



# ROANOKE COUNTY

## FINANCE & MANAGEMENT SERVICES DEPARTMENT PURCHASING DIVISION

### REQUEST FOR PROPOSALS Non Professional Services

**RFP # 2021-100**  
**Food Services for the Western Virginia Regional Jail**  
**OPENING DATE: June 8, 2021**  
**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 the County 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: May 18, 2021**

# REQUEST FOR PROPOSAL

RFP No. 2021-100

Issue Date: May 18, 2021

## Title: Food Services for the 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: [drago@roanokecountyva.gov](mailto:drago@roanokecountyva.gov)**

Sealed proposals will be received on or before **2:00 P.M., June 8, 2021** 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 June 3, 2021. If necessary, an addendum will be issued and posted to the County 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 the County, at the originally scheduled hour.

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

The County 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.

**Legal Name and Address of Firm:**

Date:

By:

(Signature in Ink)

---

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

Zip:

Title:

Phone:

Business License#

Virginia State Corporation Commission Identification Number:

**TABLE OF CONTENTS**  
**REQUEST FOR PROPOSAL NO. 2021-100**  
**Food Services for the Wester Virginia Regional Jail**

**Contents**

<b>INTRODUCTION .....</b>	<b>4</b>
<b>SECTION 1. PURPOSE.....</b>	<b>6</b>
<b>SECTION 2. BACKGROUND.....</b>	<b>6</b>
<b>SECTION 3. INSTRUCTIONS TO OFFERORS.....</b>	<b>6</b>
<b>SECTION 4. MISCELLANEOUS.....</b>	<b>9</b>
<b>SECTION 5. PROTESTS.....</b>	<b>11</b>
<b>SECTION 6. SERVICES AND/OR ITEMS REQUIRED.....</b>	<b>12</b>
<b>SECTION 7. EVALUATION CRITERIA.....</b>	<b>23</b>
<b>SECTION 8. SELECTION PROCESS.....</b>	<b>24</b>
<b>SECTION 9. COOPERATIVE PROCUREMENT.....</b>	<b>25</b>
<b>SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.....</b>	<b>25</b>
<b>ATTACHMENT A: SAMPLE CONTRACT .....</b>	<b>26</b>
EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS ..	39
EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE .....	44
<b>ATTACHMENT B: PROPOSAL RESPONSE AND CHECKLIST .....</b>	<b>45</b>

**COUNTY OF ROANOKE, VIRGINIA  
REQUEST FOR PROPOSAL  
FOR  
Food Services for the Western Virginia Regional Jail  
**RFP NUMBER 2021-100****

**INTRODUCTION**

The County of Roanoke, Virginia, on behalf of Western Virginia Regional Jail Authority (WVRJA), is seeking proposals from qualified Offerors which would be able to provide food services for the inmates of the Western Virginia Regional Jail. The specifications given are to have the contractor provide the staff, food, and materials to serve meals prepared in the kitchen at the jail. The proposed service must meet the 4<sup>th</sup> Edition ALDF American Correctional Association (ACA) Standards and applicable addendums, National Commission on Correctional Healthcare (NCCHC) standards, and The Virginia Department of Corrections (DOC) minimum standards for jails and lockups. The instructions, scope of work and specifications for proposals are included in this package for your consideration. It is the intent to award a one-year contract that is renewable for an additional four (4) year period with yearly reviews. The offeror should propose a program where the successful bidder would provide daily food services as well as transportation of the food to the local jails. In addition, the offeror should propose a separate program where the successful bidder proposes to contract with the local jails in order to provide daily meal service in the cases where the previously listed local jails are unable to provide meals to their inmate population due to unforeseen circumstances. The alternative food service programs should include provisions whereby the local jails could join into the proposed program at any time during the contract period, with sufficient notice to the contractor. In addition, the alternative food service programs will require that the contractor provide billing directly to the local jail, and not through the Western Virginia Regional Jail.

These are all 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 the County 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 [drago@roanokecountyva.gov](mailto:drago@roanokecountyva.gov).

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on June 8, 2021 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, one (1) **original, marked as such** and **five (5) 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 **“Food Services for the Wester Virginia Regional Jail”, RFP No. 2021-100** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. 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 the County, at the originally scheduled hour.

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

Project evaluation and award will be accomplished in accordance with this RFP and Section **10.9** of the 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 the County 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 Dawn M. Rago, at (540) 283-8150 or via email at [drago@roanokecountyva.gov](mailto:drago@roanokecountyva.gov). Inquiries for information regarding procurement procedures and/or proposal submission shall be directed to the Purchasing Division.

**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 County is not responsible for any RFP obtained from any source other than the County. Contact Purchasing by phone at (540) 283-8150, or by email at [drago@roanokecountyva.gov](mailto:drago@roanokecountyva.gov).**

Respectfully,

Dawn M. Rago  
Senior Buyer

Date: May 18, 2021

County of Roanoke, Virginia  
Request for Proposal No. 2021-100  
Food Services for the Western Virginia Regional Jail

## SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of food services for the inmates of the Western Virginia Regional Jail. Final scope of services will be negotiated with the successful Offeror.

Contract shall be the property of Roanoke County and the Western Virginia Regional Jail Authority and cannot be assigned, sold, or transferred without prior approval of the Roanoke County Purchasing Division and the Western Virginia Regional Jail Authority who reserves the right to cancel the contract if the contract or company is sold.

## SECTION 2. BACKGROUND.

The Western Virginia Regional Jail is located at 5885 West River Road, Salem, VA 24153. The facility has a rated capacity of 605, but a total of 1024 beds available. At present, WVRJ is averaging an ADP of 775. The support areas, including the kitchen, were designed to accommodate the maximum population. We would require that the Offeror show documentation where they have successfully met ACA and Virginia DOC accreditation standards within the last calendar year (or ACA accreditation cycle). We would require that the Offeror explain specifically how they propose to meet Virginia DOC and 4<sup>th</sup> Edition ACA accreditation standards. The Food Service Facility at the Western Virginia Regional Jail will be a cook-chill service (using blast chilling). In addition to the appropriately responsive bid proposal, the offeror shall submit a complete response specifically detailing how the offeror will comply with 4<sup>th</sup> Edition ALDF ACA Standards and identify the manner in which they will comply as part of their proposal or subsequent presentation.

## 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 Dawn M. Rago at (540) 283-8150.
- 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.

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 County 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 the County of Roanoke or has any responsibility or authority with the County 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 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 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. Price:

Prospective Offerors must submit the price such Offeror proposes to charge the County for providing the required services and/or items, including all fees and costs and how they are calculated. (See Attachment B)

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 B)
10. 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 the County. Each reference should include organizational name, official address, contact person, title of contact, and phone number. (See Attachment B)

E. 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 the County 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 County may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.

H. The County 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 County 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 County.

- J. Only the County will make news releases pertaining to this RFP or the proposed award of a Contract.
- K. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- L. Each Offeror is required to 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 the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by 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. The County Purchasing Division or its designee will issue Addenda that will be posted to the County 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 email 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 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. The County is not responsible for any RFP obtained from any source other than the County.**

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.

The County is not responsible for any RFP obtained from any source other than the County. Contact Dawn M. Rago by phone at 540-283-8150, or by email at [drago@roanokecountyva.gov](mailto:drago@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. The County 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 County reserves the right to reject any proposal if the Offeror fails to satisfy the County 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 County 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 regards to law, code, or regulation compliance. The County 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 the County Procurement Manual, apply to this RFP, unless specifically modified herein. The County's Procurement Manual can be reviewed on the County'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 the County 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 County 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 County, and should be addressed in each Offeror's proposal.

The Contractor shall furnish all management, labor, food, materials and supplies necessary to provide cook-chill food service for the Western Virginia Regional Jail's inmates and staff, including special diet meals, seven days a week, for a period of (1) year. The contract may be extended annually, as agreed by both parties for a maximum of five (5) consecutive years. The Contractor shall include in its proposal the method by which it expects to adjust the price per meal after the first year.

The Superintendent of the Western Virginia Regional Jail or his designee will serve as the agent of the Western Virginia Regional Jail Authority and will be the contact person for the successful Offeror. The agent of the Western Virginia Regional Jail will oversee the performance and completion of the contract pursuant to its terms and receiving, reviewing, and processing billings from the Contractor, conducting periodic inspections of the food service area and reviewing menus.

The contractor is the Offeror with the proposal which receives the award. The contractor shall furnish all management, labor, food, materials, and supplies necessary to provide a cook-chill food service for the Western Virginia Regional Jail for 605 to 1024 inmates and staff, including special diet meals, seven days a week, for a period of (1) year. The contract may be extended annually, as agreed by both parties for a maximum of five (5) consecutive years. The Contractor shall include in its proposal the method by which it expects to adjust the price per meal after the first year.

### **Termination Notice:**

Either party provided a ninety (90) day written notice is given to the other party may terminate this contract. Written notice to the Western Virginia Regional Jail must be sent to the Superintendent of the Western Virginia Regional Jail.

### **Subcontract:**

The Contractor shall not subcontract or assign any portion of the food service operation or its rights or obligations under the contract without prior written consent of the Superintendent of the Western Virginia Regional Jail and the Roanoke County Purchasing Division.

### **Discontinuance of Operation:**

Should it be necessary for the Western Virginia Regional Jail to discontinue operation of the institution for any reason, this contract shall become null and void, or if the contract is not funded by the Western Virginia Regional Jail Authority.

### **Taxes:**

The Western Virginia Regional Jail is exempt from all sales, transportation, and excise taxes. The unit prices for proposal shall be exclusive of all such taxes. Contractor is expected to obtain and pay for and shall keep current all required Federal, State, and local licenses and permits required for operation of food service.

### **Contractor Qualifications and References:**

The Contractor shall provide with its proposal:

- Outlines of the structure of the organization and length of company existence.
- One copy of the latest published annual report for the company or satisfactory written evidence of the financial stability of the organization.
- A list of all current food services contracts with the following information; client, contact person, address, and telephone number, type and size of facility, type of food service operation, date of original contract. Also, please include information as to the facility that is most similar to the Western Virginia Regional Jail in size and population and the facility that is geographically closest to the Western Virginia Regional Jail.
- A list of any correctional and/or food service affiliations.

### **Failure to Perform:**

The Contractor shall perform the work in accordance with specifications. Failure to perform the work as provided herein may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. In the event of such termination, the Contractor shall be liable to Western Virginia Regional Jail Authority for any excess costs for such services. Under circumstances where the Contractor fails to perform in accordance with Specifications, and such failure resulted in any cost incurred by the Western Virginia Regional Jail Authority for failure of the Contractor to abide by the food service agreement with the jail or to perform the necessary services as described herein will be borne by the Contractor. These circumstances include any conditions caused by the Contractor which result or contribute to de-certification by the Virginia Department of Corrections or inability to obtain and maintain accreditation by the ACA.

### **Emergency Conditions:**

If the Western Virginia Regional Jail's kitchen should be damaged by fire, flood, riot or any event that would render the kitchen inoperable, the Food Service vendor will be responsible for providing an alternate food service program to the inmates of the Regional Jail.

## **STAFFING REQUIREMENTS:**

### **A. Food Service Manager:**

The Contractor shall provide a trained Food Service Manager with at least twelve (12) months of experience in institutional Food Service Management in a cook-chill environment or similar experience in correctional facilities, which will work with the administration of the Western Virginia Regional Jail. The Contractor shall provide the contracting Officer with the prospective manager's resume and qualifications. If the selected Food Service Manager has no prior experience in the direct supervision of inmate workers, the Food Service Manager must complete 40 hours of training (or equivalent at the discretion of the Superintendent and consistent with 4<sup>th</sup> Edition ACA Accreditation standards) specifically related to correctional food service management prior to the opening of the facility. Additional training may be required at the discretion of the Superintendent of the Western Virginia Regional Jail. The costs associated with the training are the sole responsibility of the Contractor. Employment of the manager and all other employees of the Contractor at the facility will be subject to review and approval by the Superintendent of the Western Virginia Regional Jail. The Superintendent or his designee reserves the right to require the Contractor to remove any employee of the Contractor from the facility at any time. The Western Virginia Regional Jail Authority retains the right to stipulate in the contract that the current Food Service Manager is employed by any incoming vendor.

### **B. Nutrition Consultant:**

Contractor shall provide a full time qualified nutrition consultant, who is at minimum, a certified licensed dietitian, on its staff for consultation and review of menus. The Western Virginia Regional Jail Authority also reserves the right to consult with another dietitian for review of menus and nutritional information.

### **C. Other Staffing:**

Contractor shall provide sufficient staff at all times to provide for the efficient operation of food service. The offeror shall propose a specific staffing plan, describing how they will staff the Food Service Program in order to meet the requirements of the proposal. The Western Virginia Regional Jail Authority shall attempt to provide sufficient inmate labor for meal delivery, sanitation and other activities that the Jail, and the Contractor, determines can be appropriately handled by inmate labor. The Contractor shall indicate in their Proposal the desired number of inmate workers required in the kitchen, as well as a daily schedule and job positions.

### **D. Minimum Wage:**

The Contractor must pay Minimum Wage as defined by the State of Virginia, or higher wages. Inmates ARE NOT paid.

### **E. Background Investigations:**

Contractor's employees will be subject to a background investigation and security check as is normally required for personnel for the Western Virginia Regional Jail Authority. The Jail reserves the right to deny any Contractor's employees access to the facility who do not meet established security clearances or comply with established Jail rules and regulations. Final selection of all

Contractor employees at the Western Virginia Regional Jail shall be at the approval of the Superintendent or his designee.

F. Physical Examinations:

All employees shall be required to undergo periodic physical exams as specified by the State and local regulations, including annual tuberculosis testing at the Contractor's expense.

G. Orientation and Training:

The Contractor's employees must attend orientation classes and in-service training as mandated by the Western Virginia Regional Jail Authority and the Commonwealth of Virginia. Such training will be provided by the Western Virginia Regional Jail Authority, but employees' salaries for that time are the responsibility of the contractor.

H. Conduct of Contractor's Employees:

The Contractor shall instruct all employees that all rules and regulations, policies and procedures established by the Jail shall be adhered to. In addition:

1. Contractor shall prohibit its employees from personal use of the telephone or office equipment provided for official Jail business.
2. Contract personnel will be prohibited from carrying personal cell phones while inside the jail facility.
3. All Contract personnel shall be required to comply with Western Virginia Regional Jail and the Commonwealth of Virginia's rules and regulations concerning food service.
4. All Contractor personnel will be required to wear identification badges issued by the Western Virginia Regional Jail.
5. All Contract personnel will be required to wear matching professional uniforms provided by the contractor and approved by the Superintendent or his designee.
6. No food, supplies, material or equipment provided, acquired or utilized in the performance of the contract shall be removed from the jail for personal use or used in any manner not provided herein without approval from the Superintendent or his designee.
7. Contractor's employees shall not fraternize with inmates and will be required to abide by strict inmate relationship policies established by the Regional Jail Authority.
8. Supervision of Inmate Workers: The Contractor shall provide sufficient qualified staff to supervise, at all times, any inmates assigned to the food service area while performing their job assignment, including, but not limited to, food preparation, staging of trays, receiving materials and

sanitation. The Contractor shall be responsible for documenting on specified forms and notifying security personnel of rule violations by inmates working in the food service section of the facility. The Western Virginia Regional Jail shall be responsible for taking the necessary steps for disciplinary action, where appropriate. Contractor shall have the right to request that the Jail administration remove inmate staff from assignment to the food service area.

I. Staffing Proposal Requirements:

1. Individual job descriptions and levels of responsibility.
2. Required training and a detailed plan for on the job training and continuing education requirements.
3. The contractor will provide Serve Safe certification and a 40 hour correspondence course in Correctional Food Service Operations provided by the American Correctional Association. All contracted employees hired prior to the opening of the facility must have this required training prior to working inside the jail. Employees hired after the opening of the facility must obtain this required training within 90 days of hire.
4. A detailed sample of scheduled hours for employees.

J. Contract Supervision:

The Superintendent shall appoint a person from his/her staff to oversee the contract. This person shall randomly check for contract compliance. The Contractor shall cooperate with this person in obtaining all requested information. In addition, there will be a correctional officer assigned to the kitchen, in order to maintain security and order.

**FOOD AND SPECIFICATIONS:**

All food shall be provided by the Contractor and prepared on-site and comply with 4<sup>th</sup> Edition ALDF American Correctional Association (ACA) standards, NCCCHC, and the Virginia Department of Corrections minimum standards for Jails and Lockups.

Raw Food:

The following are the minimum specifications for raw food, higher but not lower grades can be purchased. Contractor will use commodities as much as possible.

- (1) Beef, Veal and Lamb shall be of at least USDA Choice.
- (2) Ground Beef-utility or better, not to exceed 25% fat.
- (3) Poultry shall be of at least USDA Grade A.

- (4) Canned fruits and vegetables shall be of at least USDA Grade C.
- (5) Frozen fruits and vegetables shall be of at least USDA Grade B.
- (6) Fresh produce shall be of at least USDA No. 2
- (7) Dairy products shall be of at least USDA Grade A.
- (8) Eggs shall be of at least USDA Grade A Medium.
- (9) The use of Pork products for inmate meals is prohibited.
- (10) Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection, USDA Grade A.

Commodities:

Contractor agrees to assist the Western Virginia Regional Jail in securing surplus food items when minimum quality standards are satisfied and when costs of a given surplus item are less than that available to the Contractor. If surplus food is used, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by the Western Virginia Regional Jail from the US Department of Agriculture. Commodities should not be used in calculating meal prices. Contractor shall follow all recordkeeping requirements of the USDA for purchasing surplus food.

Meal Standards:

All meals must meet current RDA and ACA requirements. Menus shall provide 2800 calories per day. Food will be served in a reasonable variety and at appropriate temperatures. Food that has been served (placed on a tray) shall be discarded if uneaten. Portion sizes shall be specified on the proposed menus as serving (cooked) weight unless otherwise specified. The Offeror shall provide a summary breakdown of the nutritional breakdown of the Proposed Menus. Proposal should include sample menus.

Each Contractor shall submit a four (4) week cycle menu and each week will include 21 meals and comply with ACA standards. No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with portion sizes of each menu item.

1. Menu Description Requirements:
  - a. Menus submitted in the proposal must include clearly defined descriptions of food items.
  - b. The facility's plumbing system is negatively impacted by the introduction of plastic bags into the pipes. For this reason, milk will be distributed to the inmate population in cartons versus bags.
  - c. All menu items must be listed weight or volume measurement (e.g.  $\frac{1}{2}$  c, 3 oz, wt., etc.). All cake, muffin and cornbread portions that are cut in a pan must indicate the size of the cut (e.g. 1/60 cut).
  - d. Meat portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion (e.g. a 10 oz casserole planned to include 2 oz of meat or meat equivalent should be written on the menu as 10 oz (2 oz meat)).

- e. Weight of entrees on menus must be indicated as cooked or raw weights. For those items purchased already fully cooked, it shall be indicated as either prior to reheating or following reheating.
- f. The ground meat to be served must be indicated on the menu. For example, if ground turkey will be utilized in the casserole, that must be indicated on the menu. If diced meat is intended to be served in a casserole, indicate diced in the name.
- g. If imitation cheese is intended to be served, it must be indicated on the menu.
- h. Appropriate condiments to be served must be included on the written menu.

#### Food Inventory:

Contractor shall be responsible for purchasing and receiving all food necessary for preparation of each meal in sufficient quantity to meet the needs of inmates and staff during the period of the contract. The Contractor must maintain, at a minimum, a 30 day supply of foodstuffs on hand. All inventories shall be rotated regularly and the Contractor shall ensure that the food items are not served after the manufacturer's expiration date. Contractor shall retain ownership of such inventory.

#### Meal Counts:

The Western Virginia Regional Jail will order inmate meals, special diet meals and sack meals at times mutually agreeable to the Superintendent or his designee and the Contractor. However, the Contractor shall prepare sufficient additional meals in the event of newly arrived inmates.

#### Cook-Chill Operations and Food Preparation:

The Food Service facility at the Western Virginia Regional Jail is a cook-chill service (using blast chilling). The technique involves the full cooking of food, followed by rapid chilling and storage at controlled temperatures (for up to 3 days). When required, the food must be regenerated before service. Special Diet trays shall be prepared under the direct visual supervision of the contractor staff only. Inmate workers will deliver the carts with trays and beverages to the housing units. If inmate workers do the pre-plating, it shall be under the direct supervision of food service staff.

#### Meal Schedule:

Contractor shall provide three full, nutritionally balanced meals each day at a regularly scheduled times following Virginia DOC, NCCHC, and ACA requirements. Meals for inmates returning late from court or late "book-ins" will be provided as necessary.

#### Jail Staff Meals:

Vendor shall detail their recommendations for implementation of an officer's staff dining program. Vendor shall note any specific needs such as hours of operation, types of meals, etc. Vendor shall ensure that all staff meals are prepared by the Vendor's staff and not by inmate workers. In addition, the vendor shall be responsible for supplying coffee and tea to staff dining. Contractor

shall provide refreshments, when requested by the Superintendent or his designee, for special events such as business meetings, training, etc. The cost of these events will be invoiced separately from the daily meal costs. There will be approximately 204 full time staff at the facility. There is a staff dining room adjacent to the kitchen for the service of staff meals. Vendor shall provide staff meal service each day for both day and night shifts at no cost to the WVRJ employee. These costs shall be included in the inmate per meal cost.

Bag Lunches:

Contractor shall provide bag lunches as needed. Bag lunches can be ordered for staff and/or inmates that cannot eat during regular meal times anytime the kitchen is open. Bag lunches will consist of, at minimum, two sandwiches, 1 piece of fruit, chips or similar item, desert and a beverage. The facility's plumbing system is negatively impacted by the introduction of plastic bags into the pipes. For this reason, sandwiches will be distributed to the inmate population in wax paper versus plastic/sandwich bags. Contractor shall submit a sample one-week bag lunch meal menu with the proposal. The average bag lunch meals required is approximately 30 per day.

Menu Cycle:

The menu cycle will be four (4) weeks minimum and will be submitted for approval to the Superintendent or his designee at least 30 days in advance. Contractor shall submit, as part of its proposal, the proposed menu cycles to be served. The contracting officer reserves the right to request that the order of the menu be rearranged and that like or similar items be substituted if the need shall arise or if commodity is available.

Recipes:

Where combination foods are on the menu, the Contractor shall have a file containing the recipe that provides the list of ingredients and their quantities; also, the number of servings and the size of each serving. Recipes for the Menus shall be maintained onsite. Must meet ACA, NCCHC, and DOC requirements.

Substitution:

Any substitution to the established menus shall be verified in advance with a dietitian to determine the appropriateness of those substitutions. Any and all menu substitutions must be approved in writing by the Superintendent or his designee.

Special Diets:

The Contractor shall provide special medical, religious, and vegetarian diets at no additional charge. Snacks are to be included in the price per meal. A dietitian shall review the contents of such meals to ensure their proper nutritional balance.

Records:

The Contractor shall keep a permanent record of the number of meals served, the food content of each meal and any menu substitutions or modifications, with copies provided to the Contracting Officer. Records of substitutions shall include the items and portion sizes, the reason for the

substitution and certification that a dietitian has been consulted when appropriate. The Contractor shall maintain and provide such daily, weekly and monthly records as the Contracting Officer may require and shall maintain records for a minimum of three years.

Holiday/Spirit Lifter Meals:

The Contractor is expected to provide, at no additional charge, a minimum of three (3) Holiday/Spirit Lifter Meals annually. A copy of the proposed menus is to be included in the Proposal.

**SCOPE OF WORK – GENERAL OPERATION**

A. Operations:

Average Daily Population (ADP) is approximately 775 inmates.

B. Equipment:

The contractor and its employees must safeguard all property of the Western Virginia Regional Jail Authority. The Contractor shall allow employees to use Western Virginia Regional Jail equipment only after they have been trained in its proper use. The Contractor will be responsible for scheduling staff training on the use of the kitchen equipment, with the appropriate manufacturer if needed. The contractor shall be held responsible for damage resulting from negligence or carelessness on the part of its employees or failure of the employee to properly supervise inmate workers. The Contractor shall notify the Contracting Officer immediately of the need for equipment repair and maintenance. The Western Virginia Regional Jail will maintain all owned equipment.

C. Keys:

The Contractor is responsible for control of keys obtained from the Western Virginia Regional Jail and the security of those areas for which the keys are given. The Contractor shall be responsible for immediately reporting all facts relating to any loss of keys or losses incurred as a result of break-ins to those areas. Contractor will be responsible for any costs associated with the loss or employee misuse of any jail issued keys. No keys to any part of the facility may be duplicated. All keys will be provided by the Western Virginia Regional Jail and made available at the beginning of the shift and turned in at the end of the shift. No keys shall leave the facility.

D. Contractor Expenses:

The Contractor shall be responsible for all labor related costs, food costs and other expenses such as food bags, labels, clips, office supplies, cleaning supplies, paper supplies, laundry and uniforms for Contractor employees, insurance premiums and license fees, long distance expenses, office supplies and postage.

E. Knife Security:

The contractor agrees that all knives and kitchen utensils shall be counted and locked for safe keeping in accordance with policy and procedures provided to the Contractor by the Western Virginia Regional Jail.

**F. Sanitation:**

The Contractor shall perform regular routine cleaning of the kitchen area including all equipment and fixtures therein sufficient to continuously maintain such area. The equipment and fixtures shall be maintained in a clean, sanitary condition as specified by the WVRJ representative, the Virginia Department of Health, Department of Corrections, and other applicable federal and state laws.

**G. Safety Program:**

The contractor is responsible for implementing a comprehensive safety program for their employees as well as inmate workers. The safety program, at a minimum, will comply with all local, state, and federal rules and regulations regarding safe working conditions in a food service establishment. In addition, the contractor will implement a complete inmate orientation and training program that is in compliance with all Department of Corrections, ACA, and NCCHC minimum standards. The contractor is required to maintain written documentation of compliance with all aspects of the safety program.

**H. Inspections:**

The contractor shall be prepared for unscheduled visits by the Contracting Officer or his designee, the Health Department, the DOC or ACA inspectors and any other inspecting agency whose purpose is to ensure that all employees in the food service area are free from disease or open wounds and that the food service area complies with all requirements for sanitation, food storage and the control of vermin, and all other terms of the food service contract.

**I. Termination of Contract:**

Upon termination of the contract:

1. The inventories of food and expendable supplies of the Contractor shall remain those of the Contractor unless purchased by a new Contractor or by the Western Virginia Regional Jail. Final payments to be made to the Contractor by the Western Virginia Regional Jail shall be withheld until all transactions or arrangements for these inventory purchases or removal have been completed to the satisfaction of the Western Virginia Regional Jail Authority.
2. The Western Virginia Regional Jail Authority and the Contractor shall conduct a physical inventory of all non-expendable supplies and equipment. At that time, the Contractor shall turn over to the Superintendent an account for all equipment and other property belonging to the Western Virginia Regional Jail Authority.
3. The Contractor shall make available to the Western Virginia Regional Jail Authority for examination, all data, records and reports concerning the food service program and shall make available to the Western Virginia Regional Jail Authority copies of them, upon request, at no expense to the Jail.

4. The Contractor shall provide any incoming Contractor with at least 1/3 of the cooler space and 1/2 of the freezer space three (3) days prior to the termination date of the contract. Thirty (30) days prior to the termination of the contract, the new contractor shall be allowed access to the kitchen area (not the office) for the purpose of training, planning and procedural review.

5. Western Virginia Regional Jail Authority Responsibilities:

- a. Provide, install, maintain, repair, and replace, if necessary, and permit the Contractor to use all food service equipment, small wares, and fixtures.
- b. Provide all utilities such as trash removal, pest control, office space including desk, chair, filing cabinet and telephone; and inmate uniforms. The Western Virginia Regional Jail Authority will not provide long distance service.
- c. Provide laundry services for all aprons, towels, dishcloths, etc. used in the food service operations, except for Contractor's employees' uniforms. The Contractor shall be responsible for ensuring its staff's uniforms are clean and in good repair.
- d. Provide I. D. badges for all Contractor employees.
- e. Provide timely orders for meals.
- f. Screen and approve the contractor's employees in a timely manner
- g. Provide a sufficient supply of departmental forms to be used in food service.

6. Billing:

Contractor Compensation:

As full and complete compensation to the Contractor for all food, labor, and materials furnished and all services performed pursuant to these specifications, the Western Virginia Regional Jail Authority shall pay the Contractor upon submission of properly certified invoices prepared in a format required by the Western Virginia Regional Jail Authority. Compensation shall be based on the applicable daily, per meal costs expressed in the awarded bid proposal multiplied by the number of meals ordered or actually served each day, whichever is higher, less any credit due from previous invoices.

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, above, 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.

## 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 County 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 County, although the County is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The County reserves the right to negotiate fees and/or benefits to the County with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. The completeness and overall quality of the proposal.
- E. Details of warranty offered.
- F. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the County's contract.
- G. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- H. The quality of Offeror's performance in comparable and/or similar projects.
- I. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely fashion.

H. Offeror's willingness to accept the County'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. The County'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 the County 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 the County 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 the County as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the County. The County 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 County.

- 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 County and may or may not be conducted.
- D. The County reserves the right to make multiple awards as a result of this solicitation.

## 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 County of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

## SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment A to RFP # 2021-100 contains terms and conditions that the County 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 the County 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. 2021-100**



## ATTACHMENT A: SAMPLE CONTRACT

### COUNTY OF ROANOKE, VIRGINIA SAMPLE CONTRACT BETWEEN COUNTY OF ROANOKE AND FOR FOOD SERVICES FOR THE WESTERN VIRGINIA REGIONAL JAIL

This Contract # 2021-100 is dated \_\_\_\_\_, between the County 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 the County for furnishing all equipment, materials, goods, labor, and services necessary for supply, installation, and required maintenance of a temperature and service monitoring system for refrigeration units throughout the Roanoke County school district, 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 COUNTY 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 the County 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 County 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. Bid Form Completed by Contractor and dated \_\_\_\_\_ (Exhibit 3). **(To be provided after selection of Successful Bidder.)**
4. Request for Proposal No. 2021-100, 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 County documents and this Contract will control over any Contractor supplied documents or information.

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

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

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

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 County 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.**

- A. The County/WVRJA and Contractor agree that the County/WRVJA will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by WVRJA. Invoices for services rendered and accepted shall be submitted by Contractor directly to the payment address of the requesting WVRJA department/division. Payment of such invoices shall be the responsibility of the department/division.
- B. The County 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 County retains the right to setoff as to any amounts of money Contractor may owe the County. A written progress report may be requested by the County 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 County 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 County, all of which need to be approved and accepted by the County prior to such payment, unless otherwise provided for in the Contract documents. Once a payment request has been received the County, the County will process such payment request. If there are any objections or problems with the payment request, the County will notify the Contractor of such matters. If the payment request is approved and accepted by the County, payment will be made by the County to the Contractor not more than 30 days after such request has been approved.

- C. The services the Contractor may be requested to provide the County are those items set forth in Exhibit 2 (Scope of Work) and/or Exhibit 3 (Bid Form), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for such services provided to and accepted by the County under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 3 (Bid Form). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges.

## **SECTION 6. SALES TAX EXEMPTION.**

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

## **SECTION 8. INSPECTION.**

The County shall have a reasonable time after receipt of items / services provided and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the County do not fully conform to the provisions hereof, the County 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 County 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 County 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 County, any items, material, equipment, or part of the item that is found by the County 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 County. Contractor further agrees that the Contractor shall indemnify and hold the County 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 County may, in the County'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 County determines it to be appropriate to do so.

## **SECTION 11. HOLD HARMLESS AND INDEMNITY.**

Contractor shall indemnify and hold harmless the County 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 the County 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. The County, 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 County's right to audit and/or examine any of the Contractor's documents and/or data as the County deems appropriate to protect the County'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 County within 30 days of the execution of this Contract or as otherwise required by the County'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 County may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the County 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 County resulting from Contractor's default. The County 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 County's waiver or failure to enforce or require performance of any term or condition of this Contract or the County'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 County from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the County 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 the County does not discriminate against faith-based organizations.

## **SECTION 23. DATA ON CONVICTIONS FOR CERTAIN CRIMES**

The Vendor certifies that none of the persons who will provide services requiring direct contact with students on school property during school hours or during school-sponsored activities has been convicted of any of the following felony or misdemeanor offenses: felony sex or violence offenses, other felony offenses or misdemeanor sex offenses within the past ten years. Upon request by the Schools, Vendor shall provide specific documentation to verify that it has conducted requisite criminal conviction checks on its

employees, agents, sub-contractors, and assigns. Schools reserve the right to remove or deny entrance to any employee, agent, sub-contractor, or assign of Vendor when School determines, in its sole discretion, that such person poses a risk to health or safety of others on School property.

The Consultant further understands and acknowledges (1) that if he makes a materially false statement regarding any of the above offenses, he will be guilty of a Class 1 misdemeanor and may forfeit profits derived from the contract. Further, the Consultant understands and acknowledges that before any person is permitted to provide such services subsequent to this certification, he must complete a new certification regarding such person in a form satisfactory to Roanoke County and the Roanoke County School Board. Data and Convictions information will be requested before the County of Roanoke/Schools enters into a contract / when required.

#### **SECTION 24. ASSIGNMENT.**

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the County, 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 the County'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 the County 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 the County'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
Address:	5885 River Road
	Salem, VA 24153
Email:	<a href="mailto:David.cox@wvarj.org">David.cox@wvarj.org</a>
Copy to:	County of Roanoke
	Purchasing Division
	Attn: Dawn M. Rago
	5204 Bernard Drive, SW, Suite 300-F
	Roanoke, Virginia 24018-2020
Email:	<a href="mailto:drago@ronaokecountyva.gov">drago@ronaokecountyva.gov</a>
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 the County'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 County 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 County 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 the County may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the County. 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.**

The County, 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 County 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 County 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 County for any damages allowed by law, and upon demand of County shall promptly pay the same to County.

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 County 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 County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and County 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. The County 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 the County and all such items shall become the sole property of the County. The Contractor agrees that the County shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the County may reproduce, copy, and use all such items as the County deems appropriate, without any restriction or limitation on their use and without any cost or charges to the County from Contractor. Contractor hereby transfers and assigns all such rights and items to the County. 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.**

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 \_\_\_\_\_  
Dawn M. Rago, VCO, Senior Buyer

**CONTRACT 2021-100**  
**BETWEEN COUNTY OF ROANOKE AND [VENDOR NAME]**  
**FOR Food Services for the Western Virginia Regional Jail**  
**EXHIBIT 1: SAMPLE CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

**REFERENCE: IFB # 2021-100**

**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**

- \$1,000,000 each occurrence including contractual liability for specified agreement
- \$2,000,000 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:

Roanoke County/WVRJA  
5204 Bernard Drive,  
Roanoke, VA 24018  
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

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

A. Except in cases of emergency, all bids for construction contracts shall be accompanied by a bid bond from a surety company selected by the bidder, which is legally authorized to do business in Virginia.

- (1) A bid, payment or performance bond for contracts for goods or services other than construction may be required if provided in the Invitation for Bid.
- (2) The amount of the bid bond shall not exceed five percent (5%) of the total amount of the bid.
- (3) In lieu of a bid bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.

- (4) Upon award of any public construction contract exceeding \$100,000 awarded to any prime contractor, such contractor shall furnish:
  - i. Performance bond in the sum of the contract amount.
  - ii. Payment bond in the sum of the contract amount.
- (5) Performance and/or payment bonds may be required for construction contracts below \$100,000 at the discretion of the County.
- (6) In cases of emergency performance bonds/payment bonds are required within ten (10) calendar days of notice to proceed/project commencement.

**END**

**CONTRACT 2021-0XX**  
**BETWEEN COUNTY OF ROANOKE AND VENDOR NAME**  
**FOR Food Services for the Western Virginia Regional Jail**

**EXHIBIT 2: SCOPE OF WORK/FEE SCHEDULE**

**REFERENCE: RFP# 2021-100**

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:

Reference RFP 2021-100 specifications.

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

**Contractors are asked to provide proposal prices below as a single price per meal for each category indicated. Western Virginia Regional Jail is requesting pricing in the form of a per diem (price per inmate per meal) based upon inmate population.**

<b>Number of Meals</b>	<b>Cost per meal</b>
<b>550 and below</b>	
<b>551 - 600</b>	
<b>601 - 650</b>	
<b>651 - 700</b>	
<b>701 - 750</b>	
<b>751 - 800</b>	
<b>801 - 850</b>	
<b>851 - 900</b>	
<b>901 - 950</b>	
<b>951 - 1000</b>	

**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.

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.

**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 \_\_\_\_\_

Direct Contact with Students Form (p.41) \_\_\_\_\_

Removable Media Containing  
Redacted Version of Proposal \_\_\_\_\_

Attachment B (Proposal Response  
And Checklist) to RFP 2021-0XX \_\_\_\_\_

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) \_\_\_\_\_

**2021-100**  
**Food Services for Western Virginia Regional Jail**  
**Direct Contact with Students Form**

Name of Bidder: \_\_\_\_\_

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

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

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

---

*Signature of Authorized Representative*

---

*Printed Name of Authorized Representative*

---

*Printed Name of Vendor  
(If different than Representative)*

---

*Date*