CITY OF ROANOKE, VIRGINIA

REQUEST FOR PROPOSAL

FOR

INMATE COMMISSARY SERVICES

RFP NUMBER 15-09-04

OPENING DATE: AUGUST 17, 2016

OPENING TIME 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011. This document may be viewed and/or downloaded from the City of Roanoke Purchasing Division's Vendor Self Service website at https://vss.roanokeva.gov or from the Purchasing Division's website at www.roanokeva.gov/purchasing. If you have any problems accessing the documents, you may contact Purchasing at (540) 853-2871 or purchasing@roanokeva.gov.

THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS

Date of RFP: July 7, 2016

REQUEST FOR PROPOSAL (RFP)

RFP No. 15-09-04
Issue Date: July 7, 2016
Commodity Code: 98940, 96138, 95844, 96136, 99821, 97725, 96240, 95284

Title: Inmate Commissary Services

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

Sealed proposals will be received on or before **2:00 P.M., August 17, 2016** 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.

If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

All questions must be submitted before 5:00 p.m., August 3, 2016. If necessary, an addendum will be issued and posted to the City Vendor Self Service website at https://VSS.roanokeva.gov and to the Current Bids/RFP Requests tab on City website at www.roanokeva.gov/purchasing.

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

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

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

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. 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.

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

_____By:_____
(Signature in Ink)
_____Name:_____
(Please Print)
_____ Zip: _____Title:_____

Phone: _____FAX:_____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number:_____

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CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
INMATE COMMISSARY SERVICES
RFP NO. 15-09-04

INTRODUCTION

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide inmate commissary 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) 853-2871, or from the City's Vendor Self Service web site at https://VSS.roanokeva.gov or from the Purchasing Division's website at www.roanokeva.gov/purchasing.

There are two **mandatory** preproposal conferences scheduled for **10:30a.m.** on **July 26 and July 27, 2016** in the **Purchasing Conference Room, located in the Noel C. Taylor Municipal Building, Room 206, 215 Church Avenue, Roanoke, Virginia 24011.** It is **required** that Offerors attend at least one conference to participate in the RFP process.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **August 17, 2016** in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable**.**

Each proposal, one (1) **original, marked as such** and four (4) **copies, marked as such**, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation **"Inmate Commissary Services", RFP No. 15-09-04** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

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

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal,

and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

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

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.

Inquires or information regarding procurement procedures and/or proposal submission to this RFP shall be directed to Monica Cole, Senior Buyer, at (540) 853-5268.

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

If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at 540-853-5268, by fax at 540-853-1513, or by email at monica.cole@roanokeva.gov.

Respectfully,

Monica Cole
Senior Buyer

Date: July 7, 2016

City of Roanoke, Virginia

Request for Proposal No. 15-09-04
Inmate Commissary Services

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of inmate commissary services for inmates incarcerated at the Roanoke City Jail, including but not limited to inventory control, operation of the inmate canteen and provision of a Trust Accounting System to account for inmates' personal funds.

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

SECTION 2. BACKGROUND.

The Roanoke City Jail is a nationally accredited facility holding accreditations from the American Correctional Association and the National Commission on Correctional Health Care. The Roanoke City Jail opened in 1979. It is podular in design and currently has 333 cells and 831 beds distributed throughout four floors. It houses minimum, medium and maximum security inmates which include local, state and federal inmates. The average daily population is approximately 600 inmates. Approximately 27 inmates are booked into the facility daily.

Commissary Services must be provided offsite from the Successful Offeror's warehouse. Inmates may currently purchase goods from the commissary at least three times per week. All sales are made via the inmate phone ordering system. Goods will be packaged and delivered back to the Roanoke City Jail.

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 Monica Cole, Senior Buyer at (540) 853-5268.

B. Until such time that an award is published, direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result in disqualification of Offeror's proposal.

C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.

1. Organizational structure of firm and qualifications of management personnel.

   Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position. (See Attachment C)

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 C)

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

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

5. Price.

   Prospective Offerors must submit the price such Offeror proposes to charge the City for providing the required services and/or items, including all fees and costs and how they are calculated, **together with all benefits and/or revenue payments they propose to make to the City.** (See Attachment C)

6. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.

7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.

8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.

9. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services. (See Attachment C)

10. The conditions, if any, of the proposal. (See Attachment C)

D. Each Offeror should provide the names, addresses, and telephone numbers of at least five (5) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contract, number of years in use, and phone number. (See Attachment C)

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

F. Include a comprehensive description of how the Offeror proposes to provide the requested goods and services. Offeror should include in its proposal the following details: Transition and/or implementation plan(s) and schedule(s), as well as, information and description regarding the Offeror's financial and tracking software proposed for providing commissary services, including screenshots of the user experience of the proposed software (please limit screenshots to a maximum of five pages).

F. Responses to this RFP must be in the prescribed format (Attachment C – Proposal Response and Checklist).

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

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

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

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

J. NOT USED.

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

L. 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).

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

SECTION 4. MISCELLANEOUS.

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

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

C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be posted on Vendor Self Service (VSS) at https://VSS.roanokeva.gov as well as the Current Bids/RFP Requests tab on the Purchasing Division's web page at

www.roanokeva.gov/purchasing. **However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City.**

D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.

F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.

G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.

H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.

I. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.

K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.

L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.

M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.

N. Insurance Requirements.
Awarded 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 awarded Offeror, or any of its subcontractors, under any resultant Contract. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and

conditions attached to this RFP. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City 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 the City Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

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

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

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

The Successful Offeror shall provide inmate commissary services and all associated work for the inmates located within the Roanoke City Jail. The Services shall be provided a minimum of three (3) times per week.

The Successful Offeror shall be responsible for the operation of the inmate canteen. The Successful Offeror establish proper operational procedures to ensure the efficient, effective, and accountable operation of the canteen. The Successful Offeror shall strictly adhere to the Roanoke City Jail rules, regulations and guidelines, including but not limited to, all mandatory PREA compliance training and policies.

Offeror shall stock the commissary with a large selection of items and quality products. The facility shall approve all items carried in stock. For Offeror's reference, a Sample Commissary Order form listing the items stocked in the canteen is included herein as Attachment A.

Offeror shall maintain ample stock of goods to assure successful operation of canteen. The City will require every order to be filled. No shortages, no substitutions.

Purchase and payment for inventory shall be the sole responsibility of Successful Offeror.

Offeror shall deliver commissary orders to the facility in a company owned truck and deliver commissary to the inmates.

Offeror must secure and pay all federal, states taxes and local licenses, permits and fees required for the delivery of commissary services. Such taxes and licenses shall be secured and paid for by the Contractor during the entire contract term.

Offeror shall provide to the Chief Deputy a monthly reports on gross sales, line item sales amounts, and number of welfare transactions.

Offeror should keep full and accurate accounts of sales and other records related to the commissary services covered by this Agreement. All such records shall be retained by the Contractor for a period of three (3) years and may be audited by the facility at any time, during regular working hours.

Offeror should provide two deposit kiosks to be placed in the lobby/waiting areas of the Roanoke City Jail for friends and family to deposit money on their inmate's account. Fees for a cash deposit are not to exceed $3.00. Kiosks shall be installed and functional within 60 days of signed agreement.

Offeror should provide a booking manager to be placed in the booking area of the facility. Inmates will deposit all cash into the kiosk upon intake. No fee will be accepted at this kiosk. The booking manager shall be installed and functional within 60 days of signed agreement.

A contingency plan should be outlined in Offeror's Proposal in which the Roanoke City Jail is serviced from another warehouse located within the state of Virginia.

The Successful Offeror's solution shall integrate with Facility's existing jail management program (Southern Software) and inmate phone service provider (Securus) to ensure the continuity and effectiveness of commissary sales and fulfillment.

The Successful Offer should attend meetings with Facility's staff when requested and meet at least once every three (3) months with the Chief Deputy to review operations.

All contractor employees are required to have passed drug-testing procedures and will have background checks done by the facility on a routine basis.

<u>Operations</u>

The Successful Offeror shall provide menus shall show items available and their current prices. Menus will be posted in the housing units.

Inmates should enter the requested items into the facility's inmate telephone system. The vendor's technology will be required to interface with the Roanoke City Jail's telephone and

offender management system service providers. The system will inform the inmate of their account balance available for commissary purchases, and the accounting program will update the inmate's account during the transaction, real time.

After all the inmate orders have been processed, they will be downloaded to the contractors off-site warehouse facility.

Successful Offeror will then be responsible to package inmate orders in heat sealed, clear plastic bags and sorted according to cell block or pod arrangement. Orders are then delivered, in Offeror owned truck, to Roanoke City Jail for distribution.

SECTION 7. EVALUATION CRITERIA.

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

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

B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).

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

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

E. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.

F. The quality of Offeror's performance in comparable and/or similar projects.

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

H. Offeror's willingness to accept the City's sample contract. (If Applicable)

SECTION 8. SELECTION PROCESS.

A. Pursuant to Section 2.2-4302.2 (A)(3) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole

determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Manager or City Manager's designee) shall select the Offeror which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

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

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

SECTION 9. 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 City 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.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment B to RFP No.15-09-04 contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes

or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

END

ATTACHMENT A
TO
RFP 15-09-04

SAMPLE COMMISSARY ORDER FORM

(2 PAGES)

Roanoke City Jail

Roanoke City Jail

Name: Inmate Number: Commissary Balance:

Location: Balance as _____

Candy

2042	SNICKERS KING SIZE	**2160**	PAYDAY CANDY
2045	BUTTERFINGER	**2169**	3 MUSKETEERS
2050	BABYRUTH	**2201**	FIVE FLAVOR
2068	M&M PEANUT KING SIZE	**2204**	JOLLY RANCHER KISS
2070	TWIX CARAMEL	**2206**	FIRE JOLLY RANCHER
2085	REESES P/B CUP LS	**2207**	BUTTERSCOTCH
2086	KIT KATS	**2209**	SOUR FRUIT BALLS
2102	PEANUT BAR	**2211**	PEPPERMINT BUTTONS
2108	OREOS	**2213**	SF WILD FRUIT
2109	FIG BAR	**2217**	FIREBALLS
2120	CHICK-O-STICK		

Clothing

1953	WAVE CAP (2 PK)	**8221**	THERMAL BOTTOM 2XL
8001	TUBE SOCKS	**8228**	THERMAL TOP 3XL
8102	T-SHIRT (MED)	**8230**	THERMAL BOTTOM 3XL
8103	T SHIRT (LG)	**8401**	PANTIES (SM)
8104	T SHIRT (XL)	**8402**	PANTIES (MED)
8105	T SHRIT (2XL)	**8403**	PANTIES (LG)
8106	T SHIRT (3XL)	**8404**	PANTIES (XL)
8107	T SHIRT (4XL)	**8405**	PANTIES (2XL)
8207	BOXERS (SM)	**8407**	SPORTS BRA-32
8208	BOXERS (MED)	**8408**	SPORTS BRA 34-36
8209	BOXERS (LG)	**8409**	SPORTS BRA 38-40
8210	BOXERS (XL)	**8410**	SPORTS BRA 42-44
8211	BOXERS (2XL)	**8411**	SPORTS BRA 46
8212	BOXERS (3XL)	**8525**	VELCRO TENNIS SHOE 5
8214	MED THERMAL TOP	**8526**	VELCRO TENNIS SHOE 6
8215	LG THERMAL TOP	**8527**	VELCRO SHOES (7)
8216	XL THERMAL TOP	**8528**	VELCRO SHOES (8)
8217	THERMAL TOPS XXL	**8529**	VELCRO SHOE (9)
8218	MED THERMAL BOTTOM	**8530**	VELCRO SHOE (10)
8219	LG THERMAL BOTTOM	**8531**	VELCRO SHOE (11)
8220	XL THERMAL BOTTOM	**8532**	VELCRO SHOE (12)

Liquids

4001	SUN-UP TEA W/LEMON	**4422**	MOUNTAIN DEW
4104	SUGAR SUB. (10)	**4450**	PEPSI
4105	CREAMER(10)	**4451**	DIET PEPSI
4301	FRUIT PUNCH-SF	**4454**	ORANGE CRUSH
4303	SF ORANGE DRINK	**4471**	HI-C ORANGE DRINK BX
4304	SF LEMONADE MIX	**4473**	HI-C FRUIT PUNCH BOX
4305	SF ICED TEA MIX	**4606**	SIERRA MIST
4411	BOTTLED WATER		

Miscellaneous

6001	LEGAL PAD	**6202**	TUMBLER W/LID
6007	PLAIN ENVELOPES	**6209**	SOAP BOX
6010	LEGAL SIZE ENVELOPE	**6210**	TOOTHBRUSH HOLDER
6011	STAMPED ENVELOPE	**6301**	DECK OF CARDS
6013	STAMP BOOK/10	**6302**	PINOCHLE CARDS
6014	ONE STAMP	**6303**	DOMINOES
6023	COLORED PENCILS	**6304**	CHECKERS
6029	DICTIONARY ENGLISH	**6305**	CHESS GAME
6038	DICTIONARY SPANISH/ENGLISH	**6314**	HEADPHONES (EARBUDS)
6066	WHITE WRITING PAD	**6321**	AA BATTERY
6071	SECURITY FLEX PEN	**6323**	BATTERY AAA SIZE
6101	FRIENDSHIP CARD	**6344**	AM/FM RADIO
6103	BIRTHDAY/CARD	**6401**	READING GLASSES 1.25
6105	GOD'S LOVE/CARD	**6408**	READING GLASSES 2.5
6109	I LOVE YOU/CARD	**6411**	READING GLASSES 1.75
6125	FLEX PENCIL	**6520**	BIBLE

*Prices do not include sales tax.

Roanoke City Jail

Roanoke City Jail

Name: Inmate Number: Commissary Balance:

Location: Balance as _____

Personal Hygiene

1204	IRISH SPRING SOAP	**1706**	AFTER SHAVE
1229	DIAL SOAP	**1709**	RAZOR
1231	DOVE SOAP	**1710**	COMB 5"
1304	LARGE - SHAMPOO	**1713**	AFRO PICK
1311	LRG - CONDITIONER	**1719**	CLUB BRUSH
1317	DANDRUFF SHAMPOO	**1801**	CURL ACTIVATR
1401	LADY SPEED STICK	**1805**	BLUE MAGIC
1403	MENNEN SPEED STICK	**1808**	POMADE
1405	GENERIC STICK	**1823**	SULFUR 8
1504	TOOTHPASTE-GEL	**1837**	SCRUNGIE
1505	TOOTHPASTE	**1903**	ASPIRIN
1511	DENTURE ADHESIVE	**1904**	TYLENOL
1517	MOUTHWASH	**1906**	VITAMINS
1519	DENTURE CLEANSER/24	**1907**	IBUPROFEN TABS (2)
1533	SHORT TOOTHBRUSH	**1911**	COUGH DROPS
1601	BABY POWDER	**1918**	ANTIFUNGAL CREAM
1605	GENERIC LUBIDERM	**1920**	ACNE CREAM
1608	BABY OIL	**1922**	VAGINAL ITCH CREAM
1617	PETROLEUM JELLY	**1925**	EYE DROPS
1618	MEDICATED SKIN CREAM	**1927**	CHAPSTICK
1655	MULTI PURPOSE CONTACT SOLUTION	**1962**	TAMPAX
1703	SHAVING CREAM - TUBE	**1963**	SANITARY NAPKINS
1704	MAGIC CREAM SHAVE		

Phone Transfer

7001	PHONE TRANSFER $1.00	**7050**	PHONE TRANSFER $50.00

Snacks

5001	(LG) PLAIN CHIPS	**5342**	DUPLEX COOKIE-TRAY
5002	(LG) BBQ CHIPS	**5343**	VANILLA COOKIE-TRAY
5003	(LG) FRITOS	**5344**	CHOCOLATE COOKIE TRA
5004	(LG) CHEETOS	**5401**	CINNAMON BUN
5005	BUFFALO HOT WING CHP	**5407**	HI PROTEIN BROWNIE BAR
5006	DORITOS NACHO CHEESE	**5409**	CHOCOLATE CUP CAKE
5009	PORK SKINS (HOT)	**5416**	CRUNCH DOUGHNUTS
5013	SALT & VINEGAR LSS	**5431**	BROWN SUGAR & CINN
5034	ROLD GOLD PRETZELS	**5432**	STRAWBERRY POP TART
5041	RUFFLES, CHEDDAR CHP	**5434**	CHOCOLATE DOUGHNUTS
5043	BBQ FRITOS	**5438**	HONEY BUN
5047	COMBO-PIZZA FLAVOR	**5601**	MEAT STICKS
5053	SALTED PEANUTS 2 OZ	**5605**	CHEESE SPREAD
5103	SUNFLOWER KERNELS	**5607**	P/B SQUEEZERS
5105	GRANOLA BAR	**5610**	DILL PICKLE
5129	BOLD & ZESTY CHEX MX	**5626**	JELLY SQUEEZERS
5137	STRAWBERRY NUTRIGAIN	**5628**	JAPLEPENO CHEESE
5172	JALAPENO PIECES	**5635**	BEEF SUMMER SAUSAGE
5206	CHEEZ-IT	**5664**	MUSTARD 10PK
5208	8 CT. SALTINE CRACKER	**5665**	KETCHUP 10PK
5216	P/B CHEESE CRACKERS	**5667**	MAYONAISE SQUEEZER
5217	CHEESE&WHEAT	**5749**	HOT CHILI WITH BEANS
5221	TORTILLA SHELLS	**5766**	CHICKEN POUCH
5300	FAMOUS AMOS COOKIES	**5773**	TUNA POUCH
5304	BIG CHOC CHIP	**5780**	SALT (10) PAK
5307	MOON PIE (CHOCOLATE)	**5781**	PEPPER (10) PAK
5308	MOON PIE (BANANA)	**5816**	RANCH SQUEEZER
5309	MARSHMALLOW SNAX	**5929**	HOT SAUCE 10PK
5321	FUDGE BROWNIE		

ATTACHMENT B
TO
RFP 15-09-04

CITY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND
_____
FOR _____

This Contract # _____ is dated _____, 20___, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and _____
(legal name and address of contractor

hereinafter referred to as the "Contractor," **{NOTE: Use one of the following if applicable.} {a _____ corporation.} {an Individual.} {a _____Partnership.} {a _____Limited Liability Company.}**

WITNESSETH:

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

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

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City 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 Services (Exhibit 2).
3. Fee Schedule (Exhibit 3).
4. Request for Proposal No. 15-09-04, which is incorporated herein by reference.

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

SECTION 2. CONTRACT AMOUNT.

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed $_____ , as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

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 the City.

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 at least sixty (60) days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within thirty (30) 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 the City

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

SECTION 5. PAYMENT.

A. The City and Contractor agree that the City will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the City. Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting City department/division. Payment of such invoices shall be the responsibility of the department/division.

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

SECTION 6. SALES TAX EXEMPTION.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

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 City personnel making the request and accepted by the City.

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 the City upon receipt and acceptance of such items by the City.

SECTION 8. INSPECTION.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City 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 the City 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 the City 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 the City, any items, material, equipment, or part of the item that is found by the City 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 the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or 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 the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 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 included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City'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 the City within 30 days of the execution of this Contract or as otherwise required by the City'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, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

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

SECTION 23. ASSIGNMENT.

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

SECTION 24. CONTRACTUAL DISPUTES.

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

SECTION 25. SUCCESSORS AND ASSIGNS.

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

SECTION 26. HEADINGS.

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

SECTION 27. COUNTERPART COPIES.

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

SECTION 28. AUTHORITY TO SIGN.

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

SECTION 29. NOTICES.

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

To City:	City of Roanoke _____ _____ _____ Roanoke, Virginia 2401X
Facsimile:	(540) 853-XXXX
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW Roanoke, Virginia 24011
Facsimile:	(540) 853-1513
If to Contractor:	_____ Attn: _____, President/CEO _____ _____
Email Address:	_____
Phone:	_____

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

SECTION 30. PROTECTING PERSONS AND PROPERTY.

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

SECTION 31. CONTRACT SUBJECT TO FUNDING.

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

SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.

The City, 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 the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.

2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 33. 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 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

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

SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.

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

also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 36. ENTIRE CONTRACT.

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

SIGNATURE PAGE TO FOLLOW.

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

WITNESS: (**Full Legal Name of Contractor**)

_____ By_____

_____ _____
Printed Name and Title Printed Name and Title

(SEAL)

CITY OF ROANOKE, VIRGINIA

WITNESS:

_____ By_____
City Manager or Authorized City Representative

_____ _____
Printed Name and Title Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

_____ _____
City Attorney Director of Finance

Approved as to Execution:

Account #_____
CT#_____
Date_____

_____
City Attorney

EXHIBIT 1
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR_____

REFERENCE: ITB# _____

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS SECTION

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

A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.

B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:

(1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

(2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

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

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

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

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

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

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

$1,000,000.00 each occurrence limit

(2) Automobile Liability: $1,000,000.00 combined single limit

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

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

$100,000.00 Bodily Injury by Accident each occurrence

$500,000.00 Bodily Injury by Disease Policy Limit.

$100,000.00 Bodily Injury by Disease each employee.

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

such umbrella liability policy follows the form of the underlying primary coverage.

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

(6) **Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.**

D. Proof of Insurance Coverage:

(1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.

(2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

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

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

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

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance

specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

EXHIBIT 2
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR_____

REFERENCE: RFP#15-09-04

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:

The final Scope of Services will be negotiated with the Successful Offeror.

EXHIBIT 3
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR_____

REFERENCE: RFP#15-09-04

FEE SCHEDULE

The final Fee Schedule will be negotiated with the Successful Offeror.

ATTACHMENT C
TO
RFP#15-09-04

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** 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 City. Each reference should include organizational name, official address, contact person, title of contact, and phone number.

VI. Proposed Solution.

Each Offeror should provide as **Attachment 5**, its comprehensive plan for providing the requested goods and services, including but not limited to its transition and/or implementation plan(s) and schedule(s), as well as, information and description regarding the Offeror's financial and tracking software proposed for providing commissary services, including screenshots of the user experience of the proposed software (please limit screenshots to a maximum of five pages).

VII. Conditions of Offeror's Proposal

Offeror shall submit as **Attachment 6**, any conditions to the Offeror's proposal or exceptions to the sample contract (Attachment B to the RFP).

VIII. 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 City of Roanoke or has no responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom.

OR

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

Name	Address
_____	_____
_____	_____
_____	_____

IX. Convictions and Debarment

If you answer yes to any of the following, state on **Attachment 7** 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 ___

X. 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 8**.

1. Has your organization:

a. ever been terminated on a contract for cause?
Yes ___ No ___

XI. 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 City must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on CD or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information and shall be labeled as such. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.

Attachments:

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

Signature Page (Pg. 2) of RFP _____

Removable Media Containing
Redacted Version of Proposal _____

Attachment C (Proposal Response
And Checklist) to RFP 15-09-04 _____

1. Organization of Firm _____
2. Financial Reports _____
3. Experience _____
4. References _____
5. Proposed Solution _____
   a. Implementation/Transition Plan
   b. Implementation/Transition Schedule
   c. Software description
   d. Software screenshots
6. Conditions of Proposal (If Applicable) _____
7. Debarment Explanation (If Applicable) _____
8. Compliance Explanation (If Applicable) _____