

New River Valley Regional
Jail

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REQUEST FOR PROPOSALS

#2016-002

Food Services for the

New River Valley Regional Jail Authority

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

September 9, 2016
3:00 PM
(Local Prevailing Time)

RFP #2016-002 FOOD SERVICES FOR NEW RIVER VALLEY REGIONAL JAIL

I. GENERAL INFORMATION

The New River Valley Regional Jail Authority is requesting sealed proposals from qualified companies, who are able to provide food services for the inmates of the New River Valley Regional Jail. The current food service contractor provides staffing to include one (1) food service manager and one (1) full-time and one (1) part-time employee assigned to staff dining. The New River Valley Regional Jail Authority provides five (5) full-time and one (1) seasonal part-time food service employees. The offeror shall propose two staffing plans: i) Offeror provides all food service employees for the implementation of the food service program; and ii) Offeror provides food service staffing similar to our current staffing level in their proposal. The specifications provided are to allow the offeror to provide food and materials to serve meals prepared in the kitchen at the jail. The proposed service must meet the 4th Edition ALDF American Correctional Association (ACA) Standards and applicable addendums, National Commission on Correctional Healthcare (NCCHC) standards, and the Virginia Board of Corrections (BOC) 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 three-year contract that is renewable for an additional two (2) one (1) year periods with yearly reviews. The offeror should propose a program where the successful bidder would provide daily food services.

The offeror shall submit a proposal to provide a food service program for an average of 945 inmates including bag lunches, staff meals and 135 meals provided daily for the Meals on Wheel Program that are prepared in the jail's kitchen. The offeror may also propose care packages where inmate's family may purchase food and other snack items on line for inmates.

A. Background

The New River Valley Regional Jail is located at 108 Baker Road, Dublin, VA 24084. The facility has a Department of Corrections rated capacity of 859, but a total of 1183 beds are available. At present, NRVJRJ is averaging an ADP of 945 inmates. The support areas, including the kitchen, were designed to accommodate the maximum available population of 1183.

The offeror shall propose furnishing chemicals, detergents, and other cleaning materials for the operation of the laundry.

The current food service vendor currently provides staffing to include one (1) food service manager and one (1) full-time and one (1) part-time employee assigned to staff dining. The New River Valley Regional Jail Authority provides five (5) full-time and one (1) seasonal part-time food service employees. The offeror must propose two staffing plans: i) Offeror provides

all food service employees for the implementation of the food service program; ii) Offeror provides a staffing level similar to our current staffing plan in their proposal.

We would require that the Offeror provide documentation where they have successfully met ACA and Virginia DOC accreditation standards within the last calendar year (or ACA accreditation cycle). The offeror will be required to explain specifically how they propose to meet Virginia DOC and 4th Edition ACA accreditations standards. The Food Service Program at the New River Valley Regional Jail is a conventional food service program.

B. Mandatory Requirements

All Offerors will be required to attend a Mandatory Pre-Proposal Conference. The purpose of this conference is to offer a site visit and to provide more detailed clarifications of the scope of work requested. The mandatory Pre-Proposal Conference will be held at the Jail Facility on August 25, 2016, at 1:30 PM. The Regional Jail Facility is located at 108 Baker Road, Dublin, VA 24084. Only the Offerors that attend the meeting will be allowed to submit a proposal.

C. Submission Requirements

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 Office of the Superintendent at 108 Baker Road, Dublin, Virginia 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 #2016-002 FOOD SERVICES FOR NRVJR**" 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.

In addition to the appropriately responsive bid proposal, the offeror shall submit a complete response specifically detailing how the offeror will comply with 4th Edition ALDF ACA Standards and identify the manner in which they will comply as part of their proposal or subsequent presentation.

It is not the intent of the specifications to be proprietary, nor to exclude any manufacturer or dealer. Proposals should be complete. Individuals with disabilities, who require assistance or special arrangements in order to participate in bidding, please contact us. We require that you provide at least a 48 hour notice so that reasonable efforts may be made to provide the proper assistance. You may be requested to specify the nature of any accommodation of assistance, which may be

required for your participation. The New River Valley Regional Jail Authority solicits participation from minority-owned businesses.

D: 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
108 Baker Road
Dublin, VA 24084
Phone: (540) 643-2000
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cpoff@nrvrj.org

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

E. No Contact Policy

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

F. Evaluation of the Proposal

New River Valley Regional Jail 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 irregularities and to accept or reject any or all proposals. New River Valley Regional Jail Authority reserves the right to procure from State Contracts when it is determined that these contracts are in the best interest of the Jail Authority. The New River Valley Regional Jail Authority retains the right to split items to multiple suppliers.

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the NRVJA, shall be utilized in the final award. Respondents are encouraged to submit proposals that the respondent feels best meets the needs of the New River Valley Regional Jail. The NRVJR will make the final determination of the proposal that best meets the needs of the regional jail.

Several factors will be taken into account when evaluating the proposals:

1. Company background, staffing and Offeror's experience and expertise in cook-chill food service in correctional facilities.
2. The Offeror's demonstrated ability to comply with the provisions of this proposal and responsiveness to this Proposal.
3. The Offerors employment and training requirements for all levels of staff.
4. Quality of plan of operations which are deemed advantageous by the New River Valley Regional Jail
5. Offeror's service and support program. Quality of support from district or regional office.
6. Offeror's employee recruitment practices.
7. Cost for provision of services
8. Company references and current client recommendations. Detailed reference checks will be conducted, especially with facilities similar to that of the New River Valley Regional Jail
9. Financial Stability of Offeror
10. Licensing and Certification Requirements
11. Number & reasons for account terminations during the last (5) years.
12. Quality and presentation of overall package.

G. Selection Process/Award of Contract

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.

II. Scope of Work

The Contractor shall furnish all management, labor (to be proposed with and without labor), food, materials and supplies necessary to provide conventional food service for the New River Valley Regional Jail's inmates and staff, including special diet meals, seven days a week, for a period of (3) years. The contract may be extended annually, as agreed by both parties for a maximum of two (2) (1) one year extensions for (2) 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.

A. Contracting Officer

The Interim Superintendent, on behalf of the New River Valley Regional Jail Authority, will be the Contracting Officer who shall act as the agent of the New River Valley Regional Jail Authority for the purpose of issuing, signing and monitoring the contract. The Superintendent of the New River Valley Regional Jail or his designee will serve as the agent of the New River Valley Regional Jail Authority and will be the contact person for the successful Offeror. The agent of the New River Valley 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.

B. Contractor

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 conventional food service for the New River Valley Regional Jail for approximately 945 inmates and 260 staff, including special diet meals, seven days a week, for a period of (3) years. The contract may be extended annually, as agreed by both parties for a maximum of two (2) one (1) year terms for a total of five (5) years. The Contractor shall include in its proposal the method by which it expects to adjust the price per meal after the first year.

C. Contract Terms

Attach a sample of your proposed food service agreement/contract for review. The New River Valley Regional Jail Authority reserves the right to negotiate the terms, conditions, and length of the contract with the successful bidder.

D. Termination Notice

Any contract awarded pursuant to this procurement shall not be assigned, sold, or transferred without prior approval of the New River Valley Regional Jail Authority who reserves the right to cancel the contract if the contract or company is sold.

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

E. 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 New River Valley Regional Jail.

F. Discontinuance of Operation

Should it be necessary for the New River Regional Jail to discontinue operation of the institution for any reason, this contract shall become null and void,. The NRVRJ reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the Contractor in writing. In the event of termination, the Contractor shall not be paid for any goods or service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

G. Taxes

The New River Valley 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.

H. Contractor Qualifications and References

- **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 New River Valley Regional Jail in size and population and the facility that is geographically closest to the New River Valley Regional Jail.**
- **All list of any correctional/food service affiliations.**

I. 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 New River Valley 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 New River Valley 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.

J. Emergency Conditions

If the New River Valley Regional Jail's kitchen should be damaged by fire, flood, riot or any event that would render the kitchen inoperable, the Food Service Offeror will be responsible for providing an alternate food service program to the inmates of the Regional Jail. Please include a brief description of Offeror's contingency planning and operational capacity to meet food service needs in such event.

III. STAFFING REQUIREMENT

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 or similar experience in correctional facilities, who will work with the administration of the New River Valley 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 4th Edition ACA Accreditation standards) specifically related to correctional food service management prior to being awarded the food service contract. Additional training may be required at the discretion of the Superintendent of the New River Valley 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 New River 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 New River Valley Regional Jail Authority retains the right to stipulate in the contract that the current Food Service Manager or food service staff is employed by any incoming Offeror, and Offeror's should be prepared to discuss with NRVRJ staffing plans to include such employees.

B. Nutrition Consultant

Contractor shall provide a full time qualified nutrition consultant, who is at minimum, a certified licensed dietician, on its staff for consultation and review of menus. The New River Valley Regional Jail Authority also reserves the right to consult with another dietician 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 New River Valley 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 checks as is normally required for personnel for the New River Valley Regional Jail Authority. The Regional 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 New River Valley 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 & Training

The Contractor's employees must attend orientation classes and in-service training as mandated by the New River Valley Regional Jail Authority and the Commonwealth of Virginia. Such training will be provided by the New River Valley 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 New River Valley 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 New River Valley 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 New River Valley Regional Jail shall be responsible for taking the necessary steps for disciplinary action, when 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 or responsibility.
2. Required training and a detailed plan for on the job training and education requirements.
3. The contractor will provide Serve Safe certification and a 40 hour correspondence course in Correctional Food Service by the American Correctional Association. All contracted employees must obtain this 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.

IV. FOOD AND SPECIFICATIONS

All food shall be provided by the Contractor and prepared on-site and comply with 4th Edition ALDF American Correctional Association (ACA) standards,

NCCHC, and the Virginia Department of Corrections minimum standards for Jails and Lockups.

A. 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
- (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.

B. Commodities

Contractor agrees to assist the New River Valley 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 otherwise available to the Contractor. If surplus food is used, the Contractor agrees to fully utilize all appropriate surplus food commodities obtained by the New River Valley 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. This section also applies to produce grown in the jail's garden.

C. 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 measurements (e.g. 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.

D. 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.

E. Meal Counts

The New River Valley 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.

F. Food Preparation

The Food Service facility at the New River Valley Regional Jail is a conventional system where food is prepared daily on demand. 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.

G. 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.

H. Jail Staff Meals

Offeror shall detail their recommendations for implementation of an officer's staff dining program. Offeror shall note any specific needs such as hours of operation, types of meals, etc. Offeror shall ensure that all staff meals are prepared by the Offeror's staff and not by inmate workers. In addition, the Offeror 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 260 full time staff at the facility. There is a staff dining room adjacent to the kitchen for the service of staff meals. Offeror shall provide two (2) separate proposals: one (1) including staff meal service as part of the total meal cost and one (1) that includes a per meal cost to be paid by the employee.

I. 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 60 per day.

J. 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.

K. 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 and must meet ACA, NCCHC, and DOC requirements.

L. Substitution

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

M. 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 dietician shall review the contents of such meals to ensure their proper nutritional balance.

N. 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 dietician 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.

O. 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.

V. SCOPE OF WORK-GENERAL OPERATION

A. Operations

Average Daily Population (ADP) is approximately 945 inmates.

B. Equipment

The contractor and its employees must safeguard all property of the New River Valley

Regional Jail Authority. The Contractor shall allow employees to use New River Valley Regional Jail food service 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 New River Valley Regional Jail will maintain all owned equipment.

C. Keys

The Contractor is responsible for control of keys obtained from the New River Valley 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 New River Valley 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 New River Valley 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 NRVJR 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 New River Valley Regional Jail. Final payments to be made to the Contractor by the New River Valley Regional Jail shall be withheld until all transactions or arrangements for these inventory purchases or removal have been completed to the satisfaction of the New River Valley Regional Jail Authority.
2. The New River Valley 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 New River Valley Regional Jail Authority.
3. The Contractor shall make available to the New River Valley Jail Authority for examination, all data, records and reports concerning the food service program and shall make available to the New River Valley 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 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. **New River Valley 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 New River Valley 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 Contractor employees
- e. Provide timely orders for meals.
- 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 New River Valley Regional Jail Authority shall pay the Contractor upon submission of properly certified invoices prepared in a format required by the New River Valley 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.

GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS

-RFP –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.

(d) Questions should be directed to:

Charles I. Poff, Jr., Superintendent
108 Baker Road
Dublin, VA 24084

Phone: (540) 643-2000
Fax: (540) 643-2010
cpoff@nrvrj.org

ACCEPTANCE OR REJECTION OF PROPOSALS

The New River Valley Regional Jail Authority reserves the right to accept or reject any or all offers. The Jail Authority also reserves the right to award the contract for any such materials, goods or services the Authority 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 Authority. The Superintendent or his designee reserves the right to require a site visit to the New River Valley Regional Jail prior to proposal award.

PROPOSAL GUARANTY

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

Modification or withdrawal of a proposal will be executed as outlined below:

The New River Valley 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 New River Valley Regional Jail Authority 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 New River Valley Regional Jail Authority 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 Jail Authority 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 Jail Authority upon delivery to the Jail Superintendent's Office and are subject to public inspection in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement 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 specifications.
- (g) Service and support offering. The ability, capacity and skill of the Offeror to perform or provide the service. The ability of the Offeror to provide future service.
- (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.
- (j) 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:

3. For goods, nonprofessional services, and insurance, 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; or

Should the NRVJR 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.

INVOICES

The contractor must send all invoices directly to the payment address shown on the purchase order/contract and must submit invoices for items ordered, delivered and accepted by the New River Valley 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 New River Valley Regional 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.

ACCEPTANCE OF MATERIAL

Until such time as all the conditions in the contract are fulfilled, the 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 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 NVRJA 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 contractor 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 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 Authority may request any or all s 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 Authority shall be held harmless from any liability.

AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the New River Valley Regional 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 contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin, except where religion, sex or nation origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, 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 CONTRACTOR, 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 there from.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER 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 OWNER.

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

CONTRACTOR'S General Public Liability and Property Damage Insurance including

vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR 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 performing work at or providing services to the NRVRJ and in case any WORK is sublet, the CONTRACTOR shall require each SUBCONTRACTOR 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 CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the NRVRJ is not protected under Workmen's Compensation statute, the CONTRACTOR 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 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 New River Valley Regional Jail Authority under said contract.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that New River Valley Regional Jail Authority 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 New River Valley Regional Jail Authority.

CONTRACT

Any contract resulting from this proposal shall consist of 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 NRVJRJ.

MODIFICATION OF CONTRACT

This RFP and any subsequent contract constitute the entire agreement between the Offeror 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 contractor. Any contract cancellation notice will not relieve the contractor of the obligation to deliver and/or perform on all services prior to the effective date of cancellation. Cancellation of the contract would become effective the thirty-first day after notification. Data for cancellation of the contract will be gathered by the Superintendent. The opinion of New River Valley Regional 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 Jail Authority cannot legally agree to any clause indemnifying the contractor from any damages arising out of the contract or holding the contractor harmless. The submission of a bid or proposal means that the contractor agrees not to request such language in the resulting contract.

DRUG-FREE WORKPLACE

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

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

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 Jail 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 #2016-002 – FOOD SERVICES FOR THE NEW RIVER VALLEY REGIONAL
JAIL**

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 be released 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 #2016-002 FOOD SERVICES FOR NEW RIVER VALLEY REGIONAL JAIL

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 Regional 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 New River Regional Jail 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 _____

REFERENCE FORM
RFP #2016-002 FOOD SERVICES FOR NEW RIVER VALLEY REGIONAL JAIL

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Relationship _____

Name of Entity _____

Contact _____ Telephone _____

Email _____ Length of Relationship _____

Name of Entity _____

Contact _____ Telephone _____

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