



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**COR61353**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT  
 304-558-2544**

RFQ COPY  
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DIVISION OF CORRECTIONS  
 617 LEON SULLIVAN WAY  
 CHARLESTON, WV  
 25301 304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/24/2007				

BID OPENING DATE: **06/14/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		952-84		
<p align="center"><b>REQUEST FOR QUOTATION</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DIVISION OF CORRECTIONS TO PROVIDE AN OPEN-END CONTRACT FOR INMATE FOOD SERVICES.</p> <p>MANDATORY PRE-BID: 6/7/2007; 2:00 PM          MT. OLIVE CORRECTIONAL CENTER          1 MOUNTAIN SIDE WAY          MOUNT OLIVE, WV 25185</p> <p>PRE-REGISTRATION: VENDOR'S SHOULD CALL KATE LUCAS (304) 442-7216 TO ANNOUNCE ATTENDANCE NO LESS THAN 24 HOURS PRIOR TO THE PRE-BID DATE.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS          2. BID FORMS          3. AFFIDAVIT</p> <p>QUESTIONS REGARDING THE SPECIFICATIONS WILL ACCEPTED UNTIL 6/4/07; 12:00 NOON - QUESTIONS AFTER THIS DATE WILL BE STATED AT THE PRE-BID. ALL ANSWERS WILL BE OFFICIALLY ANSWERED IN ADDENDUM #1.          QUESTIONS SHALL BE EMAILED TO JOHN ABBOTT AT JABBOTT@WVADMIN.GOV</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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BID OPENING DATE: <b>06/14/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

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<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY</p>						

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<p>PRECEDING SUBMISSION OF THIS BID;  OR  ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

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<p>CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".            (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>RFQ. NO.: COR61353-----</p> <p>BID OPENING DATE: 6/14/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ COR61353 ***** TOTAL: _____</p>						

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COR 61353

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## GENERAL INFORMATION

The Acquisition and Contract Administration Section of the Purchasing Division on behalf of the Mount Olive Correctional Complex (MOCC) and the Huttonsville Correctional Center (HCC), Division of Corrections is soliciting quotations to provide on-site professional food service operation.

The Contractor **will** be required to provide comprehensive on-site food services to include meal preparation for inmates, staff and visitors, service of meals; management of the daily operation of the inmates and Contractor's food service; purchasing, receiving, storage, and inventory of Contractor's food and supplies; sanitation of food service area to include the main dining area; establishing food and supply needs; menu planning; training of food service staff and inmates assigned to the kitchen and dining room areas; to include medically approved diets and religious diets as approved by the physician and religious coordinators, respectively; record keeping; and accountability. The Contractor **will** be required to provide operational management; to include staff, and all necessary supplies.

The Contractor **will** provide professional, comprehensive on-site food service operations that comply with all facility rules and regulations as well as applicable American Correctional Association and National Commission on Correctional Health Care standards as well as Federal guidelines for the Child Nutrition Program.

Mount Olive Correctional Complex and the Huttonsville Correctional Center **will** be responsible for all state owned equipment and repairs as necessary for the food service operations as specified in the RFQ.

## OPERATING ENVIRONMENT

### **Locations:**

*Mount Olive Correctional Complex* (herein after as MOCC) is located near Smithers, Fayette County, West Virginia; approximately forty (40) miles southeast of Charleston, West Virginia. This facility houses adult male convicted felons of maximum/medium custody classification with total capacity of nine hundred eighty (980) inmates.

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The maximum-security prison's housing capacity is assigned as follows:

Medical/Mental Health	50
Control Section #1	96
Control Section #2	142
General (Mainline)	762

The *Huttonsville Correctional Center* (herein after as HCC) is located in Randolph County, West Virginia, approximately seventeen (17) miles from Elkins, West Virginia. This facility houses adult male convicted felons of maximum/medium custody with total capacity of 1,118 as of Spring, 2007. All beds are mainline population with the exception of Segregation, a total of 60 beds.

Should any housing expansion occur or any new facilities open within the Agency during the life of this contract, the price per meal may be renegotiated to include any additional costs of the additional meals served.

## PROCUREMENT SPECIFICATIONS

### Scope of Work:

The Contractor **will** be expected to provide the following services as part of the food service program:

1. Provide three (3) meals per day, of which two (2) **must** be hot, during hours as stipulated in proposal agreed to by MOCC and HCC and the Food Service Directors.
2. Provide medical diets, as approved by the Medical Director and religious diets as approved by the facility Religious Coordinator, both in writing.
3. The Contractor **will** maintain a sufficient supervisory staff of its employees on duty at all times during hours of food service preparation and operation to ensure the efficient operation thereof.
4. Develop and implement a five (5) week cycle menu that meets basic nutritional and caloric requirements established by the American Dietetics Association (ADA), taking inmate food preferences as approved by the Wardens or their designee.
5. Install standard recipes consistent with the menus.

6. Install standard methods of preparation throughout the food service department, which **shall** include the proper timing of all food preparation, as well as, definite food production methods.
7. Install the latest known food cost control methods, assuring the best possible food cost per tray served, taking quality into consideration.
8. Set up buying guides to be used in the operation, for all phases of buying, to ensure proper control.
9. Make available the services of a West Virginia registered dietician to approve all menus, in writing. The dietician **shall** be on site at each facility quarterly during the contract year to review menus and to consult, as needed, with food service personnel, facility staff and medical director. A written report of each site visit **shall** be forwarded to the facility Warden within ten working days of the visit summarizing findings and/or recommendations.
10. Make available the services of a safety engineer, experienced in all safety measures, as needed, to assure the proper prevention of accidents in the kitchen and dining areas.
11. Assume the cost and expenses of the food service operation in the following areas:
  - a. Labor and Benefits – Including all personnel that are directly involved with the food service operation, except for the inmate workers.
  - b. Bookkeeping and payroll preparation.
  - c. Corporate supervision of personnel
  - d. Audit provisions
  - e. All foodstuffs
  - f. All paper, Styrofoam, plastic, aluminum foils, and any other disposable products used in the food service operation to include dishwasher detergent and related water treatment supplies.
  - g. All office supplies, telephone, fax and line charges, as well as computers, printers and data circuit charges for the operation.
12. Contractor **will** provide, at no additional cost to the facility, special holiday meals, which **shall** include Thanksgiving, Christmas and a July 4<sup>th</sup> picnic-style meal. Contractor **shall** also provide at same cost per meal price, meals for one, 2-day open house event (dates designated by Warden for inmates, family and friends). Contractor **will** be notified in advance of the approximate number to prepare.
13. Contractor **shall** indicate the number of inmate laborers necessary in the performance of the food service operations. The facility **will** have the final authority regarding

COR 61353

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Inmate workers and **will** be responsible for inmate wages, uniform and any training required by the State Health Department to work as a food handler. The Contractor **will** be responsible for training the inmate workers to their assigned task(s) and ensuring all safety standards are met.

14. Contractor **shall** indicate the procurement source of all foodstuffs provided by listing company name and address and Contractor **must** use West Virginia businesses if they are low bid, as suppliers.
15. Contractor **must** utilize, as required by WV law, beef, pork, and potatoes, if available, from the West Virginia Department of Agriculture. The facility **will** pay the Agriculture invoice upon receipt of verification that commodities have been received. Each facility business office **will** furnish a copy of the invoice to the Food Service Director who **will** apply that amount as credit towards the next billing. The Contractor **must** notify the Business Office by the 10<sup>th</sup> of the month of the required need for Agriculture commodities to be ordered. The West Virginia Department of Agriculture **will** confirm the availability by the end of the month. See ATTACHMENT "A" for recent Agriculture Report.
16. Contractor **will** be required to prepare meals on trays for transportation on state owned "hot carts" to inmates not able, or allowed to eat in the main dining room.

Approximate numbers per meal are:

MOCC: Medical/MH Units	50
Control Section #1	96
Control Section #2	142

HCC: Segregation	60
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Transportation of food carts to and from the kitchen area is the responsibility of Contractor. Distribution of individual trays **will** be completed by State facility staff.

17. The Contractor **will** maintain, at all times, adequate inventories to provide meals in lock-down situations at MOCC and HCC. The Contractor **shall** provide actual menus for the first three (3) days of lock-down.
18. In case of emergency, the Contractor **shall** maintain an inventory of food sufficient to feed inmates and staff for five (5) days.

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19. The Contractor **shall** install, operate and maintain verifiable electronically or mechanically controlled inmate and staff serving line access control equipment. The system should provide reports to include a meal count of all meals per mealtime per day.
20. The Huttonsville Correctional Center participates in the Federal School Breakfast/Lunch program. The contractor **shall** be responsible for creating the five-week cycle menus to meet all specifications of this program for reimbursable meals. Upon review, the Contractor **will** be liable for recovered funds for those meals that do not comply with required USDA guidelines.
21. The Contractor **will** provide, for the Huttonsville Correctional Center only, raw foodstuffs for four (4) inmates living in outside quarters. HCC staff **will** transport foodstuffs on a pre-arranged schedule to the outside housing units.

**ADDITIONAL INFORMATION**

## Meal serving time:

MOCC:	Breakfast	6:45am – 7:50am
	Lunch	11:00am – 12:00pm
	Dinner	4:45pm – 5:50pm
HCC:	Breakfast	5:30am – 5:45 am – Early Crews 6:30am – 7:45 am – Remainder of population
	Lunch	11:05am – 12:00pm
	Dinner	4:15pm – 5:30 pm

**STAFF MEALS**

Meal service **will** be available for staff at MOCC and HCC. The menu **will** be the same as that served the inmate population for that meal. The Contractor **shall** have an established meal price and **will** be responsible for providing staffing required to directly collect payment.

**MENU, MEALS AND OTHER CONDITIONS**

The portions on the menu **will** be the minimum available for inmate either receiving pre-trayed meals or service in the dining room. The self-serve items **shall** be indicated on the menu with an asterisk before the name of the menu item to clearly indicate the service plan. Self-serve and

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free flowing portions **shall** be available for dining room service for the items and meals as indicated below:

- All breakfasts: Cereal  
Milk (2%)  
Bread  
Margarine  
Coffee
- All Lunches: Cold Beverages (2 available such as fruit drink & tea)  
Bread  
Margarine  
Milk (2%) – HCC ONLY  
Plus one of these items: Soups, Salads, Starches
- All Dinners: Cold Beverages (2 available such as fruit drink & sweet tea)  
Bread  
Margarine  
Plus one of these items:  
Soups, Salads, Starches
- Holidays: All items except meat – this is to include beverages of which one **must** be coffee.  
During winter months, December through March, coffee **will** substitute for one of the cold beverages at the dinner meal.

The inmate meals **shall** follow a minimum 5-week cycle menu:

1. The menu **shall** follow the minimum pattern as indicated below:

All breakfasts **shall** include a minimum of four (4) main menu items in addition to bread type items, beverages, and condiments. The food **shall** be rotated to provide a variety.

- a. Juice, fruit (juice or fruit at least three (3) times per week).
- b. Cereal (cold or hot cereal at least three (3) times per week).
- c. Pancake type item, pastry, or eggs (eggs at least three (3) times per week).
- d. Meat, either beef or pork, (pork substitute only acceptable as approved by medical or religious diet), potatoes, or peanut butter (meat at least four (4) times per week).

HCC ONLY: During the months on December, January and February, four ounces (4 oz.) of orange juice **will** be provided daily in addition to requirements b., c., and d. above.

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All lunches **shall** include a minimum of four (4) main items as indicated below in addition to bread type items, beverages, and condiments. A casserole type entrée **shall** not be counted as two items. The fruit-vegetable equivalents **shall** meet USDA as lunch requirements. The food **shall** be rotated to provide a variety.

- a. Entrée with a minimum of 3 oz. cooked weight meat and/or cheese. Beans and peanut butter **shall** not be counted as entrée meats.
- b. Soup or salad (1/2 oz. Maximum dressing portion).
- c. Starch or vegetable side dish.
- d. Dessert (fruit at least once weekly to be counted as dessert).

All dinners **shall** include a minimum of five (5) main items as indicated below in addition to bread type items, beverages, and condiments. A casserole type entrée **shall** not be counted as two items. The food **shall** be rotated to provide a variety and planned to fit in a minimum five-compartment insulated tray.

- a. Entrée with a minimum of 3 oz. cooked weight meat and/or cheese. Beans and peanut butter **shall** not be counted as entrée meat.
- b. Soup or salad (1/2 oz. maximum dressing portion).
- c. Starch or vegetable side dish.
- d. Vegetable.
- e. Dessert.

At least one of the lunch and dinner meals each day **shall** use beef or pork. Turkey or turkey products **shall** not be used as a main entrée more than four times per week or twenty (20) times during the 5-week cycle and **shall** not be used for more than one meal per day.

During any meal the Contractor is serving pork or pork products in the main entrée, a pork substitute **must** be provided. Menus **must** indicate pork substitute. Use of turkey or turkey products may only be substituted for pork one time per week.

2. Portions sizes "as served", not raw sized, **must** be clearly indicated on the menu including the cooked meat weight in combination entrées. Portion sizes of all foodstuffs on menu **shall** be indicated.
3. To avoid excessive fat calories, which **will** result in more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise **shall** not exceed ½ ounce per serving.
4. To assure minimum level of menu quality, at least five (5) ½ cup fruits and vegetables equivalents are required each day on the menu. USDA School Lunch Buying Guide **shall** be used to determine qualifying equivalents. A minimum daily variety of four (4) different fruits

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and vegetables **shall** be used to meet the requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.

5. Well-balanced meals **must** provide caloric value of approximately 3000 to 3400 calories per day with an average of 3200 calories per day in a one-week period.
6. The Recommended Dietary Allowances for males 18 years of age and older **shall** be met.
7. An item-by-item nutritional analysis of the menu, with a weekly summary indicating the percentage of compliance to the highest RDA values for the population, **shall** be provided to the facility upon contract award. Each item on the menu **shall** have specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe, which **will** be used for all meal items, **shall** be separately identified on the analysis.
8. The menu **shall** be planned with corrections-tested products and recipes for inmate acceptability. A variety of food flavors, textures, temperatures, and appearances **shall** be used. The bidder **shall** provide a method to monitor inmate preferences and to make acceptable adjustments.
9. The inmate menu **shall** be certified in the proposal by a registered dietician with a signed nutritional compliance statement for the age and sex of the population, as well as, a signature on each page of the menu. In addition, the dietician **shall** certify the completed menu evaluation form. A copy of the dietician's ADA registration card **shall** also be provided to the facility. In addition, all menu revision **shall** be certified by the dietician who **must** be available at all times during the contract period.
10. A sack lunch **shall** be provided for inmates who miss the service of the regularly scheduled meal due to work assignments, or late transfer arrivals. The lunch **shall** consist of two (2) sandwiches with a total of three (3) ounces of meat; cheese; one (1) condiment, one (1) fruit, one (1) dessert or chip item, and a carton beverage.
11. A minimum of four (4) ounces of cooked weight meat is required for holidays. At least five (5) item menu pattern is also required for these special meals.
12. Contractor **shall** supply all condiments as appropriate, such as mustard, ketchup, mayonnaise, salad dressings, etc. These items **will not** be included in the daily caloric count.
13. A sample meal for testing purposes **shall** be maintained for twenty-four hours for each meal served. No payment **shall** be made for meals found to be spoiled, unwholesome or otherwise do not meet contract requirements.
14. Documentation of all meals served, including substitutions, **shall** be maintained. A plan for assuring nutritional compliance with substitutions **shall** be maintained.



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15. During the first three days of lock down, two (2) cold meals per day may be served and a minimum of five (5) inmate workers **will** be available for food service if possible. The Contractor **will** provide training to non-uniform facility staff to assist the food service staff during contingencies.
16. Only wholesome products may be purchased or used in production. Proper food sanitation and storage **shall** be maintained. The vendor is required to follow pre-approved product purchasing specifications.
17. All meals **must** be supervised to result in items with the appropriate appearance and taste.
18. Commodities can only be purchased through vendors that can provide proper foods for religious diets, i.e. kosher, etc. The contractor **will** be responsible for the cost of these meals.
19. The dining rooms **will** be supervised by MOCC and HCC staff. In order that inmates pass only once through the cafeteria line, the Contractor **shall** install and operate, at the Contractor's expense, verifiable electronically or mechanically controlled inmate serving line access control equipment.
20. The facilities **will** provide adequate security for the Kitchen during scheduled operation and Dining Areas for meal times. If required, security **will** be provided for food cart escort to segregated housing areas.
21. The Agency **will** provide the Contractor with a food service facility completely equipped and ready to operate, together with such heat, fuel, refrigeration and utilities and inmate labor reasonably required for an efficient operation. MOCC and HCC **will** make equipment repairs and replacements for state owned equipment, and **will** furnish building and equipment maintenance services for premises. The facilities **will** provide an adequate inventory of glassware, metal ware, silverware, eating and cooking utensils and feeding trays. The contractor is responsible for the proper storage and control of these items to prevent theft, damage, or other loss.
22. Contractor **shall** be responsible for the supervision of routine cleaning, housekeeping, and sanitation in the food preparation service and storage areas. Contractor **shall** insure that high standards of sanitation are maintained, and **will** be responsible for the supervision of trash and garbage removal from the dining and kitchen areas to designate site locations. MOCC and HCC **will** supply all necessary cleaning supplies for food service. All office supplies, telephone, fax, etc., necessary for the food service operation **will** be at Contractor's expense.
23. The Agency **will** be responsible for pest, vermin and rodent control; as well as fees for trash and garbage removal.

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24. The Division of Corrections **will** have full and complete access to the food service facilities with or without advance notice. Contractor's representative **will** be requested to accompany Agency representatives when inspecting such facilities.
25. The Contractor **shall** keep full and accurate records regarding all phases of this contract, including, but not limited to, costs, inventories, menus, special diets, staffing and number of meals served. All such records **shall** be retained for the life of the contract, and **shall** be available for inspection or audit by the Division of Corrections or facility staff, or other authorized State agencies at any reasonable time during regular working hours. Copies of such records **shall** be supplied to the Division of Corrections upon termination of the contract.
26. The food service operation and management **shall** be in accordance with the Standards of the American Correctional Association, the National Commission on Correctional Health Care and the Federal Child Nutrition Program guidelines for the Huttonsville Correctional Center and any applicable West Virginia statutes.
27. The Agency **shall** specify the policies and procedure to be followed in dealing with inmate complaints regarding any aspect of the food service program, in accordance with facility regulations. Specifically, the facilities require that all complaints received by the administrative staff be referred, in writing, to the Contractor. The Food Service Director **will** respond, in writing, to the approximate administrative officer within three (3) days following receipt of the complaint.

**CONTRACT PERSONNEL**

The Contractor **shall** provide a minimum of nine, (9) full time (40 hours per week) personnel at both MOCC and HCC with the following breakdown:

MOCC: One (1) Food Service Director, one (1) Assistant Food Service Director, six (6) Food Service Supervisors; and one (1) Clerical/Administrative Support.

HCC: One (1) Food Service Director, one (1) Assistant Food Service Director, one (1) Lead Cook, five (5) Food Service Supervisors and one (1) Clerical/Administrative Support.

Contractor **will** furnish resumes for proposed management and supervisory staff for the Wardens' review and approval within 3 to 5 days of the bid opening date. The Food Service Director of each facility **will** have a minimum of five (5) years prior institutional food service experience, preferably in a correctional setting.

All personnel employed by the Contractor **shall**:

- a. Be employed in accordance with an approved EEO/AA program.
- b. Meet all requirements of the West Virginia Department of Health.

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- c. Be required to pass a background investigation conducted by the Agency as a prerequisite for initial and/or continued employment and be approved by each Warden for hire.
- d. Comply with all policies and procedures of the Division of Corrections, the Mount Olive Correctional Complex and the Huttonsville Correctional Center. The Wardens **will** have the authority to deny access to the facility, to any Contractor's employee.
- e. Be responsible to report any problem or unusual incidents to the Warden or designee.
- f. Contractor's employees **will** be required to attend a forty (40) hour on-site Orientation program. The facility **will** be responsible for providing the training; however, the Contractor **will** be responsible for any costs incurred for these employees during the training, such as salaries, benefits, etc. All employees of the vendor **will** be required to complete forty (40) hours annual in-service training and comply with all training requirements pursuant to Division of Corrections policy and American Correctional Association Standards.
- g. At a minimum, a monthly meeting is required between facility staff and food service personnel to discuss significant issues as well as attendance at any other meetings called by the institutional Warden or his designee.
- h. Contractor **shall** ensure that all new food service personnel are provided with orientation regarding food service practices within the facility. Additionally, the Contractor **will** provide their employees with adequate and appropriate in-service training.
- i. Contractor **shall** promulgate and distribute a written job description to each member of the food service staff, which clearly delineates his/her assigned responsibilities. Copies **shall** be provided to the Warden or designee. Contractor **shall** monitor performance of food service staff to ensure adequate job performance in accordance with these job descriptions.
- j. The Contractor **shall** arrange and pay for all physical examinations required for contracted food service personnel. Physical examinations for inmates **shall** be the responsibility of the facility.
- k. The books and records of the vendor pertaining to the food service operations under this agreement **shall** be available for a period of three (3) years from the close of the fiscal year to which they pertain.
- l. Under no circumstances should any supervisory or administrative position remain vacant for longer than thirty (30) calendar days. In the event a position remains unfilled beyond this stipulated period, the contractor **shall** reduce the weekly invoice for meals served by

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108% of one-twelfth (1/12) of the annual salary and benefits of the previous incumbent. Overtime or temporary employment to cover the vacancy beyond thirty (30) calendar days, **will** not be considered as the position being filled.

- m. Contractor will invoice institution directly for all meals served on a weekly basis, itemized by date.

**Special Terms and Conditions****3.3.1 Insurance Requirements:**

The Contractor **shall** furnish certification that it **will** carry insurance for the life of this contract. Coverage **shall** be for public liability and property damage with minimum coverage of \$1,000,000 each event. The policies **shall** contain a covenant by the insuring company that the policies **will** not be canceled without a thirty (30) day written notice of cancellation first given to the Division of Corrections.

**3.3.2 License Requirements:**

Contractor **shall** purchase all licenses or permits required at his expense and pay any fees necessary for a legal food service operation. The facilities **will** be responsible for American Correctional Association accreditation fees, however, contractor is responsible to insure accreditation standards are met.

Contractor **must** comply with all applicable rules and regulations of the West Virginia Worker's Compensation Fund.

Contractor **must** comply with all applicable laws, rules and regulations of any Federal, State and City government bureau or department.

**3.3.3 No Debt Affidavit:**

West Virginia State Code 5A-3-10a-(3)(d) requires that all vendors submit an affidavit of debt which certifies that there are not outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal, which **must** be completed, signed and returned with the vendor's proposal. If bidding a joint proposal, a Debt Affidavit **must** be completed for both vendors.

**3.4 General Terms and Conditions**

By signing and submitting their quotation, the successful Vendor agrees to be bound by all the terms contained in Section three (3) of this RFQ.

**3.4.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and **shall** not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the

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performance of the contract, the Vendor **shall** periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered **shall** be promptly presented in detail to the Agency.

**3.4.2 Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State **shall** have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**3.4.3 Certifications Related to Lobbying:**

Vendor certifies that no federal appropriated funds have been paid or **will** be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or **will** be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor **shall** complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification **shall** be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients **shall** certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**3.4.4 Vendor Relationship:**

The relationship of the Vendor to the State **shall** be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

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Vendor **shall** be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ and resulting contract. Neither the Vendor nor any employees or contractors of the vendor **shall** be deemed to be employees of the State for any purpose whatsoever.

Vendor **shall** be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filling of all necessary documents, forms and returns pertinent to all of the foregoing.

The Vendor **shall** not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

**3.4.5** *Indemnification:*

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claim or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

**3.4.6** *Contract Provisions:*

After the successful Vendor is selected, a formal contract purchase order **will** be executed. In addition, the RFQ and the Vendor's response **will** be included as part of the contract as reference. The order of precedence is the contract, the RFQ and the Vendor's quotation in response to the RFQ.

**3.4.7** *Governing Laws & Compliance:*

This contract **shall** be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and local Government regulations.

**3.4.8** *Compliance with Laws and Regulations:*

The contractor **shall** procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

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The Vendor **shall** pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant hereto **shall** be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**3.4.9 Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and **shall** assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State **will** consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract, however, the vendor is totally responsible for payment of all subcontractors.

**3.4.10 Term of Contract & Renewals:**

This contract **will** be effective (date set upon award) and **shall** extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period **shall** not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate **will** not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract. Prices **will** remain firm for the initial contract year. Subsequent request for contract increases with renewals cannot exceed the CPI for "Food Away from Home" Index or 3% whichever is less per each renewal.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, **shall** be viewed as binding and **shall** warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**3.4.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency **shall** give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty **shall** accrue to the Agency in the event this provision is exercised.

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**3.4.12 Contract Termination:**

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The State **shall** provide the Vendor with advance notice of performance conditions, which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State **shall** issue the Vendor an order to cease and desist any and all work immediately. The State **shall** be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

**3.4.13 Changes:**

If changes to the original contract become necessary, a formal contract change order **will** be negotiated by the State, the agency, and the vendor to address changes to the terms and conditions, costs of work included in contract. An approved contract Change Order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U. S. Mail prior to the effective date of such amendment. An approved contract Change Order is required whenever the change effects the payment provision and/or the scope of work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor **shall** determine if there is an impact on price with the change requested and provide the Agency a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price **will** be impacted by the change, the Vendor **shall** provide a description of the price increase or decrease involved in implementing the requested change.

**THE VENDOR SHALL IMPLEMENT NO CHANGE UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**3.4.14 Invoices, Progress Payments, & Retainage:**

The Vendor **shall** submit invoices, in arrears, to the facilities for actual meals served at the addresses provided pursuant to the terms of the contract.

**3.4.15 Liquidated Damages:**

According to West Virginia State Code 5A-3-4(8), Vendor agrees that liquidated damages **shall** be imposed at the rate of \$1,000 per week for failure to provide services in accordance with contract provisions. This clause **shall** in no way be considered exclusive and **shall** not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages and penalties against the Vendor.



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**3.4.16 Record Retention (Access & Confidentiality):**

Vendor **shall** comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor **shall** maintain such records a minimum of five (5) years and make available all records to agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor **shall** have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and **shall** indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

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4.1 Cost

**BID PROPOSED**

**Number of Inmate Meals Served Daily  
At HCC and MOCC Combined**

**Price Per Meal Served**

Below 4000

\_\_\_\_\_

4000-4499

\_\_\_\_\_

4500-4999

\_\_\_\_\_

5000-5499

\_\_\_\_\_

5500-5599

\_\_\_\_\_

Over 6000

\_\_\_\_\_

**Price Bid Evaluation will be based upon the 5000-5499 range.**

**In addition to Price per Meal Costs, the vendor MUST submit the following:**

- a. A proposed, five-week cycle menu based upon specifications;
- b. Proposed staffing for each facility to include titles, salary ranges and benefit package as well as job descriptions with minimum qualifications for each proposed position.
- c. References of at least 3 correctional food service operations, to include cafeteria style serving in the last 5 years, listing contact name, telephone number, location, and number of meals served daily.
- d. Purchasing Affidavit, signed by appropriate authority.

Attachment A												
2006 CALENDAR YEAR												
COMMODITY RECAP												
Mt. Olive Corr Ctr.	# of beef	dressed #	cost per #	Total Beef	# of pork	total wt.	cost per #	Total Pork	#potatoes	\$potatoes	Total	
Jan	8	4,665	1.53	\$7,137.45	6	1,317	51 cents	\$671.67			\$7,809.12	
Feb	8	5,039	1.53	\$7,709.67	6	1,551	49 cents	\$759.99			\$8,469.66	
Mar	8	4,929	1.48	\$7,294.92	6	1,675	53 cents	\$887.75			\$8,182.67	
April	8	4,850	1.43	\$6,935.50	6	1,686	47 cents	\$792.42			\$7,727.92	
May	8	4,569	1.49	\$6,807.81	9	2,691	53 cents	\$1,426.23			\$8,234.04	
June	8	5,019	1.52	\$7,628.88	9	2,547	55 cents	\$1,400.85			\$9,029.73	
July	9	5,831	1.54	\$8,979.74	9	2,745	58 cents	\$1,592.10			\$10,571.84	
August	9	5,698	1.44	\$8,205.12	9	2,781	54 cents	\$1,501.74			\$9,706.86	
Sept.	6	3,958	1.58	\$6,253.64	9	2,754	61 cents	\$1,679.94			\$7,933.58	
October	6	4,269	1.56	\$6,659.64	9	2,754	61 cents	\$1,679.94			\$8,339.58	
November	6	3,694	1.59	\$5,873.46	9	2,358	57 cents	\$1,344.06	15,000	\$1,800.00	\$9,017.52	
December	6	4,029	1.54	\$6,204.66	9	2,691	57 cents	\$1,533.87	10,000	\$1,400.00	\$9,138.53	
	90	56,550		\$85,690.49	96	27,550		\$15,270.56	25,000	\$3,200.00	\$104,161.05	

Attachment A												
2006 CALENDAR YEAR												
COMMODITY RECAP												
Hutts Corr Center	# of beef	dressed #	cost per #	Total Beef	# of pork	#potatoes	cost per #	\$ potatoes	\$ potatoes	total		
Jan	6 reg	3,629	1.53	\$5,465.04	0	5,750	0.1	\$ 575.00	\$6,040.04			
Feb	6 reg	3,992	1.53	\$5,992.14	0	5,250	0.1	\$ 525.00	\$6,517.14			
Mar	6 reg	3,745	1.48	\$5,444.07	0	2,500	0.1	\$ 250.00	\$5,694.07			
April	6 reg	3,529	1.43	\$4,958.33	0	7,000	0.1	\$ 700.00	\$5,658.33			
May	6 reg	3,718.20	1.49	\$5,442.24	0	4,600	0.1	\$ 460.00	\$5,902.24			
June	0	0	0	\$0.00	0	0		\$ -	\$0.00			
July	0	0	0	\$0.00	0	0		\$ -	\$0.00			
August	0	0	0	\$0.00	0	0		\$ -	\$0.00			
Sept.	0	0	0	\$0.00	0	0		\$ -	\$0.00			
October	0	0	0	\$0.00	0	0		\$ -	\$0.00			
November	0	0	0	\$0.00	0	5,250	0.14	\$ 735.00	\$735.00			
December	0	0	0	\$0.00	0	3,150	0.14	\$ 441.00	\$441.00			
	26r/24hb	18,613		\$27,301.82	0	33,500		\$ 3,686.00	\$30,987.82			

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**Anthony Correctional Center****Operating Environment**

The Anthony Correctional Center (herein after as ACC) is located near Neola, Greenbrier County, West Virginia. This facility houses youthful offenders aged 18-25 years, short term adult males and regular commitment adult females. The Center's capacity is approximately 220 residents.

All residents are required to attend meals. Additionally, approximately forty (40) staff members eat in the dining room daily.

Food Service is overseen by a Supervisor and assisted by four (4) additional food service workers on a rotating schedule. These State employees **will** retain their positions and current duties under the terms of this Alternate Proposal and **will** continue to receive all wages and benefits from the Agency. Any staff vacancies that occur during the life of this contract **will** be filled by the Agency with a State worker.

Anthony Center **will** retain its contract with a dietician licensed in the State of West Virginia.

Approximately fourteen (14) offenders, seven (7) per shift, are assigned to the kitchen under the direct supervision of food service staff. The Center is responsible for selecting, training and supervising these offenders. The Center **will** also continue to provide appropriate clothing and wages.

Anthony Center participates in the Federal Child Nutrition Program and periodically receives foodstuffs from the Federal Surplus Program

The Anthony Correctional Center is a fully accredited ACA and NCCHC facility.

**Procurement Specifications****Scope of Work:**

The Contractor **will** be expected to oversee or provide the following services as part of the food service program:

1. Provide three (3) meals per day, of which two (2) **must** be hot, during hours as stipulated in proposal agreed to by ACC and the Contractor.

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2. Provide medical diets, as approved by the Medical Director and religious diets as approved by the facility Religious Coordinator, both in writing.
3. The Contractor **will** provide one full-time on-site food service manager to oversee food service operations.
4. Implement a six (6) week cycle menu that meets basic nutritional and caloric requirements established by the American Dietetics Association (ADA), taking inmate food preferences as approved by the Warden or their designee.
5. Install or affirm standard recipes consistent with the menus.
6. Install or affirm standard methods of preparation throughout the food service department, which **shall** include the proper timing of all food preparation, as well as, definite food production methods.
7. Install the latest known food cost control methods, assuring the best possible food cost per tray served, taking quality into consideration.
8. Set up buying guides to be used in the operation, for all phases of buying, to ensure proper control.
9. Make available the services of a safety engineer, experienced in all safety measures, as needed, to assure the proper prevention of accidents in the kitchen and dining areas.
10. Assume the cost and expenses of the food service operation in the following areas:
  - a. Labor and Benefits –For the assigned on-site Manager.
  - b. Bookkeeping
  - c. Corporate supervision of Manager
  - d. Audit provisions
  - e. All foodstuffs
  - f. All paper, Styrofoam, plastic, aluminum foils, and any other disposable products used in the food service operation to include dishwasher detergent and related water treatment supplies.
  - g. All office supplies, telephone, fax and line charges, as well as computers, printers and data circuit charges for the operation.

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11. Contractor **will** provide, at no additional cost to the facility, special holiday meals, which **shall** include Easter, Thanksgiving and Christmas. Contractor **shall** also provide at the same cost per meal price, meals for two, 1-day open house event (dates designated by Warden for inmates, family and friends). Contractor **will** be notified in advance of the approximate number to prepare.
12. Contractor **shall** indicate the number of offenders necessary in the performance of the food service operations. The facility **will** have the final authority regarding these workers and **will** be responsible for wages, uniform and any training required by the State Health Department to work as a food handler. The Contractor **will** be responsible ensuring all safety standards are met.
13. Contractor **shall** indicate the procurement source of all foodstuffs provided by listing company name and address and Contractor **must** use West Virginia businesses if they are low bid, as suppliers.
14. Contractor **must** utilize, as required by WV law, beef, pork, and potatoes, if available, from the West Virginia Department of Agriculture. The facility **will** pay the Agriculture invoice upon receipt of verification that commodities have been received. Each facility business office **will** furnish a copy of the invoice to the Food Service Director who **will** apply that amount as credit towards the next billing. The Contractor **must** notify the Business Office by the 10<sup>th</sup> of the month of the required need for Agriculture commodities to be ordered. The West Virginia Department of Agriculture **will** confirm the availability by the end of the month. See Attachment "A" for recent Agriculture Report.  
  
Additionally, ACC periodically receives foodstuffs from the WV Department of Agriculture Donated Foods program. The facility **will** pay the Agriculture invoice and furnish a copy to the Food Service Director. The vendor **shall** apply that amount as credit toward the next billing. Attachment "C" provides a listing of recent donations.
15. In case of emergency, the Contractor **shall** maintain an inventory of food sufficient to feed inmates and staff for three (3) days.

16. The Anthony Correctional Center participates in the Federal School Breakfast/Lunch program. The contractor **shall** be responsible for implementing the six-week cycle menus to meet all specifications of this program for reimbursable meals. Upon review, the Contractor **will** be liable for recovered funds for those meals that do not comply with required USDA guidelines.

### ADDITIONAL INFORMATION

Meal serving times:

Breakfast	6:00-7:45 a.m.
Lunch	11:00-12:45 p.m.
Dinner	4:30-6:00 p.m.

### STAFF MEALS

Meal service **will** be available for staff at Anthony Center. The menu **will** be the same as that served the resident population for that meal. The Contractor **shall** have an established meal price and **will** be responsible for providing staffing required to directly collect payment. All staff **shall** pay for meals.

### MENU, MEALS AND OTHER CONDITONS

**Attachment "B" documents the current six (6) week cycle menu that shall be provided by the Contractor.**

1. Portions sizes "as served", not raw sized, **must** be clearly indicated on the menu including the cooked meat weight in combination entrées. Portion sizes of all foodstuffs on menu **shall** be indicated.
2. To avoid excessive fat calories, portions for margarine, butter, salad dressing, and mayonnaise **shall** not exceed ½ ounce per serving.
3. To assure minimum level of menu quality, at least five (5) ½ cup fruits and vegetables equivalents are required each day on the menu. USDA School Lunch Buying Guide **shall** be used to determine qualifying equivalents. A minimum daily variety of four (4) different fruits and vegetables **shall** be used to meet the



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- requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.
4. Well-balanced meals **must** provide caloric value as specified by Child Nutrition guidelines.
  5. The Recommended Dietary Allowances for males and females 18 years of age and older **shall** be met.
  6. The menu **shall** be provided with corrections-tested products and facility approved recipes for offender acceptability. A variety of food flavors, textures, temperatures, and appearances **shall** be used. The bidder **shall** provide a method to monitor resident preferences and to make acceptable menu adjustments.
  7. A meal **shall** be provided for residents who miss the service of the regularly scheduled meal.
  8. Contractor **shall** supply all condiments as appropriate, such as **mustard**, ketchup, mayonnaise, salad dressings, etc. These items **will not** be included in the daily caloric count.
  9. Two samples meal for testing purposes **shall** be maintained for twenty-four hours for each meal served. No payment **shall** be made for meals found to be spoiled, unwholesome or otherwise do not meet contract requirements.
  10. Documentation of all meals served, including substitutions, **shall** be maintained. A plan for assuring nutritional compliance with substitutions **shall** be maintained.
  11. Only wholesome products may be purchased or used in production. Proper food sanitation and storage **shall** be maintained. The vendor is required to follow pre-approved product purchasing specifications.
  12. All meals **must** be supervised to result in items with the appropriate appearance and taste.
  13. Commodities can only be purchased through vendors that can provide proper foods for religious diets, i.e. kosher, etc. The contractor **will** be responsible for the cost of these meals.
  14. The dining room **will** be supervised by ACC staff in order that residents pass only once through the cafeteria line.

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15. The facility **will** provide adequate supervision for the Kitchen during scheduled operation and Dining Area for meal times.
16. The facility **will** provide the Contractor with a food service facility completely equipped and ready to operate, together with such heat, fuel, refrigeration and utilities and labor, both State employees and residents, reasonably required for an efficient operation. Anthony Center **will** make equipment repairs and replacements for state owned equipment, and **will** furnish building and equipment maintenance services for premises. The facility **will** provide an adequate inventory of glassware, metal ware, silverware, eating and cooking utensils and feeding trays. The contractor is responsible for the proper storage and control of these items to prevent theft, damage, or other loss.
17. Contractor **shall** be responsible for the oversight of routine cleaning, housekeeping, and sanitation in the food preparation service and storage areas. Contractor **shall** insure that high standards of sanitation are maintained. ACC **will** supply all necessary cleaning supplies for food service. All office supplies, telephone, fax, etc., necessary for the operation **will** be at Contractor's expense.
18. The facility **will** be responsible for pest, vermin and rodent control as well as fees for trash and garbage removal.
19. The Division of Corrections **will** have full and complete access to the food service facilities with or without advance notice. Contractor's representative **will** be requested to accompany Agency representatives when inspecting such facilities.
20. The Contractor **shall** keep full and accurate records regarding all phases of this contract, including, but not limited to, costs, inventories, menus, special diets, staffing and number of meals served. All such records **shall** be retained for the life of the contract, and **shall** be available for inspection or audit by the Division of Corrections or facility staff, or other authorized State agencies at any reasonable time during regular working hours. Copies of such records **shall** be supplied to the Division of Corrections upon termination of the contract.
21. The food service operation and management **shall** be in accordance with the Standards of the American Correctional Association, the National Commission on Correctional Health Care, the Federal Child Nutrition Program guidelines and applicable West Virginia statutes.

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22. The Agency **shall** specify the policies and procedure to be followed in dealing with offender complaints regarding any aspect of the food service program, in accordance with facility regulations. Specifically, the facilities require that all complaints received by the administrative staff be referred, in writing, to the Contractor. The Contractor's Food Service Director **will** respond, in writing, to the approximate administrative officer within three (3) days following receipt of the complaint.

**CONTRACT PERSONNEL**

The Contractor **shall** provide a full time on-site Manager. This employee's work schedule **shall** not be less than forty (40) hours per week.

Contractor **will** furnish the resumé for proposed manager for the Warden's review and approval at least fifteen (15) days prior to commencement of contract services. The Food Service Director **shall** have a minimum of five (5) years prior institutional food service experience, preferably in a correctional setting.

Personnel employed by the Contractor **shall**:

- a. Be employed in accordance with an approved EEO/AA program.
- b. Meet all requirements of the West Virginia Department of Health.
- c. Be required to pass a background investigation conducted by the Agency as a prerequisite for initial and/or continued employment and be approved by the Warden for hire.
- d. Comply with all policies and procedures of the Division of Corrections and the Anthony Correctional Center. The Warden **will** have the authority to deny access to the facility, to any Contractor's employee.
- e. Be responsible to report any problem or unusual incidents to the Warden or designee.
- f. Contractor's employee **will** be required to attend a forty (40) hour on-site Orientation program. The facility **will** be responsible for providing the training; however, the Contractor **will** be responsible for any costs incurred for these employees during the training, such as salaries, benefits,

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etc. All employees of the vendor **will** be required to complete forty (40) hours annual in-service training and comply with all training requirements pursuant to Division of Corrections policy and American Correctional Association Standards.

- g. At a minimum, a monthly meeting is required between facility staff and the food service manager to discuss significant issues as well as attendance at any other meetings called by the institutional Warden or his designee.
- h. The Contractor **will** provide their food service manager with adequate and appropriate in-service training.
- i. Contractor **shall** promulgate and distribute a written job description to their personnel, which clearly delineates his/her assigned responsibilities. Copies **shall** be provided to the Warden or designee. Contractor **shall** monitor performance of management staff to ensure adequate job performance in accordance with these job descriptions.
- j. The Contractor **shall** arrange and pay for all physical examinations required for contracted personnel. Physical examinations for offenders **shall** be the responsibility of the facility.
- k. The books and records of the vendor pertaining to the food service operations under this agreement **shall** be available for a period of three (3) years from the close of the fiscal year to which they pertain.
- l. Under no circumstances should the administrative position remain vacant for longer than thirty (30) calendar days. In the event a position remains unfilled beyond this stipulated period, the contractor **shall** reduce the weekly invoice for meals served by 108% of one-twelfth (1/12) of the annual salary and benefits of the previous incumbent. Overtime or temporary employment to cover the vacancy beyond thirty (30) calendar days, **will** not be considered as the position being filled.
- m. Contractor will invoice the institution directly for all meals served on a weekly basis, itemized by date.

4.1 Cost

**BID PROPOSED**

**Number of Offender Meals Served Daily**

**Price per Meal Served**

660-700

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**In addition to Price per Meal Cost, the vendor MUST submit the following:**

- a. **Proposed Manager for the facility to include titles, salary range, benefit package as well as job description with minimum qualifications.**
- b. **References of at least 3 correctional food service operations, to include cafeteria style serving in the last 5 years, listing contact name, telephone number, location, and number of meals served daily.**
- c. **Purchasing Affidavit, signed by appropriate authority.**

<b>Attachment A</b>												
<b>2006 CALENDAR YEAR</b>												
<b>COMMODITY RECAP</b>												
<b>Anthony Center</b>	<b># of beef</b>	<b>total wt.</b>	<b>cost per #</b>	<b>Total Beef</b>	<b># of pork</b>	<b>total wt.</b>	<b>cost per #</b>	<b>Total Pork</b>	<b>Total</b>			
	<b>5r/4hb</b>		<b>.93/.55</b>	<b>\$7,522.30</b>						<b>\$8,249.05</b>		
Jan		10,250		\$7,522.30	6	1,425		\$726.75	\$8,249.05			
Feb	0	0	0	0	8	2,014	49 cents	\$986.86	\$986.86			
Mar	0	0	0	0	8	1,814	53 cents	\$961.42	\$961.42			
April	0	0	0	0	7	1,776	47 cents	\$834.72	\$834.72			
May	0	0	0	0	7	1,695	53 cents	\$898.35	\$898.35			
June	4r/4hb	9,025	.85/.56	\$6,250.25	7	1,755	55 cents	\$965.25	\$7,215.50			
July	4r/4hb	8,852	.86/.57	\$6,234.64	7	1,060	63 cents	\$938.70	\$7,173.34			
August	4r/4hb	8,929	.84/.53	\$5,980.12	7	1,800	54 cents	\$972.00	\$6,952.12			
Sept.	4r/4hb	8,572	.93/.55	\$6,193.56	7	1,690	57 cents	\$963.30	\$7,156.86			
October	5r/4hb	10,583	.93/.52	\$7,715.11	8	1,865	52 cents	\$969.80	\$8,684.91			
November		0	0	\$0.00	7	1,750	51 cents	\$892.50	\$892.50			
December		0	0	\$0.00	8	1,775	52 cents	\$923.00	\$923.00			
	26r/24hb	56,211		\$39,895.98	87	20,419		\$11,032.65	\$50,928.63			

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Attachment B

Anthony Correctional Center

**Cycle Menu 1**

<b>Week Of:</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>Sunday</b>	<b>Scrambled Eggs, Bacon, Cereal *, Toast, Fruit, Coffee &amp; Milk**</b>	<b>Pizza Sub, w/sausage, Bun, Tossed Salad, Brown Rice, Beans,*** Fruit, Milk</b>	<b>Beef Tamale Pie Corn, Brown Rice, Beans, Dessert or Fruit **** Kool-Aid</b>
<b>Monday</b>	<b>Pancakes w/Syrup, Bacon, Cereal, Fruit, Coffee and Milk</b>	<b>Beef B-Q, Bun, Cole Slaw, Potato Salad, Brown Rice, Beans, Fruit, Milk</b>	<b>Tuna Noodles, Peas, Bread, Butter, Brown Rice, Beans, Kool-Aid</b>
<b>Tuesday</b>	<b>Boiled Eggs, Toast, Cereal, Fruit, Coffee &amp; Milk</b>	<b>Navy Beans, Cooked Cabbage, Cornbread, Brown Rice, Beans, Fruit &amp; Milk</b>	<b>Meatball Hoagies w/cheese, Bun, Green Beans, Brown Rice, Beans, Kool-Aid</b>
<b>Wednesday</b>	<b>Sausage Gravy, Biscuits, Cereal, Fruit, Coffee and Milk</b>	<b>Hamburgers, Bacon, Bun, Cheese, Lettuce, Tomato, Macaroni Salad, Brown Rice, Beans, Fruit &amp; Milk</b>	<b>Pork Chops, Mashed Potatoes*****, Corn &amp; Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Thursday</b>	<b>Scrambled Eggs w/Ham and Cheese, Toast, Cereal, Fruit, Coffee and Milk</b>	<b>Chicken Breast, Green Beans, Macaroni &amp; Cheese, Bread, Brown Rice, Beans, Fruit, Milk</b>	<b>Hot Dogs w/chili, Bun, Coleslaw, Chips, Baked Beans, Applesauce, Brown Rice, Beans, Kool-Aid</b>
<b>Friday</b>	<b>French Toast/Syrup, Bacon, Cereal, Fruit, Coffee &amp; Milk</b>	<b>Chili w/beans, P.B. &amp; Jelly Sandwiches, Brown Rice, Beans, Fruit and Milk</b>	<b>Fish Sticks, Butter Potatoes, Mixed Vegetables, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Saturday</b>	<b>Boiled Eggs, Corn Beef Hash, Toast, Cereal, Fruit, Coffee and Milk</b>	<b>Beef Pot Pie, Broccoli and Cheese, Brown Rice, Beans, Fruit and Milk</b>	<b>Spaghetti w/Sauce, Green Beans, Garlic Toast, Brown Rice, Beans, Kool-Aid</b>

\* Hot cereals will be served the months of October through February; cold cereals will be provided March through September.

\*\* Milk served shall be 2%.

\*\*\* Desserts shall be served three Suppers per week; fruit shall be provided the remaining four meals.

\*\*\*\* Two additional dishes of brown rice and beans shall be served at every lunch and supper.

\*\*\*\*\* All potato dishes shall be made from whole vegetable.

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Attachment B

Anthony Correctional Center

**Cycle Menu 2**

<b>Week of:</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>Sunday</b>	<b>Pancakes/Syrup, Bacon, Oatmeal, Fruit, Coffee and Milk</b>	<b>Grilled Cheese, French Fries, Mixed Vegetables, Brown Rice, Beans, Fruit &amp; Milk</b>	<b>Ground Beef &amp; Macaroni, Green Beans, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Monday</b>	<b>French Toast, Syrup, Bacon, Cereal, Fruit, Coffee &amp; Milk</b>	<b>Chicken Fajita w/Onions &amp; Green Peppers, Cheese, Sour Cream, Mexicali Corn, Brown Rice, Beans, Fruit &amp; Milk</b>	<b>Lasagna, Tossed Salad, Garlic Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Tuesday</b>	<b>Scrambled Egg, Sausage Patty, Cereal, Toast, Fruit, Coffee and Milk</b>	<b>Roast Beef w/Gravy, Mashed Potatoes, Green Beans, Bread, Brown Rice, Beans, Fruit &amp; Milk</b>	<b>Pinto Beans, Cooked Cabbage, Cornbread, Brown Rice, Beans, Kool- Aid</b>
<b>Wednesday</b>	<b>Breakfast Burrito w/Cheese, Ham, Onions, Cereals, Fruit, Coffee and Milk</b>	<b>Spaghetti w/ Meat Sauce, Tossed Salad, Garlic Toast, Brown Rice, Beans, Fruit, Milk</b>	<b>Turkey Pot Pie, Macaroni &amp; Cheese, Brown Rice, Beans, Kool- Aid</b>
<b>Thursday</b>	<b>Sausage Gravy, Biscuits, Fried Potatoes, Fruit, Coffee and Milk</b>	<b>Vegetable Soup w/PB &amp; Jelly Sandwiches, Brown Rice, Beans, Fruit and Milk</b>	<b>Pork Chops, Sweet Potatoes, Corn, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Friday</b>	<b>Fried Egg &amp; Cheese Toast, Cereal, Fruit, Coffee and Milk</b>	<b>Tacos w/Cheese, Tomato, Lettuce, Onions, Sour Cream, Corn, Brown Rice, Beans, Fruit and Milk</b>	<b>Meat Loaf, Mashed Potatoes, Mixed Vegetables, Brown Rice, Beans, Kool- Aid</b>
<b>Saturday</b>	<b>Boiled Eggs, Corn Beef Hash, Cereal, Toast, Fruit, Coffee and Milk</b>	<b>Beef Ravioli, Peas, Bread, Butter, Applesauce, Brown Rice, Beans, Milk</b>	<b>Navy Beans, Spinach, Corn, Bread, Brown Rice, Beans, Kool-Aid</b>



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Attachment B

Anthony Correctional Center

**Cycle Menu 3**

<b>Week Of:</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>Sunday</b>	<b>Scrambled Eggs, Bacon, Cereal, Toast, Fruit, Coffee &amp; Milk</b>	<b>Pizza Burger w/Bun Pepperoni, Cheese, Corn, Brown Rice, Beans, Fruit and Milk</b>	<b>Hot Dogs, Bun, Chili, Coleslaw, Lima Beans, Brown Rice, Beans, Kool-Aid</b>
<b>Monday</b>	<b>Breakfast Burrito, W/Cheese, Ham, Green Peppers, Onions, Cereal, Fruit, Coffee &amp; Milk</b>	<b>Chef Salad, Ham, Turkey, Eggs, Cheese, Baked Potato, Sour Cream, Butter, Brown Rice, Beans, Fruit and Milk</b>	<b>Pork Chops, Macaroni &amp; Cheese, Peas, Bread, Butter, Brown Rice, Beans, Kool-Aid</b>
<b>Tuesday</b>	<b>French Toast w/Syrup, Cereal, Fruit, Coffee and Milk</b>	<b>Hamburgers w/Bacon, Cheese, Tomato, Lettuce, Onion, Pickles, Potato Salad, Brown Rice, Beans, Fruit &amp; Milk</b>	<b>Great Northern Beans, Collard Greens, Cornbread, Brown Rice, Beans, Kool-Aid</b>
<b>Wednesday</b>	<b>Corn Beef Hash, Boiled Eggs, Cream of Wheat, Toast, Fruit, Coffee and Milk</b>	<b>Calzones, Cheese, Pepperoni, Tossed Salad, Brown Rice, Beans, Fruit and Milk</b>	<b>Beef and Bean Burrito, Lettuce, Tomato, Onion, Tortilla Shell, Sour Cream, Corn, Brown Rice, Beans, Kool-Aid</b>
<b>Thursday</b>	<b>Pancakes/Syrup, Sausage, Oatmeal, Fruit, Coffee and Milk</b>	<b>Chicken Dumplings, Green Beans, Brown Rice, Beans, Fruit, and Milk</b>	<b>Beef Stew, Broccoli and Cheese, Bread and Cake w/Icing, Brown Rice, Beans, Kool-Aid</b>
<b>Friday</b>	<b>Hamburger Gravy, Biscuits, Cereal, Fruit, Coffee and Milk</b>	<b>Cold Cut Subs, Ham, Turkey, Bologna, Cheese, Lettuce, Tomato, Onions, Pickles, Macaroni Salad, Brown Rice, Beans, Fruit and Milk</b>	<b>Hamburger Steak, Gravy, Mashed Potatoes, Green Beans, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Saturday</b>	<b>Scrambled Eggs, Toast, Jelly, Cereal, Fruit, Coffee and Milk</b>	<b>Spaghetti, Corn, Bread, Brown Rice, Beans, Fruit and Milk</b>	<b>Fish Sticks, Macaroni &amp; Cheese, Corn, Pudding, Brown Rice, Beans, Kool-Aid</b>

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Attachment B

Anthony Correctional Center

**Cycle Menu 4**

<b>Week Of:</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>Sunday</b>	<b>Cinnamon Rolls, Cereal, Fruit, Coffee and Milk</b>	<b>Taco's, Lettuce, Tomato, Onion, Cheese, Refried Beans, Sour Cream, Corn, Brown Rice, Beans, Fruit and Milk</b>	<b>Turkey, Gravy, Green Beans, Macaroni &amp; Cheese, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Monday</b>	<b>Pancakes/Syrup, Bacon, Cereal, Fruit, Coffee and Milk</b>	<b>Chili w/Beans, PB &amp; J Sandwiches, Crackers, Brown Rice, Beans, Fruit and Milk</b>	<b>Baked BBQ Chicken, Sweet Potatoes, Peas, Biscuits, Brown Rice, Beans, Kool- Aid</b>
<b>Tuesday</b>	<b>Sausage Patty, Toast, Cereal, Fruit, Coffee and Milk</b>	<b>Scrambled Eggs, Bacon, Fried Potatoes, Toast, Jelly, Brown Rice, Beans, Fruit and Milk</b>	<b>Lasagna, Green Beans, Garlic Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Wednesday</b>	<b>Boiled Eggs, Corn Beef Hash, Toast, Cereal, Fruit, Coffee and Milk</b>	<b>Chicken Salad w/Bun, Lettuce, Tomato, Potato Salad, Brown Rice, Beans, Fruit and Milk</b>	<b>Pinto Beans, Cooked Cabbage, Cornbread, Brown Rice, Beans, Kool- Aid</b>
<b>Thursday</b>	<b>Scrambled Eggs, Bacon, Toast, Cereal, Fruit, Coffee and Milk</b>	<b>Potato Soup, Grilled Cheese Sandwiches, Crackers, Brown Rice, Beans, Fruit and Milk</b>	<b>Ground Beef and Macaroni, Lima Beans, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Friday</b>	<b>French Toast/Syrup, Bacon, Cereal, Fruit, Toast, Coffee and Milk</b>	<b>Pizza w/Pepperoni, Cheese, Tossed Salad, Brown Rice, Beans, Fruit and Milk</b>	<b>Hot Dogs, Chili, Coleslaw, Bun, Pork-n-Beans, Brown Rice, Beans, Kool-Aid</b>
<b>Saturday</b>	<b>Scrambled Eggs, Cereal, Fruit, Toast, Coffee and Milk</b>	<b>Navy Beans, Collard Greens, Cornbread, Brown Rice, Beans, Fruit and Milk</b>	<b>Tuna Noodles, Peas, Applesauce, Bread, Brown Rice, Beans, Kool-Aid</b>

COR61353 Alternate#1  
Attachment B

Anthony Correctional Center

**Cycle Menu 5**

<b>Week of:</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>Sunday</b>	<b>Bacon, Eggs, Cereal, Fruit, Toast, Coffee and Milk</b>	<b>Spaghetti, Corn, Applesauce, Garlic Toast, Brown Rice, Beans, &amp; Milk</b>	<b>Chicken, Potato Salad, Baked Beans, Bread, Butter, Brown Rice, Beans, Kool-Aid</b>
<b>Monday</b>	<b>Sausage Gravy, Biscuits, Cereal, Jelly, Fruit, Coffee and Milk</b>	<b>Sloppy Joes, Bun, Coleslaw, French Fries, Brown Rice, Beans, Fruit and Milk</b>	<b>Ham Steak, Corn, Broccoli w/Cheese, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Tuesday</b>	<b>Fried Eggs, Cheese, Cereal, Fruit, Toast, Coffee and Milk</b>	<b>Chicken Noodle Soup, PB&amp; J Sandwiches, Carrots and Celery Sticks, Ranch Dressing, Brown Rice, Beans, Fruit and Milk</b>	<b>Biscuits &amp; Gravy w/Beef, Macaroni &amp; Cheese, Fried Potatoes, Sliced Apples, Brown Rice, Beans, Kool-Aid</b>
<b>Wednesday</b>	<b>Pancakes/Syrup, Sausage, Cereal, Fruit, Coffee and Milk</b>	<b>Steak, Baked Potatoes, Green Beans, Bread, Brown Rice, Beans, Fruit and Milk</b>	<b>Great Northern Beans, Cooked Cabbage, Cornbread, Brown Rice, Beans, Kool-Aid</b>
<b>Thursday</b>	<b>Egg Sandwich w/Cheese, Cereal, Fruit, Coffee and Milk</b>	<b>Beef and Bean Burrito, Lettuce, Tomato, Sour Cream, Corn, Brown Rice, Beans, Fruit and Milk</b>	<b>Turkey, Mashed Potatoes, Gravy, Peas, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Friday</b>	<b>Hamburger Gravy, Biscuits, Cereals, Fruit, Coffee and Milk</b>	<b>Pizza w/ Pepperoni and Cheese, Tossed Salad, Brown Rice, Beans, Fruit and Milk</b>	<b>Pork Chops, Macaroni &amp; Cheese, Mixed Vegetables, Brown Rice, Beans, Kool-Aid</b>
<b>Saturday</b>	<b>French Toast, Bacon, Cereal, Fruit, Coffee and Milk</b>	<b>Ham &amp; Cheese Sandwiches, Lettuce, Tomato, Pork-n-Beans, Chips, Brown Rice, Beans, Fruit and Milk</b>	<b>Hamburger Steak, Potatoes, Mixed Vegetables, Brown Rice, Beans, Kool-Aid</b>

COR61353 Alternate#1  
Attachment B

Anthony Correctional Center

**Cycle Menu 6**

<b>Week Of:</b>	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>Sunday</b>	<b>Boiled Eggs, Toast, Cereal, Fruit, Coffee and Milk</b>	<b>Fish Sandwiches, W/Bun, Cheese, Corn, Brown Rice, Beans, Fruit and Milk</b>	<b>Meat Loaf, Macaroni &amp; Cheese, Green Beans, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Monday</b>	<b>Eggs, Toast, Oatmeal, Fruit, Coffee and Milk</b>	<b>Beef Tamali Pie, Tossed Salad, Brown Rice, Beans, Fruit and Milk</b>	<b>Pork Chops, Butter Potatoes, Peas, Bread, Brown Rice, Beans, Kool-Aid</b>
<b>Tuesday</b>	<b>Pancakes, Sausage, Cereal, Fruit, Coffee and Milk</b>	<b>Vegetable Soup w/ Beef, Grilled Cheese Sandwiches, Crackers, Brown Rice, Beans, Fruit and Milk</b>	<b>Pizza Bread, Cheese, Pepperoni, Tossed Salad, Brown Rice, Beans, Kool-Aid</b>
<b>Wednesday</b>	<b>Egg Sandwiches w/Cheese, Cereal, Fruit, Coffee and Milk</b>	<b>Spaghetti, Corn, Garlic Toast, Brown Rice, Beans, Fruit and Milk</b>	<b>Pork Steak, Fried Potatoes, Lima Beans, Bread and Butter, Brown Rice, Beans, Kool-Aid</b>
<b>Thursday</b>	<b>Hamburger Gravy, Toast, Cereal, Fruit, Coffee and Milk</b>	<b>BBQ Chicken, Mixed Vegetables, Scalloped Potatoes, Bread, Brown Rice, Beans, Fruit and Milk</b>	<b>Beef Pot Pie, Green Beans, Cornbread, Brown Rice, Beans, Kool-Aid</b>
<b>Friday</b>	<b>Breakfast Burrito, Cereal, Fruit, Coffee and Milk</b>	<b>Chef Salad w/Ham, Turkey, Cheese, Baked Potato, Butter, Sour Cream, Brown Rice, Beans, Fruit and Milk</b>	<b>Navy Beans, Spinach, Cornbread, Butter, Brown Rice, Beans, Kool-Aid</b>
<b>Saturday</b>	<b>French Toast, Bacon, Cereal, Milk, Coffee and Fruit</b>	<b>Egg Salad Sandwiches, Baked Beans, Brown Rice, Beans, Fruit and Milk</b>	<b>Beef Ravioli, Corn Tossed Salad, Garlic Toast, Brown Rice, Beans, Kool-Aid</b>

**COR61353 Alternate #2**

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**Lakin Correctional Facility****Operating Environment**

The Lakin Correctional Facility is the only all female prison in the West Virginia Division of Corrections. It is located in Mason County, approximately six miles north of Point Pleasant on State Route 62.

The facility is newly built and accepted its first inmates in January, 2003. The current capacity is 412 and another thirty-six beds **will** be completed in June, 2007 bringing the total capacity to 448.

If awarded, this contract **will** commence October 1, 2007.

**Procurement Specifications****Scope of Work:**

The Scope of Work for Alternate #2 **shall** be the same as COR61353 except as noted below:

References to Mt. Olive Correctional Complex (MOCC) and Huttonsville Correctional Center (HCC) **shall** be substituted with Lakin Correctional Facility (LCF).

16. Contractor **will** be required to prepare meals on trays for transportation on state owned "hot carts" to inmates not able, or allowed to eat in the main dining room.

Approximate numbers per meal are:

Segregation Unit:	48
Medical Unit/Infirmary:	11

20. Omit – Lakin does not participate in the Federal Child Nutrition program at this time.

**Additional Information**

Meal serving times:

LCF:	Breakfast	6:45 am – 8:00 am
	Lunch	11:30 am – 12:30 pm
	Dinner	4:30 pm – 5:30 pm

**COR61353 Alternate #2      Lakin Correctional Facility**

**Menu, Meals and Other Conditions**

6. The Recommended Dietary Allowances for females 18 years of age and older **shall** be met.

**Contract Personnel**

The Contractor **shall** provide, at a minimum, the following staffing for the Lakin Correctional Facility: one (1) food service director; one (1) lead cook; and two (2) food service supervisors.

COR61353 Alternate #2 Lakin Correctional Facility

4.1 Cost

Bid Proposed

<u>Number of Inmate Meals Served Daily At LCF</u>	<u>Price per Meal Served</u>
600-799	_____
800-999	_____
1000-1350	_____

Price Bid evaluation MUST be based upon the 800-999 range.

In addition to Price per Meal Costs, the vendor shall submit the following:

- a. A proposed, five-week cycle menu based upon specifications;
- b. Proposed staffing for each facility to include titles, salary ranges and benefit package as well as job descriptions with minimum qualifications for each proposed position.
- c. References of at least 3 correctional food service operations, to include cafeteria style serving in the last 5 years, listing contact name, telephone number, location, and number of meals served daily.
- d. Purchasing Affidavit, signed by appropriate authority.

**COR61353 Price Bid Evaluation**

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1. It is the Agency's intent to award this contract to one vendor. For the basis of determining low bid, the price bid evaluation will be the total of price per meal served column for the range of meals served.

<b>Institutions</b>	<b>Range of inmate meals served daily</b>	<b>Price per meal</b>
HCC and MOCC	5000-5499	_____
ACC	660-700	_____
LCF	800-999	_____
<b>TOTAL BID FOR EVALUATION</b>		_____

2. However, the State reserves the right not to award alternate #1 for Anthony Center, or Alternate #2 for Lakin Correctional Facility, but the price per meal cost will still be a component of the total bid cost above.
3. By returning signed bid, bidder agrees to all terms, conditions and mandatory requirements with no exclusions or substitutions.

If any mandatory requirement is not met, bid will be disqualified.



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_