

New River Valley Regional Jail Authority

Charles I. Poff, Jr.
Interim Superintendent

P.O. Box 1067
108 Baker Road
Dublin, VA 24084
Phone: (540) 643-2000
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REQUEST FOR PROPOSALS

#2016-003

Commissary Services

for

New River Valley Regional Jail

One (1) Unbound Original. Ten (10) Bound Complete Copies and One (1)
Electronic Copy (CD/DVD preferred) of Sealed Proposals Due

September 9, 2016

3:00PM
(Local Prevailing Time)

RFP #2016-003 COMMISSARY SERVICES FOR NRVRJA

GENERAL INFORMATION

New River Valley Regional Jail Authority (NRVRJA), is seeking proposals from qualified vendors to provide commissary services system based on the enclosed specifications. It is the intent of NRVRJA to award a three (3) year contract with two (2) additional one (1) year renewal options.

One unbound original, ten (10) bound complete copies and one electronic copy (CD/DVD-Preferred) of the proposals, in a sealed envelope/package, will be received at and until **September 9, 2016 at 3:00 PM (local prevailing time)**, in the Superintendent's Office located at 108 Baker Road, Dublin, VA 24084. NO faxed proposals will be accepted. It is the responsibility of the Offeror to ensure that its proposal is received in the Office of the Superintendent by the above date and time. Any proposal received after the above time and/or date will be returned to the Offeror unopened. Your response must be submitted in a sealed envelope/package, clearly marked "**RFP #2016-003 COMMISSARY SERVICES FOR NVRJA**" on the outside of the envelope/package. The Offeror assumes responsibility for having its proposal delivered on time at the place specified. An agent of the Offeror authorized to make financial and delivery commitments must sign the proposal. As this is a formal, sealed Request for Proposal no information regarding the contents of the proposal or the identity of the Offerors will be discussed until after the negotiation process.

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

RFP QUESTIONS

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

Charles I. Poff, Jr. Interim Superintendent
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Dublin, VA 24084

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Written responses, including any questions may be provided on NRVRJ Website in the form of an Addendum. It is the responsibility of the Offeror to periodically check our website for any addendum. Questions received within five (5) days of the proposal closing date will be attempted to be answered, but will not be reason to delay the closing time of the proposals.

NO CONTACT POLICY

After the date and time established for receipt of proposals by NRVJA, any contact initiated by any Offeror with any New River Valley Regional Jail Authority representatives, other than the Superintendent listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause disqualification of the Offeror from this procurement transaction. The current Offeror's contact is limited to that which is necessary to perform normal maintenance and service under the existing contract.

BACKGROUND

Commissary goods are received, stocked and distributed from a storage area located in the jail. Inmates may purchase goods from the commissary at least once a week with a \$100 dollar limit on purchases.

It is the goal of the New River Regional Jail Authority to contract these services out to a private firm. For the right to provide these services, the firm would pay the New River Valley Regional Jail an agreed upon percentage of commission.

SCOPE OF SERVICES

Offeror shall provide all effort and materials necessary to provide commissary services to the inmates incarcerated in the New River Valley Regional Jail. Said services shall be provided to the inmates at least once or twice weekly.

Performance of said services, require Offeror to be responsible for the operation of the inmate canteen and staffing to operate the canteen. Offeror shall establish proper operational procedures to ensure efficient, effective and accountable operation of the canteen. Offeror shall strictly adhere to the New River Valley Regional Jail rules, regulations and guidelines.

PRICING

All prices in Offeror's proposal (hereinafter referred to as "base prices") shall, except by mutual consent of the parties, remain unchanged during the first year of the contract term. Commencing with the first anniversary date of the contract, the prices may be increased to reflect current market prices. However, the New River Valley Regional Jail reserves the right of final approval of any price increase for any item. Prices for the contract items must be reasonably comparable to prices for comparable items offered for retail sale in the local area. Selection and variety may be adjusted as mutually agreed upon by the parties.

INVENTORY

Offeror shall stock the commissary with a large selection of items and quality products. The NRVJR shall approve all items carried in stock. For Offeror's reference, an order form listing the items stocked in the canteen is included herein as Exhibit A.

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

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

COMMISSARY OPERATIONS

All sales of goods shall be generated from the commissary. Posted menus shall show items available and their current prices. Menus shall be posted in the housing units.

Currently, inmates complete a canteen order bubble form that is scanned into the canteen software. The offeror shall propose new technology where goods may be generated from the housing unit commissary kiosks and/or inmate telephone system. Offeror's technology shall be required to interface with NRVJR (GTL) telephone and (O M S) Offender Management System service providers. The system will inform the inmate of their account balance available for commissary purchases, and the accounting program will update the inmate's account during the transaction, in real time. Offeror will then be responsible to package inmate orders in clear plastic bags and sort according to cell block or pod arrangement. Orders are then delivered to

inmates in their housing units. **OFFEROR SHOULD DETERMINE THE SCOPE OF THE PROGRAM**

WELFARE ITEMS

The Offeror shall issue to the indigent inmates who have less than .25 cents and have had no receipts to their account for more than 14 days a welfare kit package. The package shall consist of items deemed necessary for the welfare of the inmates by NRVJR. Welfare may be distributed at NRVJR's discretion.

FACILITY'S OFFICE RESPONSIBILITIES

Provide access to the NRVJR's computer/inmate telephone system, which includes terminals and access to inmate's accounts, allows deducting the costs of commissary purchases from such accounts.

OFFEROR'S RESPONSIBILITIES

Purchase stock and sell all items listed on the menu.

Offeror will deliver commissary orders to the inmates.

Offeror must support our inmate accounting program, OMS Software or propose software of their own. The computer system should display the inmate's balance of funds available for commissary purchases and the accounting program will update the inmate's account in the computer system.

Offeror shall plan to provide a presentation of their financial software and other innovated technology proposals.

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

Offeror must provide to the New River Valley Jail's Finance Manager and Inmate Account Manager monthly reports on gross sales, line item sales amounts, and number of welfare transactions.

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

Offeror must have a minimum of five years' experience with inmate telephone ordering technology and two years' experience integrating with the OMS jail management system.

A back up plan must be provided in which New River Valley Regional Jail is serviced from another warehouse located within the state of Virginia in the event of disruptions, losses or other interruptions of service in Offeror's primary facility.

Use the NRVJR's existing jail management program and commissary records system for all commissary sales transactions.

Attend meetings with NRVJR's staff when requested and meet at least once every three (3) months with the NRVJR's liaison to review operations.

All Offeror employees are required to have passed drug-testing procedures and will have background checks done by the NRVJR if necessary.

PROPOSAL REQUIREMENTS

All proposals are required to address the following in detail. To neglect any of the following requirements may result in your proposal to be disqualified.

General history and description of the Offeror's firm.

Description of packing and boxing of inmate orders. Description of quality controls and procedures that enables company to fill all inmate orders completely and accurately.

Description of inventory control methods and standards.

Description of the commissary kiosks and inmate telephone/commissary-ordering program as mentioned above.

A sample menu of commissary items proposed by the Offeror to the inmates. Sample menu must show prices including sales tax.

Include at least **five (5) references** for provision of commissary services in detention facilities and the seamless integration of inmate telephone ordering technology. Offeror shall include a listing of these references indicating facility location, name and telephone number of contact. References shall reflect current contracts. Offeror must supply five references of facility where the Offeror's financial software is currently being utilized.

Offeror must supply five references in which they are providing commissary services to correctional facilities with populations of 800 or more inmates.

Any additional information about Offeror's firm or any other part of the submittal which would assist in evaluating the proposal.

Proposed percentage of weekly sales that will be retained by the NRVJR as a commission.

Profile and address of the local Virginia management team that will oversee the operations and their experience with NRVJR's accounting program.

A description of any business your company has lost in the past five years due to contract cancellations. Please explain.

In the past three years, has your company been investigated by the Federal, State or local authorities? Please explain.

Please list and explain any and all litigation between your company and any vender, client or employee during the last three years.

EVALUATION & BASIS OF AWARD

A Selection Committee will review submitted proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

Inmate Commissary is one of the most important services in a facility, and to rely exclusively on commission is not in our best interest. Award of a contract shall be at the sole discretion of the New River Valley Regional Jail. The New River Valley Regional Jail reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the bidding process. Further, New River Valley Regional Jail reserves the right to enter into any contract deemed to be in its best interest.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS-RFP 2016-003

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

SUBMISSION AND RECEIPT OF PROPOSALS

- (a) To be considered, all proposals must be delivered in a sealed envelope, clearly marked with the words "Proposal Documents", proposal number and the title of the Request for Proposal and received in the Superintendent's Office no later than the specified date and time for the Request for Proposal opening. Failure to timely submit such proposal shall disqualify the Offer and such proposal will be returned to the Offeror unopened. **NO FAXED PROPOSALS WILL BE ACCEPTED.**
- (b) Proposals having any erasures or corrections must be initialed in ink by the Offeror. An authorized officer of the company must sign proposals in ink. Such authorization shall be a part of the proposal document. All quotations must either be typewritten or printed in ink.
- (c) The original proposal response must not be permanently bound as to allow for document scanning for internal recordkeeping and one (1) electronic copy on CD/DVD is preferred.

IMPORTANT NOTICE- ADDENDUMS AND NOTICES OF AWARD

Questions should be directed to:

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ACCEPTANCE OR REJECTION OF PROPOSALS

The New River Valley Regional Jail reserves the right to accept or reject any or all offers. The NRVJR also reserves the right to award the contract for any such materials, goods or services the regional jail deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum or individual basis, or such combinations as shall best serve the interest of the NRVJR. The Superintendent or his designee reserves the right to make a site visit to the facility prior to proposal award.

PROPOSAL GUARANTY

The Offeror must guarantee not to withdraw a proposal during the period of one hundred twenty (120) days following the due date or until a contract is signed; that if such proposal is accepted the Offer will accept and perform under the terms of this RFP, the proposal and any subsequent negotiation and resulting contract.

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

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

All materials submitted in response to the RFP become the property of the New River Valley Jail Authority upon delivery to the Superintendent and are subject to public inspection in accordance with the Virginia Freedom of Information Act.

EVALUATION CRITERIA

Several factors, in addition to costs, will be taken into account when evaluating proposals: New River Valley Regional Jail Authority shall provide the mechanism for the evaluation of all information received, the final determination of responsible Offerors, and reserves the right to waive informalities and to accept or reject any or all proposals.

- (a) Company background, staffing and experience: The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (b) References: Provide five (5) references with contact names, companies and phone numbers. These references must be for firms who have purchased the same types of products and/or services.
- (c) The quality of performance of previous contracts, products and/or services.
- (d) Reporting capabilities.

- (e) Company financial status: The sufficiency of the financial resources and the ability of the bidder to perform the contract.
- (f) Proposal Submission completeness and compliance with the specifications.
- (g) Service and support offering. The ability, capacity and skill of the Offer to perform or provide the service. The ability of the Offeror to provide future maintenance and/or service, and ability to integrate Offeror's systems with the NRVRJ's existing technology and systems, and the ability to upgrade over time to maintain interoperability.
- (h) Price. Pricing shall be a factor in evaluating the proposals; however, the Jail Authority reserves the right to purchase other than low bid.
- (i) The previous and existing compliance by the Offeror with laws and policies relating to the contract.
- U) The quality, availability and adaptability of the goods and services.
- (k) All samples are subject to product testing.
- (l) Whether the Offeror can perform the contract and provide service promptly.
- (m) The ability of the Offeror to respond to problems and concerns.
- (n) Delivery.

SELECTION PROCESS/AWARD OF CONTRACT

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

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

The selection process will be in accordance with Section 2.2-4302.2 of the Code of Virginia:

Procurement of other than professional services. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal... Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body 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.

Until an award is made, the names of the Offerors and the prices quoted are confidential.

Once an award is made, the information becomes a public record with the exception of proprietary information which has been listed as such in the proposal.

INVOICES

When applicable, the Offeror must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by the regional jail. All invoices must show the purchase order/contract number.

PERFORMANCE BOND

At the time of or prior to the execution of the contract, the Jail Authority reserves the right to require the successful Offeror to furnish a performance and/or labor and material payment bond with corporate surety, satisfactory to the Jail Authority, in the amount of the contract price.

QUALITY

As applicable, all materials used for the manufacture or construction of any supplies, materials or equipment covered by this contract shall be of the best quality available.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the New River Valley Regional Jail Authority reserves the right to refuse and return material, at the seller's expense.

WARRANTY/RETURNS

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

DELIVERY

Time is of the essence for delivery of any items, products or service procured as a result of this contract. If delivery is not made at the time specified on the Request for Proposal or subsequent negotiations, the New River Valley Jail Authority reserves the right to call in any and all bonds or other security given for performance, to cancel the order, or any part thereof, without obligation, to declare the seller in default, and to disqualify the seller from bidding on future Authority contracts.

DEFAULT

In case of failure to provide goods/services as specified herein, New River Valley Regional Jail Authority, after due written notice, may procure goods/services from other sources and hold the Offeror responsible for any and all excess cost occasioned thereby.

COPYRIGHT OR PATENT RIGHTS

The Offeror warrants that there have been no violations of copyrights or patent rights in the manufacture, production or sale of the goods shipped or ordered as a result of this proposal. The Offeror agrees that the New River Valley Jail Authority shall be indemnified and held harmless from any and all liability or expense occasioned by any such violations.

TAX EXEMPTION

The New River Valley Regional Jail Authority is exempt from any taxes imposed by State and/or Federal Government. Upon notification, the regional jail will furnish a certificate of tax exemption.

CERTIFICATION AND ABILITY

The New River Valley Regional Jail Authority reserves the right to request from the Offeror, a separate manufacturer's certification of all statements made in the proposal. The New River Valley Regional Jail Authority may request any or all to furnish proof of experience, ability and financial standing.

COMPLIANCE WITH LAWS

The Offeror is responsible for compliance with all Local, State and/or Federal laws and regulations. The New River Valley Regional Jail shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

An Offeror organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the Jail Authority pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The Jail Authority may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. All corporations, LLC's and LLP's shall be registered with the State Corporation Commission. To determine whether your firm should register, please contact the **SCC**.

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

NONDISCRIMINATION PROVISIONS

During the performance of this contract, the Offeror will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

INSURANCE

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

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

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

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

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

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

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

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

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

SPECIAL INSTRUCTIONS:

ANTITRUST

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

AVAILABILITY OF FUNDS

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

ASSIGNMENT OF CONTRACT

A contract shall not be assignable by the in whole or in part without the written consent of the New River Valley Jail Authority.

CONTRACT

Any contract resulting from this proposal shall consist of the following documents: the Request

for Proposal, together with the Offeror's response, which consists of this document, the Price Schedule and other related documents attached hereto or submitted with this Request for Proposal, along with a Form of Agreement to be submitted to and approved by legal counsel for NRVRJ.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror or and New River Valley Regional Jail Authority. No alteration, amendment, or modification in the provisions of the contract shall be effective unless it is put in writing, signed by all parties and attached.

CANCELLATION OF CONTRACT

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

IMMIGRATION REFORM AND CONTROL ACT OF 1986

By signing this proposal, the Offeror certifies that the firm does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the Federal Immigration Reform and Control Act of 1986, or any other provisions of state or Federal law applicable to Offeror or the work performed hereunder.

KICKBACKS

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

DEBARMENT

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

INDEMNIFICATION

To the fullest extent permitted by law, the Offeror shall indemnify and hold harmless the New River Valley Regional Jail Authority and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage,

loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Offeror, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

The New River Valley Regional Jail Authority cannot legally agree to any clause indemnifying the Offeror from any damages arising out of the contract or holding the Offeror harmless. The submission of a bid or proposal means that the Offeror agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the New River Valley Regional Jail Authority pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Authority and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.

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

The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal, and or render its contents subject to public disclosure.

**NOTICE OF PROPRIETARY INFORMATION FORM RFP
#2016-003 COMMISSARY SERVICES FOR NRVJRJA**

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

Section Title	Page#	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line item prices, and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A) This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus. Identify confidential statistical data. Amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act. Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

- B) This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. See Virginia Public Procurement Act, Section 2.2-4342; 5 U.S.C. 552 (b) (4); 12 C.F.R. 309.5(c) (4).

- C) This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342; 552 (b) (4); 12 C.F.R. 309.5(c) (4).4342; 552 (b) (4); 12 C.F.R. 309.5 (c) (4).

SIGNATURE SHEET
RFP #2015-365 COMMISSARY SERVICES FOR NRVRJA

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

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

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

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

COMPANY NAME _____

ADDRESS _____ PHONE# _____

_____ FAX# _____

_____ EMAIL _____

FEIN VA BUSINESS LICENSE NO. _____

STATE CONTRACTOR'S NUMBER (IF APPLICABLE) _____

VIRGINIA SCC #OR STATEMENT DESCRIBING WHY FIRM IS NOT REQUIRED TO BE SO

AUTHORIZED PER VA CODE §2.2-4311.2 — — — — —

SIGNATURE _____ DATE _____

NAME _____

TITLE _____

