



# COUNTY OF ROANOKE

## FINANCE DEPARTMENT

### PURCHASING DIVISION

Kari Sutphin  
Buyer

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February 12, 2019

### **INVITATION TO BID**

### **#2019-061**

Self-Checkout Machine

For

County of Roanoke

#### *Sealed Bids Due:*

February 22, 2019  
2:00 PM  
(Local Prevailing Time)  
One (1) Original  
Three (3) Complete Copies  
One (1) Electronic Copy

## **INVITATION TO BID #2019-061 Self-Checkout Machine**

### **GENERAL INFORMATION**

The County of Roanoke, Virginia, is requesting sealed bids for self-checkout machine for Roanoke County Public Library (RCPL).

### **SUBMISSION OF THE BID**

One (1) Original, three (3) complete copies and, one (1) Electronic Copy (USB preferred), of the sealed bid will be accepted at and until **2:00PM (local prevailing time) on February 22, 2019**, at the Department of Finance, Purchasing Division, 5204 Bernard Drive, Suite 300F, Roanoke, VA 24018. As this is a sealed formal Invitation to Bid, faxed bids will NOT be accepted. Bids not received by the date and time listed above will be returned to the Offeror unopened. The bid package must be clearly marked with **"IFB #2019-061 Self-Checkout Machine."**

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Deviations will be given consideration if they are considered to be suitable and acceptable for comparison. Any deviations must be submitted, in writing, with your bid. Deviations discovered after bid award or material receipt, not stated in your bid, shall be grounds for disqualification and nullification of order. It is the responsibility of the Offeror to prove that the deviation is equal to the product/service specified. The County of Roanoke will make the final determination as to whether the product is equivalent.

### **EVALUATION OF THE BID**

The County of Roanoke shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and irregularities and to accept or reject any or all bids. Roanoke County reserves the right to procure from State Contracts when it is in our opinion that the State Contract is in the best interest of Roanoke County. Roanoke County retains the right to split items to multiple suppliers.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least 48 hours notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodation or assistance, which may be required for your participation.

### **FOR QUESTIONS REGARDING THE BID, PLEASE CONTACT:**

Kari Sutphin, Buyer  
5204 Bernard Dr., SW, Suite 300F  
Roanoke, VA 24018  
Telephone: 540-283-8151  
Email: [ksutphin@roanokecountyva.gov](mailto:ksutphin@roanokecountyva.gov)

Any inquiries or questions concerning specifications or bid submission should be submitted in writing. Written responses will be provided on our Purchasing Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum or sign up for email or text notification using the 'Notify Me' module.

## **NO CONTACT POLICY**

Any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this Invitation for Bids is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

## **BACKGROUND/INTENT**

Roanoke County Public Library (RCPL) is located in Southwestern Virginia. The library system has six branches throughout Roanoke County (the County) and offers a wide array of materials for both circulation and in-branch use, including traditional resources such as books, DVDs, and audiobooks, and non-traditional items such as Micro:bits and Launchpads. As a department of the County, RCPL intends to enter into an agreement with a company to supply, deliver, install, and maintain two library self-checkout machines for South County Library.

**The intent of this IFB is to establish a contractual vehicle for RCPL to meet its need for library self-checkout machines over the next several years. The successful model family and packages of options must support:**

1. Library self-checkout using traditional infrared bar-code scanning technology and library industry standard "SIP2"/ "NCIP" interface to an Integrated Library System (ILS).
2. Option to also process Radio-Frequency Identification type tags as well as Infrared bar-code tags.
3. Ability to accept credit/debit card payments for library fines, fees, and miscellaneous sales at the self-checkout machine, with an immediate interface to the ILS (so that customers can pay a fine and complete their checkout transaction without staff intervention).
4. Options to communicate machine instructions to customers in multiple languages (beyond English and Spanish).

**Materials are circulated on the Sirsi/Dynix Symphony ILS. RCPL currently operates version 3.5.3 of that software. RCPL's existing self-checkout machines communicate with the Sirsi ILS via the SIP2 protocol. RCPL has a Sirsi vendor-issued SIP license. However, system compatibility with other ILS beyond Sirsi/Dynix is required. Please include with your bid a list of ILS vendors that the system supports.**

## **GENERAL REQUIREMENTS**

1. The successful offeror must provide a fully operational system including delivery, installation, configuration, customization, staff training, testing, user documentation, warranty, maintenance, and services upgrades for hardware and software to include software patches and software support. Staff training includes:
  - 1.1. Training key circulation, technical services, system administration, and public services staff in the use of all equipment.
  - 1.2. Training will be performed by the offeror and will take place in Roanoke County at a mutually agreed upon time.
  - 1.3. RCPL requires training manuals and materials be provided in electronic format with unlimited distribution within the Library, and shall be supplied free of charge.

- 1.4. RCPL requires unlimited interaction with the offeror's sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation.
- 1.5. Introductory operator/user/staff training shall be provided at no charge.
2. All equipment must work in a Sirsi/Dynix Symphony Integrated Library System (ILS) environment. Compatibility with the Sirsi/Dynix Symphony 3.x Integrated Library System using the SIP2/NCIP protocol for communication with Sirsi in real time is required.
3. Offeror must show proof of being a Sirsi/Dynix Certified Solution Provider.
4. Offeror must demonstrate experience in providing the System and services being requested to organizations with a similar size and scope to that of the County government as described herein.

#### **BASE MODEL SELF-CHECKOUT MACHINE REQUIREMENTS**

The machines shall meet or exceed the following specifications:

1. Must be able to check out all eligible circulation items and send information to the Sirsi ILS and automatically update the patron account in real time.
2. Unit must be attractive and "user friendly" with the ability for library customers to check out materials without any staff assistance. Barcode scanners must be hands-free and media case unlocking capabilities shall be intuitively aligned with the self-checkout process and not require staff assistance.
3. Must be able to read customer and library material barcodes (RCPL currently uses codabar 39 digit barcodes following standard ANSI Barcode specifications): Library cards are both credit card sized and key tag sized. Must be able to read barcodes on smartphone screens and support image scanning capabilities for reading of 1D and 2D barcodes on paper and digital display.
4. The option to print or not to print a receipt with each checkout, including an option to receive receipt by email.
5. Ability to display customer's account information including balances, for example:
  - 5.1. Patron has items checked out including due dates and titles
  - 5.2. Patron owes money on account
  - 5.3. Patron has accrued fines on account
  - 5.4. Patron has hold requests
  - 5.5. Patron's borrowing privilege is blocked due to assessed or accrued fines in excess of the Library's defined maximum
  - 5.6. Patron's borrowing privilege is blocked due to a staff-assigned blocking note
  - 5.7. Patron's borrowing privilege has expired
6. Provision of a receipt printer that uses 3 1/8" wide by 230' long BPA-Free thermal paper and provides little or no noise during use due to it being in a library environment.
7. Ability for RCPL staff to easily program changes and additions to information printed on the receipt (some configurable information such as library name, logo, phone number, library hours, web page address, and so forth, and transaction information such as titles of items checked out, number of items checked out and date due).
8. Must easily generate reports to obtain statistics and payment information (i.e. number of check outs per station, cash and credit card totals, itemized sales reports, itemized credit card reports, sales summary reports). Staff should be able to generate reports without having to contact vendor.

9. Components must be quickly and easily replaceable when they are not functioning properly.
10. Must have a "Finished" button to clear the screen after a transaction to protect customers' privacy.
11. Time-out feature that is library configurable.
12. Remote management capability for configuration changes and diagnostics by RCPL support staff.
13. Troubleshooting methods, including built-in self-diagnostics.
14. Ability for patron to both scan library card or key-in their library card number. Option to require the patron to authenticate via a combination of library card number and PIN via touchscreen input.
15. The ability to provide information in multiple languages. At a minimum, the unit shall be able to provide information in English and Spanish.
16. Unit must include detailed, step by step help screens to assist customers through the checkout procedure, timeout, and end of session.
17. A responsive touch screen computer must be used. On-screen customer information must be configurable to County's requirements. For example, the customer on-screen information should be able to accommodate confidentiality issues and security of credit/debit card information.
18. Ability to give on-screen messages to customers that are transmitted from the Sirsi database, such as hold notification or non-circulating item. Staff members must be able to easily make changes to customizable messages.
19. Read-to-user option (for vision impaired). Text/voice/video instruction easily guides the patron through the checkout process using touch screen technology including language options.
20. The machine should be attractively and unobtrusively mounted to a library service desk to maximize efficiency.
21. The system must have the ability to perform offline transactions and maintain records of all bar codes checked out when the ILS is offline, and then upload transactions when the ILS is back online.
22. Unit must be American with Disabilities Act (ADA) compliant, pursuant to the law set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et. seq., and/or any properly promulgated rules and regulations relating thereto.
23. At least one of two units must be accessible to customers using wheelchairs.
24. All hardware must meet OSHA requirements regarding radiation safety, noise control and UL listed.
25. Ability to operate on the County's network, using Ethernet standard jacks.
26. Pre-configured with anti-virus software and secure user shell (no admin rights by default).

#### **DELIVERY, INSTALLATION, AND SETUP REQUIREMENTS**

1. Offeror must coordinate delivery and testing of system with RCPL personnel at designated library branches.
2. The units must be shipped FOB Destination, Freight Prepaid and Allowed. The County reserves the right to purchase fewer or additional units.

3. Offeror must deliver, set up, test, and install units in coordination with RCPL staff. Units must be fully functional no later than 45 days after order, unless otherwise requested by the County.

### **MAINTENANCE AND SERVICE REQUIREMENTS**

The offeror must provide maintenance services for machines and software acquired under this agreement. All proposed maintenance/service contracts are subject to negotiation by the County. Vendor agrees that failure of vendor to meet specified standards may result in termination of the service contract. Service agreement must be renewable on an annual basis. Warranty and service requirements apply to both standard and operational system components.

1. Vendor hours of operation and technical support available (e.g. 800 number, hours support available, support office location, website with FAQs, etc.), a minimum availability of Monday – Friday 9am – 5pm is required. The options and pricing attachment will provide space to describe other support availability options, if they differ in price. Generally, the County prefers availability that would equal or exceed library hours (Monday – Thursday 9am – 9pm, Friday 9am – 6pm, Saturday 9am – 5 pm, Sunday 1pm – 5pm). The vendor is also encouraged to provide pricing for vendor response outside of core maintenance hours (E.g., if Monday – Friday service hours are purchased, but there exists an option to get Saturday service for an a la cart price for an occasional or unexpected need).
2. Response times must be specified. Must be able to respond within at least four hours (via telephone).
3. Parts – specify who is responsible for parts. List all parts that are not covered under annual maintenance agreement.
4. One (1) year warranty after installation is included in the cost of each unit. Bid must offer a 12-month, 100% money-back performance guarantee on all equipment purchased and covered by a 12-month warranty or service agreement.
5. Training on the operation of the units after they are installed and fully operational (if requested by the RCPL).
6. An annual maintenance agreement that covers all parts failure, software upgrades, and diagnosis.
  - 6.1. Software patches and service pack releases must be supplied at no additional charge to RCPL and must be performed by the vendor.
  - 6.2. On-site support should be available within 24 hours of being notified that a unit is out of service.
  - 6.3. Local service technicians should be equipped with parts normally required to service the equipment and reduce downtime.
7. New software releases shall be accompanied by comprehensive system documentation outlining:
  - 7.1. Newly available features
  - 7.2. Known bugs
  - 7.3. Procedures for implementing and customizing new capabilities
8. A price to support moving a self-checkout machine from one branch to another.
9. The self-checkout machine must have a minimum expected lifecycle of five years. The bid must indicate their estimation of the useful life of the core self-checkout machine.

10. Maintenance/support for both cash/coin and credit card should be included in case of malfunction or damage of the unit occurs.

#### **SELF-CHECKOUT – CREDIT CARD PAYMENT REQUIREMENTS**

1. The System must meet the Payment Card Industry (PCI) Data Security Standards (DSS). <https://www.pcisecuritystandards.org/index.shtml>. The System design and implementation should also minimize the County's PCI DSS requirements. System must accept EMB chip/PIN credit/debit cards.
2. Bid should include the minimum specifications for existing PC and Local Area Network (LAN) to operate in conjunction with the vendor's software.
3. Ability for customers to pay their library fines or fees via a credit/debit card and cash, with an immediate update to the library customers' ILS account related to the full or partial library fine payment.
4. Ability for RCPL staff to configure which payment options we want to use (e.g. turn off Credit/Debit card or cash payment options).
5. Ability to provide a payment receipt with transaction details and print management functionality.
6. Customizable messages to advise patrons why a transaction cannot be completed or when customer's card is refused for whatever reason (blocked/barred/expired).
7. The bid must provide onsite software integration support between the self-checkout machines and Sirsi software to ensure proper setup, if needed.
8. Option/Capacity for a "turn-key" option for credit card processing and self-checkout, in order to minimize County PCI DSS requirements. Such an option should include estimates for an independent communications network to comply with PCI requirements if the county network does not meet those specifications.
9. Ability for RCPL staff to configure payment limits that would allow a check-out (e.g., offer customer option to pay a portion of their bill to get them under the department's policy threshold for allowing a check-out when the customer has bills due).

#### **SELF-CHECKOUT RADIO-FREQUENCY IDENTIFICATION (RFID) ENABLED OPTION AND/OR SECURITY OPTIONS (OPTIONAL PURCHASE)**

1. Must be an add-on/swap-out for the "core machine".
2. Must be capable of handling RFID tagged material, while retaining the base machine's ability to read Infrared Bar Codes.
3. Ability to turn off RFID security for at least one industry-standard RFID tagging and security system combination.

#### **SELF-CHECKOUT – CHECK-IN STATION AND "OTHER"**

1. Bid may offer options/configurations that would allow a self-checkout machine to be used to check library materials in.
2. It is preferred that machine should turn or pivot on a check out desk, or should be viewable by second screen facing staff in order to assist customers if necessary.
3. Cash collecting device should be small, quiet, and desktop mountable. Unit should accept bills in denominations of \$1, \$2, \$5, \$10, \$20, \$50, and \$100, and coins of .01, .05, .10, .25, .50, and 1.00.
4. Provide an option to pay using near-field communications (NFC) that will allow users to make payments via smartphones.

5. Large screen is preferred, however machine should be scaled appropriately as to not interfere with work flow or use of other equipment nearby the installation area.
6. Bid may offer other options for their devices/model family.
7. Bid may offer options regarding additional language capabilities beyond English and Spanish.
8. RCPL is interested in additional capabilities of device including the ability to promote library programs on screen, compatibility with Envisionware software including print release and PC reservation capabilities, mobile printing, access to library website, and meeting room reservation.

#### **PRICING/DESCRIPTION**

1. Bid must propose pricing on a per machine basis, as RCPL may buy one or more machines at a time.
2. Pricing should be for the core machine and each option offered should be priced individually.
3. Bid may also propose volume discounts and/or “packages” of options as appropriate.
4. Maintenance should be priced for the core machine, with additions as necessary proposed on a per machine basis for each option offered.
5. Any Systemic or base-level maintenance costs (e.g., not associated with a specific machine but required to support the entire installation, or required to support the use of an option), should be clearly described.
6. Bid may propose other options for self-checkout machines, such as other language translation options for software.
7. It is highly encouraged to offer the County additional credit card and or other options at competitive pricing as per the pricing sheet. Additional options shall not be factored into total costs, however may be incorporated into contract as a result of this solicitation.
8. Maintenance costs are assumed to begin in year two of the contract, at the anniversary of delivery and acceptance.

Roanoke County shall provide the mechanism for the evaluation of all information received, the final determination of responsible bidders, and reserves the right to waive informalities and/or irregularities and to accept or reject any or all proposals. The County reserves the right to split awards if it is in the best interest of the County.

#### **COOPERATIVE PROCUREMENT**

The procurement of goods and/or services provided for in this Invitation for Bid is being conducted pursuant to Virginia Code, Section 2.2-4304.

Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may in addition to the County of Roanoke, may also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code, Section 2.2-4304.

The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other



matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

**GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS –IFB (Revised 04/2013)**

**READ CAREFULLY - FAILURE TO COMPLY WITH EACH AND EVERY PROVISION OF THIS INVITATION AND THE SPECIFICATIONS ARE GROUNDS TO DISQUALIFY A BIDDER**

Wherever the term Roanoke County, County or Roanoke County Board of Supervisors is used it is understood to include the Roanoke County School Board, in addition, any contract awarded from this solicitation may be used by Roanoke County Public Schools and any other public entity for which the County of Roanoke acts as a fiscal or purchasing agent.

Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact (540) 772-2061. We require that you provide at least 48 hours' notice so that reasonable efforts may be made to provide the proper arrangements. You may be requested to specify the nature of any accommodations or assistance, which may be required for your participation.

**SUBMISSION AND RECEIPT OF BIDS:**

- (a) To be considered, all bids must be delivered in a sealed envelope, clearly marked with the words "BID DOCUMENTS", bid number and the name of the item being bid and received in the Roanoke County Finance Department/Purchasing Division no later than the specified date and time for the bid opening. Failure to timely submit such bid shall disqualify the bidder and such bid will be returned to the bidder unopened. NO FAXED BIDS WILL BE ACCEPTED.
- (b) Unless otherwise specified, bidders must use the invitation to bid form furnished by the County. Failure to do so shall be grounds for rejection of the bid.
- (c) Bids having any erasures or corrections must be initialed in ink by the bidder. An authorized officer of the company must sign bids in ink. Such authorization shall be a part of the bid document. All bids must either be typewritten or printed in ink.
- (d) The original copy of the bid must not be permanently bound and one (1) electronic copy is preferred.

**IMPORTANT NOTICE EFFECTIVE 3/14/2011 - ADDENDUMS, BIDS, RFPs, TABULATIONS AND NOTICES OF AWARD:**

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up 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.

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.

#### PRICES TO BE FIRM:

The bidder warrants, by virtue of bidding, that the prices, terms and conditions quoted in his bid will be firm for a period of 60 days from the date of the bid opening.  
NET 30 after receipt of invoice. Price should include shipping.

#### INVOICES:

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by Roanoke County. All invoices must show the purchase order/contract number. All contractors need to be properly registered as a payment vendor for the County in order to receive payment. All vendors previously registered are still in the system as a payment vendor. This system will no longer be used for notification of bids/RFPs.

#### PERFORMANCE BOND:

At the time of or prior to the execution of the contract, the County reserves the right to require the bidder or contractor to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the County of Roanoke, in the amount of the contract price.

#### DELIVERY POINT:

Unless otherwise indicated, all items shall be delivered F.O.B. with destination and delivery charges included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County.

#### CASH DISCOUNTS:

In determining the award of a bid, cash discounts for prompt payment will be considered. Discount time period computation shall commence from and after complete delivery, in satisfactory condition, and receipt of a properly documented invoice.

#### BRAND NAMES:

When a brand name appears in the specifications, it is solely for the purpose of establishing a grade or quality of material. The County does not wish to rule out other brands or manufacturers; therefore, the words "EQUIVALENT TO" are automatically included. However, if a product other than that specified is bid, it is the vendor's responsibility to prove to the County that said product is equivalent to that specified in the bid.

#### QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be of the best quality available.

#### ACCEPTANCE OF MATERIAL:

Until such time as all the conditions in the contract are fulfilled, the County reserves the right to refuse and return material, at the seller's expense.

#### WARRANTY/RETURNS:

Clearly specify your warranty of product and handling of returns, including turnaround time on faulty equipment. Warranties and other technical data are to be included.

**DELIVERY:**

Time is of the essence for delivery of any items, products or service procured as a result of this bid. If delivery is not made at the time specified on the Invitation to Bid form, the County reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future County contracts.

**DEFAULT PROVISION:**

In case of default by the contractor, the County shall have the sole discretion to procure the articles or services from other sources. The defaulting contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly, which sums may be paid or credited from any forfeited bond or other security.

**PRICING:**

In the event of discrepancy between the total pricing and unit prices, the County in its sole discretion, shall determine the bid price.

Negotiation with lowest responsible Bidder: The County of Roanoke reserves the right to negotiate with the lowest responsible bidder if the low bid exceeds available funds. This provision will be used in accordance with County Code Chapter 17 (Ord. No. 3350, S2-30, 12-14-82). State Code 2.2.4318.

**COPYRIGHTS OR PATENT RIGHTS:**

The bidder warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this bid. The bidder agrees that the County of Roanoke shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

**FEES INCLUDED IN BID PRICE:**

Submitted bids shall include in the price, the cost of any Business and/or Professional licenses, permits or fees as required by law.

**TAX EXEMPTION:**

The County of Roanoke is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the County will furnish a certificate of tax exemption.

**CERTIFICATION AND ABILITY:**

The County of Roanoke reserves the right to request from the bidder, a separate manufacturer's certification of all statements made in the bid. The County may request any or all bidders to furnish proof of experience, ability and financial standing.

**SIGNED BID CONSIDERED AN OFFER:**

THIS INVITATION TO BID MUST BE SIGNED AS HEREIN PROVIDED. Submission of this signed invitation shall be considered an offer by the bidder or contractor to sell the items or services as required in the specifications. All bids are subject to approval by the County Board of Supervisors. In the case of default by the bidder or contractor after acceptance of a bid, the County of Roanoke may take such action, as it deems appropriate, including forfeiture of any and all bonds or other security and legal action for damages or specific performance.

**NO BID:**

To insure that your name remains on our bid listing, should you desire not to bid on a particular project, return the completed bid package marked with the words "NO BID". Failure to return to the County a bid or "NO BID" may cause your name to be removed from our listing.

**COMPLIANCE WITH LAWS:**

The bidder is responsible for compliance with all Local, State and/or Federal laws and regulations. The County of Roanoke shall be held harmless from any liability.

**AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA:**

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 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the SCC.

By my signature on this solicitation, I certify compliance with federal, state, and local laws and regulations applicable to the performance of the services described herein.

**ACCEPTANCE OR REJECTION OF BIDS:**

The County of Roanoke reserves the right to accept or reject any or all bids/offers. The County also reserves the right to award the contract for any such materials, goods or services the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the County. Roanoke County reserves the right to make a site visit to the facility prior to bid award.

**RULING LAW:**

This invitation to bid and any contract executed pursuant hereto of which this invitation shall be an internal part shall be governed, controlled and interpreted in accordance with the laws of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall thereby submit to the exclusive jurisdiction of the Circuit Court of the County of Roanoke or, in the event that jurisdiction is authorized, to the United States District Court for the Western District of Virginia, sitting at Roanoke, Virginia.

**NONDISCRIMINATION PROVISIONS:**

During the performance of this contract, the contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post

in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

## INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts; and

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; and

Claims for damages because of bodily injury, sickness liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

Claims for damages because of bodily injury, sickness, or disease, or death of any person other than his employees; and

Claims for damages because of injury in or destruction of tangible property, including loss of use resulting there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to coverage's afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

**QUESTIONS REGARDING THE BID:**

**Questions should be directed to:**

Kari Sutphin, Buyer  
5204 Bernard Dr., SW, Suite 300F  
Roanoke VA 24018  
Telephone: 540-283-8151  
Email: ksutphin@roanokecountyva.gov

**SPECIAL INSTRUCTIONS:**

**ANTITRUST:**

By entering into a contract, the bidder conveys, sells, assigns, and transfers to Roanoke County all rights, title, and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Roanoke County under said contract.

**ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the contractor in whole or in part without the written consent of Roanoke County.

**AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that Roanoke County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By signing this bid, the bidder certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986.

**ANTI-COLLUSION CERTIFICATION:**

By my signature on the face of this bid, I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment, or services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the Virginia Governmental Frauds Act and

Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**KICKBACKS:**

I certify and warrant that by my signature on this solicitation, neither I nor the bidder for whom I am authorized to act has offered or received any kickback from any other bidder, supplier, manufacturer, or subcontractor in connection with bid on this contract, subcontractor in order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

**DEBARMENT:**

By my signature on this solicitation, I certify that this person/firm/corporation is not currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America, nor is this person/firm/corporation a part of any firm/corporation that is currently barred from bidding on contracts by any agency of the Commonwealth of Virginia or the federal government of the United States of America. I have attached an explanation of the previous debarment(s) and copies of notice(s) of reinstatement(s).

**INDEMNIFICATION:**

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the County of Roanoke and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

The County cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

**CONTRACT:**

Any contract resulting from his bid shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Invitation for Bid, together with the bidders response, which consists of this document, the Price Schedule and other bid documents attached hereto or submitted with this document.

**DRUG-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the 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 violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the 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.

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 in accordance with this chapter, 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.

#### DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT:

The contractor certifies that none of the persons who will provide services on school property or requiring direct contact with students has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years.

The contractor further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the contractor understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to the School Board. The required certification form is attached hereto.

#### PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the INVITAION FOR BID 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 a bidder shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

The bidder must specifically identify the data or materials to be protected and state the reasons why protection is necessary on the “Notice of Proprietary Information Form” below. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining in the Bid and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

The classification of an entire bid document, line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable and may result in rejection of the bid.



**DATA ON CONVICTIONS FOR CERTAIN CRIMES AND CHILD ABUSE AND NEGLECT**  
**CERTIFICATION OF CONTRACTOR**

Full Name of Contractor: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

As required by Section 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child.

I further understand and acknowledge (1) that if I make a materially false statement regarding any of the above offenses, I will be guilty of a Class 1 misdemeanor and (2) that before any person is permitted to provide such services subsequent to this certification, I must complete a new certification regarding such person.

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

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
TITLE

**NOTICE OF PROPRIETARY INFORMATION FORM**  
**INVITATION TO BID #2019-061 Self-Checkout Machine**

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342

| Section Title | Page # | Reason(s) for Withholding from Disclosure |
|---------------|--------|---|
|               |        |   |
|               |        |   |
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|               |        |   |
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**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).
- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4)12 C.F.R. 309.5(c) (4).

**SIGNATURE PAGE**  
**INVITATION TO BID #2019-061 Self-Checkout Machine**

BIDDERS SIGNING THE BID FORM AGREE THAT THE PRODUCT BEING BID CONFORMS TO ALL SPECIFICATIONS LISTED IN THE BID. BIDDER CERTIFIES THAT BY SUBMISSION OF THIS BID, HE HAS READ AND AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID.

DATE \_\_\_\_\_

PAYMENT TERMS NET 30

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

\_\_\_\_\_ FAX # \_\_\_\_\_

\_\_\_\_\_ EMAIL \_\_\_\_\_

FEIN \_\_\_\_\_ VA BUSINESS LICENSE NO. \_\_\_\_\_

VIRGINIA SCC # OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO AUTHORIZED PER VA CODE §2.2-4311.2 \_\_\_\_\_

\_\_\_\_\_

SIGNATURE / TITLE \_\_\_\_\_

NAME / TITLE (please print) \_\_\_\_\_

To receive consideration for award, this signature sheet must be returned to the Purchasing Division, as it shall be a part of your response.

**PRICE BID FORM**  
**INVITATION TO BID #2019-061 Self-Checkout Machine**

Machine Family/Model: \_\_\_\_\_

| <b><u>Part/Description</u></b>                    | <b><u>Acquisition Price<br/>(Year 1)</u></b> | <b><u>Maintenance Annual Pricing<br/>(Year 2+)</u></b> | <b><u>Discount Notes</u></b>                                      |
|---|--|--|---|
| Sample  | \$1,000                                      | \$100  | (E.g., Price per unit reduces by x% or \$\$ if N units purchased) |
| <b>Machine Based (per Machine)</b>                |  |  |   |
| 1.Base/Core Machine                               |  |  |   |
| 2.RFID Add-on                                     |  |  |   |
| 3.Credit Card Add-on                              |  |  |   |
| 4.Multi-lingual Add-ons                           |  |  |   |
| 5.Check-in station Add-on                         |  |  |   |
| <u>Total</u>                                      |  |  |   |
| <b>*Credit Card options (add lines as needed)</b> |  |  |   |
| <b>*Other options (add lines as needed)</b>       |  |  |   |
|   |  |  |   |