application base. In addition to cost savings, the modernization will provide a platform which will increase agility, supportability and adaptability to future changes in business practices. The transformation to the Microsoft application platform should minimize re-training for

development and support staff by maintaining the current application code, business functionality, online screen designs, and by providing a standard application development and testing environment using Microsoft Visual Studio, SQL-Server, and IIS.

The inventory of software applications included in the migration includes:

	CICS	Screens	Batch COBOL	VSAM
<b>Personal Property</b>	90	56	174	24
<b>Business License</b>	45	46	45	11
<b>City-wide Billing</b>	47	41	24	15
<b>Retirement</b>	42	21	35	8

It is the City of Roanoke’s intent to procure the software and migration tools for in-house staff to perform the migration and development tasks. Professional services will be required for training, consultation, support, and optionally, consultant assistance, on a time and materials basis. Offeror should include an annual maintenance agreement which will provide on-going support for all of the migration technologies implemented.

**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 Cassandra Dorsett, Buyer at (540) 853-5268. Any request for clarification or interpretation should be made in writing by the date indicated at the beginning of this RFP, page 2.
- B. 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 City 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.

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.

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 City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City 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.

4. Experience.

Offeror shall provide a concise description of their work experience as it relates to the scope of work outlined herein. Said description shall include, but not be limited to:

1. The Offeror's established experience record in providing comparable software products and services.
2. The number of years the Offeror has been providing these types of software and related services.

5. Price.

Prospective Offerors must submit the price such Offeror proposes to charge the City for providing the required services and/or items, including all fees and costs and how they are calculated. The details for such fees should include a detailed cost proposal for each environment. Expenses should be listed separately, if applicable.

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.
10. The conditions, if any, of the proposal.

- C. 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 City. One reference must be an organization of similar complexity operating the proposed product for two (2) or more years and one reference must be an organization of similar size and complexity that has installed the proposed product in the past twelve (12) months. Each reference should include organizational name, official address, contact person, title of contract, and any hardware or software elements in use, number of years in use and phone number. The Offeror shall also provide one or more references of third party providers of migration services with experience utilizing the Offeror's product with other mainframe modernization migration projects.
- D. The proposal should be no more than fifty (50) sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
- E. Responses to this RFP must be in the prescribed format.
- F. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- G. The City 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.
- H. The City 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 City.
- I. NOT USED
- J. Only the City 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 Va. Code Section 2.2-4311.2).
- L. Each Offeror is required to state 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 City pursuant to the RFP shall belong exclusively to the City 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 or a court. **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. Any interpretation, correction, or change of the RFP will be made by an addendum. 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. The City Purchasing Division or its designee will issue Addenda. **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 City is not responsible for any RFP obtained from any source other than the City.** Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at [cassandra.dorsett@roanokeva.gov](mailto:cassandra.dorsett@roanokeva.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 City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.

- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The Successful Offeror shall comply with all applicable City, 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 City 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 Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- 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. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP.

**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 Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

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

The following are the services and/or items that the Successful Offeror will be required to provide to the City 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 to the City under this RFP are those that are set forth in**

**this RFP, below, and/or 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 to the City under this RFP is subject to negotiations with the Successful Offeror, and final approval by the City.**

#### Software & Migration Tools

- A. Software to support browser based .NET applications written in COBOL along with fully automated migration tools to convert IBM mainframe COBOL CICS and batch source code to this environment.
- B. Migration of VSAM files from the z/OS mainframe to Microsoft SQL 2008 using a fully automated tool. The solution must provide tools to aide in the data migration and the capability to support the continuance of utilizing existing IBM CICS VSAM processing commands within COBOL source code to access data stored in Microsoft SQL-Server databases.
- C. Migration of CICS screens to operate in a browser-based environment using a fully automated tool.
- D. Migration for application security from RACF to .NET/Windows. The City utilizes an in-house developed Single Sign-on system ( .NET platform).
- E. All software development and testing activities must operate from within Microsoft Visual Studio 2010 using Microsoft Team Foundation source-code control software.
- F. During the migration it is expected that some components will be rewritten in Visual Basic language sharing the same MS-SQL databases. Solutions must provide capability to support application solutions developed using a combination of programs written in the proposed software in conjunction with Visual Basic programs running on the .NET platform.
- G. Migration of IBM JCL, PROCS, sorts, and other mainframe batch processing components to operate within a Windows environment. Must be capable of handling execution parameters and conditional JCL execution.
- H. Migration of COBOL batch reports to Crystal or Microsoft reporting services.
- I. Support with external interfaces: FTP, web services, and remote printing.

#### Training

- A. Training application developers with the aforementioned software and migration tools.
- B. Training systems administrators on technical administration and support activities.
- C. Training operational staff on running batch operation activities.
- D. Training on installation and configuration for multiple environments (developer, test, and production).

## Professional Services

- A. IT professional services (time & materials basis) in support of migration activities with consultants skilled in the following areas:
1. Skills and experience with the development and support of z/OS CICS and COBOL batch programming and systems administration.
  2. VSAM and MS-SQL Server data architecture.
  3. Microsoft IIS application setup and administration for the proposed software.
  4. Skills and experience with migration, development, administrative, and operational activities using the proposed software.
  5. Training activity related to the proposed software and associated migration activities.
- B. On-going software and maintenance support for the software and migration tools.

## Capability and Skills

The Offeror shall provide a description of the qualifications and skills of the organization and personnel who shall be responsible for performance of the services. Such description shall, at a minimum, include the following:

1. A description of the Offeror's company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, and geographic coverage.
2. A description of the Offeror's software development methodology and tools.
3. A description of the Offeror's testing methodology and tools.
4. A description of the Offeror's change management methodology and tools.
5. A description of the Offeror's software support organization and methodology, problem response times and problem escalation procedures. The Offeror shall respond to the following questions:
  - a) *Is software supported directly or through dealers?*
  - b) *Is toll-free telephone support, facsimile support, mail-in support or all three offered?*
  - c) *How often are product updates distributed and how is user input solicited for those updates?*
  - d) *How are product updates distributed?*
6. A listing of the personnel that will be assigned to the project along with a summary of their qualifications and specific responsibilities for the project.
7. A listing of customer training and support services available from the Offeror including a sample of the training materials.
8. A description of the Offeror's facilities and operations.

9. A description of the Offeror's ability to remotely access the proposed system if it resides in the City's facilities. State the method(s) of remote site connectivity the product supports.

### Services to be Provided

The Offeror shall provide a description outlining the services to be performed. Such description shall, at a minimum, provide the following information:

1. The Offeror's understanding of the project.
2. An outline of a typical migration project with a narrative description of all software product(s) including all optional/mandatory 3<sup>rd</sup> party software.
3. A detailed description of the computer hardware and configuration recommended to be utilized with the software including specifications for server size for the production, test and development.
4. A listing of all the deliverable products.
5. A listing of software documentation that shall be provided with the System.
6. A description of the Offeror's software training approach, including experience levels and length of service of the training staff.
7. A description of the recommended training associated with the proposed solution. As a minimum, describe training recommendations in the following areas:
  - a) *Server and associated peripheral equipment configuration*
  - b) *Server and utility software*
  - c) *Application software installation and administration*
  - d) *Administration of software*
8. A description of the type of support proposed by the Offeror for the System.
9. A description of migration services proposed by the Offeror.. Include a short description of process for a "typical" migration. Describe the work effort associated with the conversion of data from VSAM to MS-SQL and COBOL batch/CICS to COBOL on the .NET platform including RACF security migration options.
10. A description of the installation/configuration services the Offeror shall provide.
11. A detailed description and costs of optional migration services the Offeror provides.

### **SECTION 7. EVALUATION CRITERIA.**

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to, the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.

- B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with 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 City's contract.
- E. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items 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 and/or deliver the items in a prompt and timely fashion.

## **SECTION 8. SELECTION PROCESS.**

- A. Pursuant to Section 2.2-4301(3)(b) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Manager or City Manager's designee) shall select the Offeror(s) which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City specifically reserves the right to award a Contract to more than one Offeror if that is deemed to be in the best interest of the City and/or provide sufficient resources for the needs of the City and/or to comply with Grant Program time frames and/or requirements. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- 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 City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract(s), if made, will be made to the Offeror(s) whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the



proposals received, and to make the award to the Offeror(s) whose proposal is deemed to be in the best interest of the City.

- 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 City and may or may not be conducted.

**SECTION 9. INFORMATION ON CONTRACT TO BE AWARDED.**

The Sample Contract marked as Attachment A to RFP No.13-02-09 contains terms and conditions that the City plans to 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 City and the Offeror 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 the 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**

**ATTACHMENT A TO RFP# 13-02-09  
CITY OF ROANOKE, VIRGINIA**

**SAMPLE CONTRACT**

This Contract is dated \_\_\_\_\_, 20\_\_\_\_, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and

\_\_\_\_\_  
(legal name and address of contractor)  
\_\_\_\_\_

hereinafter referred to as the "Contractor," **{NOTE: Use one of the following if applicable.}** {a \_\_\_\_\_ corporation.} {an Individual.} {a \_\_\_\_\_ Partnership.} {a \_\_\_\_\_ Limited Liability Company.}

**WITNESSETH:**

WHEREAS, Contractor has been awarded this Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for providing mainframe modernization software, 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 CITY AND THE CONTRACTOR AGREE AS FOLLOWS:**

**SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.**

For and in consideration of the money hereinafter specified to be paid by the City to the Contactor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the Sheriff to fully perform the services, provide any materials called for 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 within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements, Exhibit 1.
2. Scope of Services, Exhibit 2 (To be negotiated with the Successful Offeror.)
3. Request for Proposal No. 13-02-09, 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 City of Roanoke (City) documents and this Contract will control over any Contractor supplied documents or information, unless otherwise provided above.

## **SECTION 2. CONTRACT AMOUNT.**

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, **the not-to-exceed Contract amount of \$\_\_\_\_\_**, as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contract or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City .

## **SECTION 3. TERM OF CONTRACT.**

- A. The term of this Contract will be for one (1) year, from \_\_\_\_\_ through \_\_\_\_\_, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless renewed as set forth in such Contract.
- B. Upon the mutual agreement of the parties, the Contract may be renewed for up to four (4) additional one (1) year periods or any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least 60 days 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 30 days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within 30 days, the request to renew shall be deemed to be rejected.
- C. All terms and conditions shall remain in force for the term of the Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of the Contract.

## **SECTION 4. TIME OF PERFORMANCE.**

The Contractor shall commence the Work to be performed under this Contract on an as requested basis established and fixed for such commencement by written notice to proceed given by the City representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice The Contractor further agrees that the Work shall be started promptly upon receipt of such notice, which shall be within 7 days of such receipt, and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

## **SECTION 5. PAYMENT.**

- A. Invoices for work and/or items rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting City department/division. Payment of such invoices shall be the responsibility of the department/division.
  
- B. The City agrees to pay Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract. The City retains the right to setoff as to any amounts of money Contractor may owe the City. A written progress report may be requested by the City to accompany payment request and, if so, such progress report shall detail the work completed. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, work actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

## **SECTION 6. PAYMENTS TO OTHERS BY CONTRACTOR.**

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

## **SECTION 7. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or

omissions, negligent or otherwise, on or near City's property or the area where the work is performed or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

#### **SECTION 8. COMPLIANCE WITH LAWS, REGULATIONS, AND IMMIGRATION LAW.**

Contractor agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. Contractor further agrees that Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **SECTION 9. INDEPENDENT CONTRACTOR.**

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

#### **SECTION 10. REPORTS, RECORDS, AND AUDIT.**

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

#### **SECTION 11. INSURANCE REQUIREMENTS.**

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverages set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for 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 term of the Contract and shall be effective prior to the beginning of any work or other performance by the

Contractor or others under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

### **SECTION 12. DEFAULT.**

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

### **SECTION 13. NONWAIVER.**

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights.

### **SECTION 14. CHOICE OF LAW AND FORUM SELECTION.**

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, and any applicable federal laws. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court or the United States District Court for the Western District of Virginia, Roanoke Division, if a federal question exists. 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 meaning as if both parties jointly prepared this Contract.

### **SECTION 15. 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 16. NONDISCRIMINATION .**

A. During the performance of this Contract, Contractor agrees as follows:

- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
- iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **SECTION 17. DRUG-FREE WORKPLACE.**

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## **SECTION 18. FAITH BASED ORGANIZATIONS.**

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

## **SECTION 19. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

## **SECTION 20. CONTRACTUAL DISPUTES.**

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Virginia Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Virginia Code has been established for contractual claims under this Contract.

## **SECTION 21. 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 22. 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 23. 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 24. 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 25. NOTICES.**

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

To City: City of Roanoke  
Department of Technology  
Attn: Director of Technology  
Noel C. Taylor Municipal Building  
215 Church Avenue, SW,  
Roanoke, VA 24011

Facsimile: (540) 853-\_\_\_\_\_

Copy to: City of Roanoke  
Purchasing Division  
Attn: Purchasing Manager  
Noel C. Taylor Municipal Building  
215 Church Avenue, SW, Room 202  
Roanoke, VA 24011

Facsimile: (540) 853-1513

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

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 26. 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.

**SECTION 27. WARRANTY OF MATERIAL AND WORKMANSHIP.**

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

**SECTION 28. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.**

- A. The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).
1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
  2. Should this Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
  3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

## **SECTION 29. 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 30. CONTRACT SUBJECT TO FUNDING.**

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

## **SECTION 31. 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 City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems appropriate, without any restriction or limitation on their use and without any cost or charges to the City from the Contractor. Contractor hereby transfers and assigns all such rights and items to the City. 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 32. COMPLIANCE WITH STATE LAW, FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.**

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, 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 City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

**SECTION 33. 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.

**SIGNATURE PAGE TO FOLLOW.**

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

ATTEST/WITNESS:

**(Full Legal Name of Contractor)**

\_\_\_\_\_

By \_\_\_\_\_

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

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

(SEAL)

CITY OF ROANOKE, VIRGINIA

ATTEST/WITNESS:

\_\_\_\_\_

By \_\_\_\_\_

Name

(City Manager or authorized City representative)

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

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

Approved as to form:

Appropriation and Funds Required  
for this Contract Certified:

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

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

Approved as to Execution:

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

Date \_\_\_\_\_

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

**EXHIBIT 1**

**TO**

**RFP# 13-02-09**

**SAMPLE CONTRACT**

**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 City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
  
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
  - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an

additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$1,000,000.00

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

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

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

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit with applicable endorsement to cover waste cargo.

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(3)(A) Professional Liability Insurance: \$1,000,000.00

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract.

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the



Contractor's insurance company before seeking recovery directly from the Contractor.

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**EXHIBIT 2**

**TO**

**RFP# 13-02-09**

**SAMPLE CONTRACT**

**SCOPE OF SERVICES**

**FINAL SCOPE OF SERVICES TO BE NEGOTIATED WITH SUCCESSFUL OFFEROR**

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