



COUNTY OF ROANOKE

FINANCE DEPARTMENT

PURCHASING DIVISION

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INFORMAL REQUEST FOR PROPOSALS

#2021-040

Self Checkout Machines for the Roanoke County Public Libraries

Proposals Due:
October 19, 2020
4:00 PM
(Local Prevailing Time)

Email Response to: Kate Hoyt
KHoyt@roanokecountyva.gov

INFORMAL RFP #2021-040 – LIBRARY SELF CHECKOUT MACHINES

GENERAL INFORMATION

Roanoke County is seeking proposals from qualified firms to provide self-checkout machines and related services for the Roanoke County Public Library (RCPL).

Email response to: Kate Hoyt, KHoyt@roanokecountyva.gov, must be received by **October 19, 2020, at 4:00 PM (local prevailing time)**. It is the responsibility of the Offeror to ensure that its proposal is received in the Purchasing Division by the above date and time. Any proposal received after the above time and/or date will be rejected. Place “**INFORMAL RFP# 2021-040 – LIBRARY SELF CHECKOUT MACHINES**” in the subject line. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal.

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

In lieu of an evaluation committee, the end user may solely evaluate the proposals, and conduct interviews (by telephone, or in person), if needed. Upon completion of the evaluation, negotiations may be conducted by the department and Purchasing with the offeror(s) selected and an award to the offeror who submitted the best proposal.

INFORMAL RFP QUESTIONS

Any inquiries regarding submittal of proposal or any questions concerning specifications shall be in writing and sent via mail, fax or email to:

Kate Hoyt, Buyer
5204 Bernard Drive SW, Suite 300F
Roanoke, VA 24018

Phone: (540) 283-8149
khoyt@roanokecountyva.gov

Written responses, including any questions will be provided via Email in the form of an Addendum. It is the responsibility of the Offeror to check their email for any addendum or follow up with Roanoke County Purchasing Department to check for any Addenda. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time of issuance of this Request for Proposals by the County, any contact initiated by any Offeror with any County representative, other than the purchasing representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction.

BACKGROUND

Roanoke County Public Library (RCPL) is located in Southwestern Virginia. The library system has six locations 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 approximately five library self-checkout machines.

SCOPE OF SERVICES

Roanoke County is soliciting proposals for self-checkout machines to be used by the Roanoke County Public Library. The successful offeror shall supply, deliver, install, and maintain/service the machines.

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. 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).
3. RCPL is part of a consortium, and not all payments owed by patrons are due to RCPL. Therefore, this system should be able to deny patrons the ability to pay monies due to non-RCPL libraries from the self-checkout. Software solution should not rely on SirsiDynix system to perform this function.
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 3.6.2 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 proposal a list of ILS vendors that the system supports.

GENERAL REQUIREMENTS

1. The successful offeror must provide a fully operational free standing self-checkout hardware and software 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 should 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.
5. Offeror must identify all third party vendor products and services required to fully operate the proposed solution. For example: credit card equipment and processors that require a separate contract or agreement, or software provided by the third party that requires a separate contract or terms of service. Any and all contracts, agreements, and terms of service with third party vendors should be indicated and copies of such included in the proposal submission for County review.

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 should 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 non-RFID 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. Should offer receipt options as follows: print, do not print, or receive 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 should 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 programming should 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 free standing and efficient to use.
 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. All hardware must meet OSHA requirements regarding radiation safety, noise control and UL listed.
 24. Ability to operate on the County's network, using Ethernet standard jacks.
 25. Pre-configured with anti-virus software and secure user shell (no admin rights by default).

DELIVERY, INSTALLATION, AND SETUP REQUIREMENTS

1. All equipment must be delivered and invoiced prior to December 11, 2020. If equipment is not delivered and fully invoiced prior to this date, the order will be canceled with no cost or penalty to RCPL.
2. Offeror must coordinate delivery and testing of system with RCPL personnel at designated library branches.

3. The units must be shipped FOB Destination, Freight Prepaid and Allowed. The County reserves the right to purchase fewer or additional units.
4. 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.
5. We recognize that companies may use third party vendors for installation and setup of equipment. This arrangement must be identified and described in the proposal submission, if applicable.

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 must 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). On-site repairs must begin within 24 hours of notification from RCPL that a unit is out of service.
2. Response times must be specified in the proposal. Offeror 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. Proposal 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. Please identify whether service will be provided by a third party vendor, and if so, include specific information regarding that vendor.
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. The self-checkout machine must have a minimum expected lifecycle of five years. The proposal must indicate their estimation of the useful life of the core self-checkout machine.
- 9. Maintenance/support for both cash/coin and credit card should be included in case of malfunction or damage of the unit occurs.

SELF-CHECKOUT – PAYMENT REQUIREMENTS

- 1. The System must meet the Payment Card Industry (PCI) Data Security Standards (DSS). The System design and implementation should also minimize the County’s PCI DSS requirements. System must accept EMV chip/PIN credit/debit cards.
- 2. Proposal 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 inform patrons as to why a transaction cannot be completed or when customer’s card is refused for any reason (blocked/barred/expired).
- 7. The proposal 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. All third party vendor contracts and costs must be specifically outlined and included in the proposal submission.
- 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).
- 10. Cash collecting device should accept bills in denominations of \$1, \$2, \$10, and \$20, and coins of 0.01, 0.05, 0.10, 0.25, 0.50, and 1.00.
- 11. Provide an option for payment using near-field communications (NFC) that will allow users to may payments via smartphone.

OTHER REQUIREMENTS

- 1. Proposal may offer other options for their devices/model family.
- 2. Proposal may offer options regarding additional language capabilities beyond English and Spanish.
- 3. 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

Offerors should use the price form provided in this IRFP to summarize pricing. Offerors may

propose multiple solutions; each solution should be submitted using a separate copy of the form. It is permissible to add lines to the form, add narrative space, and/or provide additional informational materials, as needed to fully explain solution costs.

1. Offeror should propose pricing on a per machine basis, as RCPL may buy one or more machines at a time.
2. Pricing for each option should include the cost of the core machine and all required additional components and/or software; and each option offered should be priced individually.
3. Offeror 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. Offeror may propose other options for self-checkout machines, such as other language translation options for software. RFID options should **not** be included in this proposal.
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.

SUBMITTAL PROCESS

The County has submitted this Informal Request for Proposal to firms that it believes to be qualified to provide these items and/or perform these services. If you are interested in pursuing this opportunity, please submit your response to this office no later than **October 19, 2020, at 4:00 PM (local prevailing time)**. Responses should be emailed to khoyt@roanokecountyva.gov; if you will not be participating please respond with “No Proposal”.

REFERENCES

All Offerors shall include a list of three 3 references, from local government preferred, who could attest to the firm’s knowledge, quality of work, timeliness, diligence, flexibility, and overall expertise. Include names, contact persons, and phone numbers of all references on the attached Reference Form.

References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Offeror or Offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an Offeror.

EVALUATION CRITERIA

Roanoke County 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 to accept or reject any or all proposals.

The criteria below will be utilized in the evaluation of qualifications for selection or to develop a

shortlist of those Offerors to be considered for interviews/demonstrations and/or potential negotiations. Offerors are required to address each evaluation criteria within the outline given above in SUBMITTAL REQUIREMENTS.

In lieu of an evaluation committee, the end user may solely evaluate the proposals, and conduct interviews, if needed. Upon completion of the evaluation, negotiations may be conducted by the department and Purchasing with the offeror(s) selected and an award to the offeror who submitted the best proposal.

If additional information is required, the County may arrange, at its option, to have informal interviews.

QUALIFICATIONS AND PROPOSAL EVALUATION AND AWARD CRITERIA

The individual appointed either as a sole practitioner or a member of a law firm shall be a member of the Virginia State Bar. The candidate should possess at least ten years of experience as a practicing attorney in the Commonwealth of Virginia. Municipal law field experience preferred. The candidate shall be a member in good standing of the Virginia State bar and have an active license to practice law within Commonwealth of Virginia. The candidate must be admitted to practice law in all Virginia Courts and applicable federal courts.

- Experience and Quality of Similar Previous Work
- Quality of Staff and Sub-Consultants
- Quality of references
- Timeliness and Ability to Perform services as outlined
- Strength of Overall Proposal in meeting the specifications outlined herein

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the IRFP, and any other information or factors deemed relevant by the County, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of Roanoke County. The County will make the final determination of the proposal that best meets the needs of Roanoke County.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

READ CAREFULLY - Proposals must be submitted in accordance with instructions given in this document. All information requested must be submitted. Failure to do so may result in the proposal being considered non-responsive and, therefore, rejected.

ACCEPTANCE OR REJECTION OF PROPOSALS

The County of Roanoke reserves the right to accept or reject any or all offers. The County also reserves the right to award the contract for any services the County deems will best serve its interests.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of ninety (90) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this IRFP, the proposal and any subsequent negotiation and resulting contract.

Modification or withdrawal of a proposal will be executed as outlined in the Roanoke County Procurement Code.

Roanoke County encourages free and open competition. Whenever possible, specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy Roanoke County's needs and the accomplishment of a sound economical operation. The Offeror's signature on this proposal guarantees that the price offered has been established without collusion with other eligible Offerors and without effort to preclude Roanoke County from obtaining the lowest possible competitive price. The award (s) will be made to the responsible Offeror(s) whose proposal is determined to be most advantageous to Roanoke County based on the evaluation factors set forth in this Request for Proposal.

Costs of developing and delivering responses to the Request for Proposals are entirely the responsibility of the Offeror.

All materials submitted in response to the IRFP become the property of Roanoke County upon delivery to the Roanoke County Purchasing Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

SELECTION PROCESS/AWARD OF CONTRACT

As this is a Informal Request for Proposal, no information regarding the identity of neither the vendors nor the contents will be released until after the negotiation process.

Proposals may be ranked without interviews; hence, firms are encouraged to submit their initial proposals as comprehensively as possible.

The selection process will be in accordance as shown below:

Roanoke County shall provide the mechanism for the evaluation of all information received. Roanoke County reserves the right to make the final determination of responsible Offerors and to waive informalities and/or irregularities and to accept or reject any or all offers. Proposals shall be as thorough and detailed as possible so that the County may properly evaluate the capabilities of the Offeror to provide the required services. It is not the intent of the specifications to be proprietary, or to exclude any individual, business or firm.

In lieu of an evaluation committee, the end user may solely evaluate the proposals, and conduct interviews, if needed. Upon completion of the evaluation, negotiations may be conducted by the department and Purchasing with the offeror(s) selected and an award to the offeror who submitted the best proposal.

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.

DEFAULT

In case of failure to provide legal services as specified herein, Roanoke County, after due

written notice, may procure legal services from other sources and hold the contractor responsible for any and all excess cost occasioned thereby.

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.

COMPLIANCE WITH LAWS

The Offeror 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 non stock 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.

RULING LAW

This request for proposals and any contract executed pursuant hereto of which this request for proposal shall be an internal part shall be governed, controlled and interpreted in accordance with the law of the Commonwealth of Virginia without reference to its conflict of law principles. Each party to such contract shall there by 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 Offeror shall procure and maintain, at his own expense, during the CONTRACT TIME, professional liability insurance, and shall agree to provide proof thereof to Roanoke County upon request.

SPECIAL INSTRUCTIONS:

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.

ASSIGNMENT OF CONTRACT

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

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the General Terms and Conditions and the Specifications, both of which are contained in the Request for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal.

MODIFICATION OF CONTRACT

This IRFP and any subsequent contract constitute the entire agreement between the Offeror and Roanoke County. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

Roanoke County reserves the right to cancel and terminate any resulting contract, with a 30-day written notice to the contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by Roanoke County. The opinion of Roanoke County as to lack of performance will be final and without appeal.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror 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.

KICKBACKS

I certify and warrant that by my signature on this solicitation, neither I nor the Offeror for whom I am authorized to act has offered or received any kickback from any other Offeror, supplier, manufacturer, or subcontractor in connection with proposal 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, and 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 proposaling 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 proposaling 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 proposal or proposal means that the contractor agrees not to request such language in the resulting contract.

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 Proposer 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 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 Proposer 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 Proposer 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.

COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the County of Roanoke pursuant to the REQUEST FOR PROPOSAL 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 an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror 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 Offeror 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 Proposal 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.

NOTICE OF PROPRIETARY INFORMATION FORM
IRFP #2021-040

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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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 proposal or proposal document, line item prices, and/or total proposal or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the proposal 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).

INFORMAL RFP #2021-040 LIBRARY SELF CHECKOUT MACHINES

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the IRFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended, Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, The Virginia Government Proposal Rigging Act, and Virginia Antitrust Act and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County Of Roanoke, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County Of Roanoke, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County Of Roanoke.

I hereby certify that I am authorized to sign as a Representative for the Firm:

COMPANY NAME _____

ADDRESS _____ PHONE # _____

_____ FAX # _____

_____ EMAIL _____

FEIN _____ VA BUSINESS LICENSE NO. _____

VIRGINIA STATE BAR NUMBER (IF APPLICABLE) _____

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

SIGNATURE _____ DATE _____

NAME _____ TITLE _____

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

REFERENCE FORM
INFORMAL RFP #2021-040 LIBRARY SELF CHECKOUT MACHINES

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

Name of Entity _____

Contact _____ Title _____

Telephone _____ Length of Business Relationship _____

Email _____

PRICE FORM
INFORMAL RFP #2021-040 LIBRARY SELF CHECKOUT MACHINES

Machine Family/Model: _____

| <u>Part/Description</u> | <u>Acquisition Price (Year 1)</u> | <u>Maintenance Annual Pricing (Year 2+)</u> | <u>Discount Notes</u> |
|--|-----------------------------------|---|---|
| Sample | \$1,000 | \$100 | (E.g., Price per unit reduces by x% or \$\$ if N units purchased) |
| Machine Based (per Machine) | | | |
| 1.Base/Core Machine | | | |
| 2.Equipment stand or other equipment necessary for free-standing self-checkout solution (if separate expense) | | | |
| 4. Cash and credit card acceptance equipment | | | |
| 4. Credit Card processing or other credit card equipment/software fees, if any. List any third party vendors below. | | | |
| 5.Base software (include cost of all software necessary to use equipment as described. Individual software packages should be outlined within the proposal; indicate which are required, and which are add-ons.) | | | |
| <u>Total</u> | | | |
| Additional options and all associated costs (One per line, as needed.) | | | |
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List all third party vendors and any associated costs

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