



ROANOKE COUNTY

FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

REQUEST FOR PROPOSALS Non-Professional Services

**RFP # 2024-063
Vending Services for Western Virginia Regional Jail**

**OPENING DATE: August 19, 2024
OPENING TIME: 2:00 P.M.**

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

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

DATE of RFP: July 17, 2024

REQUEST FOR PROPOSAL

RFP No. 2024-063
Issue Date: July 17, 2024
Title: Vending Services for Western Virginia Regional Jail

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

Sealed proposals will be received on or before 2:00 P.M., August 19, 2024 for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

All questions must be submitted before 5:00 p.m. on **August 9, 2024**. If necessary, an addendum will be issued and posted to WVRJA website on the Current Bids/RFP Requests tab at <https://www.roanokecountyva.gov/bids.aspx>.

If proposals are hand delivered or mailed, send directly to the Purchasing Division at the address listed above. If the Roanoke County Administration Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of WVRJA, at the originally scheduled hour.

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

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

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

Continued

Continued from previous page

Legal Name and Address of Firm:

Date: _____

(Signature in Ink)

Name: _____
(Please Print)

Title: _____

Date: _____

Phone: _____

FAX: _____

Zip: _____

Email: _____

Business License# _____

Virginia State Corporation Commission Identification Number: _____

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Vending Services for Western Virginia Regional Jail

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COUNTY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL # 2024-063
For Vending Services for Western Virginia Regional Jail

INTRODUCTION

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

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **August 19, 2024** in the Purchasing Division, County of Roanoke, and 5204 Bernard Drive SW, Suite 300- F Roanoke VA 24018. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, **marked as such** and two (2) **copies**, **marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a **SEALED** envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, should be included in the proposal packet. The notation **“Project Name”**, **IFB No. 2024-063**, Offeror's name, and the specified opening time and date should be clearly marked on the front of that sealed envelope or package.

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

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

Project evaluation and award will be accomplished in accordance with this RFP and Section 10.9 of County of Roanoke Procurement Policy & Procedures Manual. If an award of a contract is made, notification of such award will be posted for public review on WVRJA of Roanoke Purchasing Division's website under Current Bid Opportunities at

<https://www.roanokecountyva.gov/bids.aspx> or you may contact Purchasing directly at (540) 772-2061 to request a copy of the award notification.

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

Inquiries regarding this RFP should be directed to Karyn McAden, at (540) 283-8151 or via email at kmcaden@roanokecountyva.gov. Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Division.

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

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

Respectfully,

Karyn McAden
Buyer

Date: July 17, 2024

County of Roanoke, Virginia
Request for Proposal No. RFP # 2024-063
Vending Services for Western Virginia Regional Jail

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of Vending Services consistent with the terms and conditions herein set forth. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

NOT USED

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact Karyn McAden at (540) 283-8151.
- B. Until such time that an award is published, direct contact with any County employee without the express permission of the Purchasing Manager or designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.

During an active solicitation, all communications (email, phone, text, letter) must be conducted through the Purchasing Division. Purchasing staff will coordinate responses to any inquiries, as necessary. If any vendor involved in a pending solicitation or bid violates this communication protocol, any submittals from the vendor may be rejected/disqualified at the discretion of the Purchasing Division.

- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of WVRJA of Roanoke, which may also be considered.
 1. Organizational structure of firm and qualifications of management personnel. Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services

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

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

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

3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of WVRJA of Roanoke or has any responsibility or authority with WVRJA that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to WVRJA of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP. (See Attachment B)
4. Experience in providing the services and/or items requested by this RFP. (See Attachment B)
5. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
6. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
7. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
8. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services (See Attachment B).
9. The conditions, if any, of the proposal. (See Attachment B)

D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other **local government** operations similar to those being requested

in this RFP by WVRJA. Each reference should include organizational name, official address, contact person, title of contact, and phone number. (See Attachment B)

- E. The proposal should be no more than 25 sheets (printing on back and front is acceptable) in length. Also include any other materials you may want to submit as part of your proposal response.
- F. Responses to this RFP must be in the prescribed format (Attachment B – Proposal Response and Checklist).

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

- G. WVRJA may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. WVRJA has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. WVRJA is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to WVRJA.

J. NOT USED.

- K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- L. Each Offeror is required to disclose if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for WVRJA pursuant to the RFP shall belong exclusively to WVRJA and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law. However, the Offeror must invoke the protection of Section 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.

C. IMPORTANT NOTICE - ADDENDUMS AND NOTICES OF AWARD

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

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

Vendors may visit <http://roanokecountyva.gov/list.aspx> to sign up via 'Notify Me' to receive emails or text message notices about bids, proposals, addendums, bid tabulation and awards. Vendors can sign up to receive notification in selected commodity/service categories. It is the vendor's responsibility to keep information current in the system in order to receive the notifications. The sign up only requires an email address and/or a cell phone number for receiving text messages (if your phone is capable) and your choice of categories. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. WVRJA is not responsible for any RFP obtained from any source other than WVRJA.**

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.

WVRJA is not responsible for any RFP obtained from any source other than WVRJA. Contact Karyn McAden by phone at 540-283-8151, or by email at kmcaden@roanokecountyva.gov.

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. WVRJA may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. WVRJA reserves the right to reject any proposal if the Offeror fails to satisfy WVRJA that it is qualified to carry out the obligations of the proposed contract.
- F. The successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of WVRJA of Roanoke to maximize participation whenever possible by minority and women owned business enterprises in all aspects of County contracting opportunities.
- I. The successful Offeror shall comply with all applicable County, State, and Federal laws, codes, provisions, and regulations. The successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regard to law, code, or regulation compliance. WVRJA reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

- M. The procurement provisions of the Virginia Public Procurement Act as well as WVRJA Procurement Manual, apply to this RFP, unless specifically modified herein. WVRJA's Procurement Manual can be reviewed on WVRJA's electronic procurement website.
- N. Insurance Requirements:
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance WVRJA may have.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to WVRJA Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the County under this RFP are those that are set forth in this RFP, in Exhibit 2, referred to in any way in the sample contract, in any terms and conditions, and/or in any attachments to this RFP.

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

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

SECTION 7. EVALUATION CRITERIA.

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

- A. The experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
 - 1. Provide a brief overview of your company. State the years your company has been providing vending services.
 - 2. Provide a list of at least three (3) current references for whom similar vending services have been performed. This list shall include company name, person to contact, address, email address, telephone number, length of service, and the number of machines provided.
- B. Selection of machines and products
 - 1. Provide a list (and corresponding descriptive literature) of the types of vending and other machines available. Include the capacity, machine size, and age of the machines.
 - 2. Provide a list of the manufacturers that supply products to your firm. Provide a breakdown by chips, candy, pastries, sodas, bottled water, and fresh food.
 - 3. What is your firm's system for keeping vending services stocked regularly with items within expiration?
- C. Product Quality and Pricing
 - 1. Reasonableness/competitiveness of proposed fee and/or benefits to WVRJA.
 - 2. Provide a breakdown of the items to be offered, including the package size and the corresponding price.
- D. Accessibility and response time for repair, service, and refunds as well as the overall demonstrated ability to meet/exceed the requirements of the WVRJ.
 - 1. Does your firm keep a repair log on all machines that require service? If so, please provide a sample log.
 - 2. Does your firm have a standard replacement schedule based on the frequency of repairs needed on a machine? If so, what is the maximum number of times a machine will be repaired prior to it being replaced?
 - 3. What is your firm's typical response time to service a machine after receiving notice from your customer that a repair is needed?
 - 4. What is your firm's system for providing timely refunds to patrons?

5. Experience in providing similar vending services.

E. The Offeror's responsiveness and compliance with the RFP requirements and conditions.

F. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with WVRJA's contract.

G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.

H. Offeror's willingness to accept WVRJA's sample contract (Attachment A).

SECTION 8. SELECTION PROCESS.

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

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

its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of County personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to WVRJA as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of WVRJA. WVRJA reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of WVRJA.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of WVRJA and may or may not be conducted.
- D. WVRJA reserves the right to make multiple awards as a result of this solicitation.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as **Attachment A to RFP # 2024-063 – Vending Services for WVRJA** contains terms and conditions that WVRJA will include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between WVRJA and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the successful Offeror.

END



RFP No. 2024-063
Vending Services for Western Virginia Regional Jail

ATTACHMENT A: SAMPLE CONTRACT

COUNTY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND
FOR RFP No. 2024-063
Vending Services for Western Virginia Regional Jail

This Contract # 2024-063 is dated _____, between WVRJA of Roanoke, Virginia, hereinafter referred to as the "County" or "Owner", and legal name/address of contractor, hereinafter referred to as the "Contractor," Choose an item. .

WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by WVRJA for furnishing all equipment, materials, goods, labor, and services necessary for providing vending services and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, WVRJA AND THE CONTRACTOR AGREE AS FOLLOWS:

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

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

1. Insurance Requirements (Exhibit 1).
2. Scope of Work/Fee Schedule (Exhibit 2).
3. Proposal Submitted by Contractor and dated _____ (Exhibit 3).
4. Request for Proposal No. 2024-063, which is incorporated herein by reference.
5. Proposal Response And Checklist (Attachment B)

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

SECTION 2. CONTRACT AMOUNT.

Final Payment arrangements/structures will be determined upon completion of contract negotiations based off of proposal responses received.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract shall be for one (1) year, from _____ through _____, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of WVRJA.
- B. By mutual agreement of the parties, the contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within ten (10) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within ten (10) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.
- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

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

SECTION 5. PAYMENT.

Final Payment arrangements/structures will be determined upon completion of contract negotiations based off of proposal responses received.

An example may be WVRJA and Contractor agree that the amount the Contractor shall pay WVRJA will be determined (% x sales) on a monthly basis, and that Contractor shall pay the jail by the 10th day of the following month, each month.

SECTION 6. SALES TAX EXEMPTION.

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

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery, unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to County personnel making the request and accepted by WVRJA. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to WVRJA upon receipt and acceptance of such items by WVRJA.

SECTION 8. INSPECTION.

WVRJA shall have a reasonable time after receipt of items / services provided to inspect all items for conformity to this Contract. If all or some of the items delivered to WVRJA do not fully conform to the provisions hereof, WVRJA shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to WVRJA will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist WVRJA in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of WVRJA, any items, material, equipment, or part of the item that is found by WVRJA to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

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

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless WVRJA and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near County's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS AND IMMIGRATION LAW.

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

SECTION 13. INDEPENDENT CONTRACTOR.

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

number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

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

SECTION 15. INSURANCE REQUIREMENTS.

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

SECTION 16. DEFAULT.

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

SECTION 17. NONWAIVER.

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

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

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

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

- A. During the performance of this Contract, Contractor agrees as follows:
 - i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to

employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

SECTION 22. FAITH BASED ORGANIZATIONS.

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

SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES

NOT USED

SECTION 24. ASSIGNMENT.

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

SECTION 25. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated as a final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the Board of Supervisors or its designee (hereafter "BOS"). The Contractor may not institute legal action prior to receipt of WVRJA's decision on the claim unless the BOS fails to render such decision within ninety (90) calendar days from submittal of its claim. The decision of the BOS shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 90-day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364 of the Code of

Virginia. Failure of WVRJA to render a decision within said ninety (90) calendar days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of WVRJA's failure to render a decision within said ninety (90) calendar days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this Contract.

SECTION 26. SUCCESSORS AND ASSIGNS.

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

SECTION 27. HEADINGS.

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

SECTION 28. COUNTERPART COPIES.

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

SECTION 29. AUTHORITY TO SIGN.

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

SECTION 30. NOTICES.

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

To WVRJA: Western Virginia Regional Jail Authority (WVRJA)
Attn: Major Chad Keller
5885 W. River Road
Salem, VA 24153
Email: chad.keller@rwvarj.org

Copy to: County of Roanoke
Purchasing Division
Attn: Karyn McAden
5204 Bernard Drive, SW, Suite 300-F
Roanoke, Virginia 24018-2020

Email: kmcaden@roanokecountyva.gov

If to Contractor: _____

Attn: _____, President/CEO

Email Address: _____

Phone: _____

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

SECTION 31. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect WVRJA's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of WVRJA or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of WVRJA shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 32. CONTRACT SUBJECT TO FUNDING.

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

SECTION 33. SUSPENSION OR TERMINATION OF CONTRACT BY COUNTY / WVRJA.

Roanoke County and/or WVRJA, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to WVRJA all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, WVRJA may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to WVRJA for any damages allowed by law, and upon demand of County shall promptly pay the same to WVRJA.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by WVRJA and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of WVRJA provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and WVRJA may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 34. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 35. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. WVRJA may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 36. OWNERSHIP OF REPORTS AND DOCUMENTS.

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

SECTION 37. ENTIRE CONTRACT.

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

SIGNATURE PAGE TO FOLLOW

RFP # 2024-063
Vending Services for Western Virginia Regional Jail

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

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

(Full Legal Name of Vendor)

By _____

Printed Name and Title

COUNTY OF ROANOKE, VIRGINIA

By _____

Printed Name and Title

Approved as to execution:

County Attorney/Assistant County Attorney

CONTRACT 2024-063
BETWEEN COUNTY OF ROANOKE AND [VENDOR NAME]
FOR VENDING MACHINE SERVICES FOR WESTERN VIRGINIA REGIONAL JAIL

EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS

REFERENCE: RFP # 2024-063

INSURANCE REQUIREMENTS SECTION

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

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the County, and such proof has been approved by the County. The Contractor confirms to the County that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.
- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The County and its officers, employees, agents, assigns, and volunteers shall be added as an additional insureds, by endorsement, to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the County of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the County with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The County and its officers, employees, agents, assigns, and volunteers are additional insureds by endorsement as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

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

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

However, if B (1) or (2) cannot be provided, the County's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The County of Roanoke shall also be named as the Certificate Holder.

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

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

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

(1) Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance

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

(2) Commercial General Liability - Combined Single Limit

- \$2,000,000 each occurrence including contractual liability for specified agreement
- \$5,000,000 General Aggregate (other than Products/Completed Operations)
- \$2,000,000 General Liability-Products/Completed Operations
- \$1,000,000 Personal and Advertising injury

- \$ 100,000 Fire Damage Legal Liability

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

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

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

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

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

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

F. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Consultant/Contractor, and/or its subcontractors, or their insurance carriers. The County does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Consultant/Contractor's interest or liabilities, but are merely minimums. The obligation of the Consultant/Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Consultant/Contractor in the event that the County or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance.

G. The classification code numbers appearing on the Commercial General Liability coverage parts shall not exclude the symbols "X-C-U".

H. The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection provided for Commercial General Liability or

for Business Automobile Liability, either individually or in combination with the Excess/Umbrella Liability, must total \$1,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the County of Roanoke and Roanoke County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

I. The certificate holders on the Accord form Certificates of Insurance shall be:

Western Virginia Regional Jail

5885 W River Road
Salem, VA 24153
Attn: Purchasing Dept.

J. **Claims Made Policies**

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

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

BOND REQUIREMENTS SECTION

NOT USED

END

CONTRACT 2024-063
BETWEEN COUNTY OF ROANOKE AND VENDOR NAME
FOR VENDING MACHINE SERVICES FOR WESTERN VIRGINIA REGIONAL JAIL

EXHIBIT 2: SCOPE OF SERVICES and FEE SCHEDULE

REFERENCE: RFP# 2024-063

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

Scope of Services

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

- A. The selected Offeror shall acknowledge and comply with the fact that the following items are prohibited in the secure areas of the Western Virginia Regional Jail:
 1. Cellular devices
 2. Keys
 3. Knives
 4. Tobacco or vaping products or paraphernalia
 5. Cans
- B. The selected Offeror shall acknowledge and comply with the fact that any tools or equipment that are to be brought into the secure areas of Western Virginia Regional Jail will be inventoried by a staff member before being brought into secure areas.
- C. The successful Offeror agrees to fully and properly perform all the work and services in accordance with the Contract, including compliance with the following requirements and providing those items and services as set forth herein.
- D. There shall be no delivery charges, handling charges, or any other cost to WVRJA for products and/or services, except for the pricing of products in the machines, provided as a result of his contract.
- E. WVRJA may, from time to time, require changes in the Scope of Work. Such changes shall be mutually agreed upon by and between WVRJA the Contractor, and shall be incorporated in written amendments to this Contract.

- F. WVRJA reserves the right, for the term of the contract, to reject merchandise it deems unacceptable for any reason. Rejected merchandise shall be immediately removed from the vending machines and shall not be returned for sale. Continuous failure to remove outdated products may be cause for termination of this Contract.
- G. WVRJA reserves the right to increase, decrease, and/or modify types, sizes and locations of machines.
- H. Contractor's employees and any subcontractors shall be trained and competent to provide all services listed in this contract.
- I. Current sales volume averages \$1,300 per month.
- J. Use of WVRJA Facilities
 - 1. Contractor shall make no use of the designated premises other than the purpose that is outlined in this Contract.
 - 2. Contractor shall abide by all applicable Federal, State, and/ or local laws, statutes, regulations, or ordinances concerning vending services as described in this Contract.
 - 3. Contractor shall be responsible for any and all damage to any WVRJA property resulting from Contractor's negligence or operation.
- K. Codes and Standards.
 - 1. Work shall conform to all applicable local, state, and federal building safety codes, ordinances and regulations. The Offeror shall be properly licensed.
 - 2. The Successful Offeror shall furnish, without extra charge, any additional materials and/or labor as may be required for compliance with laws, rules, and/or regulations though such materials and/or labor are not specifically set forth in the Request for Proposal.
 - 3. All fixtures and materials shall be new, free from defects, and of the make, brand, and/or quality as accepted by WVRJA.
 - 4. The contractor, and the contractor's employees and/or subcontractors, shall be trained competent personnel, and shall abide by all applicable Federal, State, or local laws, statutes, regulations, or ordinances concerning vending services as described in the RFP.
 - 5. The successful offeror shall be responsible for any and all damage to any WVRJA property resulting from the Successful Offeror's operation.

L. Utilities and Other Considerations.

WVRJA will provide water service, electricity, heating, and air conditioning of the designated premises; however, **WVRJA assumes no liability for temporary interruptions** due to machine breakdown, power failure, or like causes. The Contractor shall exercise the same degree of care and economy regarding the use of utilities at WVRJA as would be exercised if he/she was paying for such utilities.

M. Equipment

1. Contractor shall provide a suggested solution, including the total number of vending machines, to meet the current needs of the facility. There are currently a total of five (5) vending machines in various locations throughout the facility.
2. All equipment furnished under this Contract shall be warranted by the Contractor to be free of defects and fit for its intended use.
3. All vending machines provided by the vendor shall be new, current, state-of-the-art equipment. All machines shall accept major credit cards and legal U. S. tender; and include payment mechanisms which accept credit cards and all combinations of dollar bills, nickels, dimes, and quarters, and utilize dollar bill validate. In addition, each machine shall be able to provide accurate change.
4. Contractor shall keep be responsible for keeping all vending machines clean, orderly, in sanitary condition and operational for business. Contractor shall be responsible for the maintenance, cleaning, and repair of all vending machines. In the event that a machine cannot be repaired on-site, a substitute machine must be provided for the duration of the repair. WVRJA shall determine if substitute and/or repaired machines are in acceptable condition. Should a machine be deemed unacceptable, the Contractor shall replace it with an acceptable machine as soon as possible.
5. The Successful Offeror shall supply a list of equipment after installation showing the location, type of machine and serial number of each vending machine. The **WVRJA will assume absolutely no liability of any kind for machines placed that are not shown on this list.** For those items on the list, it is the responsibility of the Successful Offeror to obtain that protection deemed necessary to protect its interests.
6. WVRJA will not be liable for any loss that may result from interruption or failure of power supply to any vending services.
7. After installation of the vending machines, Contractor shall supply a list of equipment including the location, type of machine, and serial number for each machine.

8. WVRJA will assume absolutely no liability of any kind for machines placed on the property that are not shown on this list.
9. It shall be the responsibility of the Contractor to obtain any protection deemed necessary to protect any/all vending machines as well as the vendor's interests.
10. All machines shall be appropriate for the type and kinds of foods and/or drinks being distributed (e.g., refrigerated or non-refrigerated, where applicable.)
11. All vending machines shall comply with all accessibility requirements established by the federal, state, and local guidelines.

N. Locations

Vending machines shall be located in several locations throughout the facility, including, but not limited to, the Main Lobby, the Officers' Dining Room, the Staff Dining Room and the Administrative Breakroom. Locations and number of locations are subject to change.

O. Equipment Repair

1. All equipment furnished under this proposal shall be warranted by the Successful Offeror to be free of defects and fit for the intended use.
2. All machines shall be serviced on a regular basis (Monday through Friday), on-call, and/or as needed. The Contractor shall determine and provide a service schedule based upon usage at WVRJA. The Contractor shall check in with designated contact at each location each time machines are serviced.
3. The Contractor shall provide a telephone number where they can be reached during normal business hours. A response time of no more than 24 hours shall be required for the service and/or repair of machines that are not working properly.
4. Offerors should outline the method utilized in handling maintenance, emergency service, and repairs in their proposal.

P. Signs/Advertisements

1. Prices for each item shall be plainly posted on each machine.
2. Only appropriate product advertising will be allowed on the vending machines. WVRJA reserves the right to approve all product advertising.

Q. Price Changes

Pricing shall remain in force for the term of this Contract, and for any renewal period, unless modified by mutual agreement of both parties.

R. Refunds

Contractor shall be responsible for all refunds. A uniform system of refunding be responsible money, in a timely manner, due to machine failure or faulty product, and acceptable to WVRJA, shall be in operation.

S. Products and Product Quality

1. Vending machines shall be stocked at all times with fresh products of current manufacture that are within their expiration date. All dated products shall be removed from machines no later than the expiration date shown on the product. All merchandise kept for sale will be subject to inspection and approval.
2. Contractor shall supply a Plan-O-Gram including a variety of cold beverages and packaged foods, with several suggested products, and the general price range of suggested products, with their bid.
3. Contractor shall include in the plan the types of cold beverages listed below. **Also beverages must be in bottles;** no cans are allowed.
 - a. Variety of soft drinks, including, but not limited to, cola, diet cola, and clear (lemon-lime type) soft drink.
 - b. Energy drinks
 - c. Cold coffee drinks
 - d. Iced teas
 - e. Bottled water
 - f. Juice(s)
 - g. No hot beverages are requested.
4. Contractor shall provide a suggested variety of food items to be stocked in the Plan-O-Gram, including, but not limited to, the following types of food:
 - a. Breakfast pastries
 - b. Candy
 - c. Cookies
 - d. Crackers
 - e. Potato chips
 - f. Other chips (for example, corn chips)
 - g. Pretzels

T. Samples

- a. If the Contractor is selected to participate in interviews and/or negotiations regarding this Request for Proposal, contractor shall provide 3-4 products for the panel to sample at one or more of those meetings.
- b. Contractor may be requested to furnish, at any time, samples of proposed or requested items. Any item(s) so requested shall be furnished at no cost to WVRJA within (5) business days of request.

U. Installation

- 1. Machines shall be installed at WVRJA; however, title ownership of each machine shall be retained by the Contractor, who shall be responsible for the equipment at all times and in all aspects. WVRJA will neither own nor rent the machines in conjunction with this Contract.
- 2. Upon installation, the Contractor shall furnish WVRJA with a list of machines by location indicating machine capacity, product selection and size, serial numbers and date of installation.

V. Commission

Each offeror shall submit with their bid a percentage fee (shown in the table below) that will determine the amount the contractor shall pay WVRJA. The percentage fee shall be multiplied by the net receipts for each calendar month that the vending machines are located at WVRJA. This commission shall be paid to WVRJA no later than the 10th of the following month. There shall not be a fixed flat or minimum fee.

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

FEE SCHEDULE

ITEM	PERCENTAGE FEE
Drinks/Beverages (bottles only)	
Packaged Snacks	
Fresh Food products	

RFP No. 2024-063
FOR VENDING MACHINE SERVICES FOR WESTERN VIRGINIA REGIONAL JAIL

ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST

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

I. General Information

Offeror's (Legal Business) Name: _____

Doing Business As (If Different Name): _____

Person to Contact Regarding this RFP (Name): _____

Telephone Number: _____

Email Address: _____

Check type of organization:

Corporation _____ Partnership _____ Sole Proprietor (Individual) _____

Other (describe) _____

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

Have you ever operated under another name? Yes _____ No _____

If yes -

Other name: _____

Number of years in business under this name: _____

State license number under this name: _____

II. Organization of Firm

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

organizational chart denoting all positions and the number of personnel in each position.

III. Financial Condition of Offeror

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

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

IV. Experience

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

V. References

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

VI. Conditions of Offeror's Proposal

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

VII. Conflict of Interest

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

OR

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

Name	Address
_____	_____
_____	_____
_____	_____

VIII. Convictions and Debarment

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

1. In the last ten years, has your organization or any officer, director, partner, owner, project manager, procurement manager or chief financial officer of your organization:
 - a. ever been found guilty on charges relating to conflicts of interest?
Yes No

2. a. Is your organization or any officer, director, partner or owner currently debarred or enjoined from doing federal, state or local government work for any reason?
Yes No

b. Has your organization or any officer, director, partner or owner ever been debarred or enjoined from doing federal, state or local government work for any reason?
Yes No

IX. Compliance

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

1. Has your organization:
 - a. ever been terminated on a contract for cause?
Yes No

X. Confidential & Proprietary Information

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

Page Number	Section	Description of Confidential and/or Proprietary Information

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

RFP # 2024-063
Vending Services for Western Virginia Regional Jail

Attachments:

The following items should be included with your RFP response. Place a check mark on the line next to each applicable item submitted with your proposal. Write N/A (not applicable) on the line next to those items that do not apply to your response. Offerors must submit one (1) unbound original and three (3) full copies of their proposal response.

Signature Page (Pg. 2) of RFP _____

Removable Media Containing Redacted Version of Proposal _____

Attachment B (Proposal Response And Checklist) to RFP _____

1. Organization of Firm _____
2. Financial Reports _____
3. Experience _____
4. References _____
5. Conditions of the Proposal (If Applicable) _____
6. Debarment Explanation (If Applicable) _____
7. Compliance Explanation (If Applicable) _____
8. Exhibit 2 Scope of Work/Fee Schedule _____