



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
RJC548

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-0492

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

REG'L JAIL & CORR'L AUTH'Y

 1325 VIRGINIA STREET EAST
 CHARLESTON, WV
 25301 304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/03/2006				

BID OPENING DATE: 10/18/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		962-19		
FOOD AND COMMISSARY SERVICES REQUEST FOR PROPOSAL 1.1 THE ACQUISITION AND CONTRACT ADMINISTRATION SECTION OF THE DIVISION OF PURCHASING IS SOLICITING PROPOSALS FOR THE DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY, WV REGIONAL JAIL AND CORRECTIONAL FACILITY AUTHORITY "AGENCY" TO PROVIDE INMATE COMMISSARY AND FOOD SERVICE AT VARIOUS FACILITIES LOCATED THROUGHOUT THE STATE OF WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. IT IS THE INTENT OF THE WV REGIONAL JAIL AND CORRECTIONAL FACILITY AUTHORITY TO AWARD ON CONTRACT FOR THE PROVISION OF THE SERVICES INCLUDED IN THIS SOLICITATION. A MANDATORY ON-SITE PRE-BID WILL BE HELD ON 9/27/06 AT 1:30 PM. PRE-BID WILL BE CONDUCTED AT 1325 VIRGINIA STREET EAST, CHARLESTON, WV. FAILURE TO ATTEND THE PRE-BID WILL RESULT IN DISQUALIFICATION OF THE BID. VENDOR PREFERENCE CERTIFICATE CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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.

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
Charleston, WV 25305-0130



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<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 PRECEDING SUBMISSION OF THIS BID; OR</p>						

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<p>() 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 & 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 CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND</p>						

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<p>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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09/03/2006				

BID OPENING DATE: **10/18/2006** BID OPENING TIME **01:30PM**

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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: RP</p> <p>RFQ. NO.: RJC548</p> <p>BID OPENING DATE AND TIME</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 RJC548 ***** TOTAL: _____</p>						

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1.2 Project:

The mission or purpose of this requisition is to engage the services of a qualified organization to provide inmate commissary and food service at various regional jail facilities located throughout the state of West Virginia: Central, Eastern, North Central, Potomac Highlands, South Central, Southern, Southwestern, Tygart Valley and Western Regional Jails. The Northern Regional Jail located in Moundsville, West Virginia and Ohio County Correctional Complex are to be included in the food service section of the contract only.

The successful bidder will be awarded a one (1) year contract, with an option to renew for four (4) additional one (1) year periods.

1.3 RFP Format:

This RFP has four parts. "Part 1" contains informational sections, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and general terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Ron Price, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, West Virginia 25305-0130

Fax: (304) 558-4115

Absolutely NO contract shall be made by the vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 Vendor Registration:

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements:

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall", or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

The Request for Proposals contain all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 Proposal Format and Submission:

1.9.1

Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal must be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informalities in the proposal format and minor irregularities.

1.9.2

State law requires that the original technical and cost proposal be submitted to the WV State Purchasing Division. All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.9.3

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:

One original technical and cost plus (6) convenience copies to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, West Virginia 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: RP-41

Req#: RJC548

Opening Date: 10-18-06

Opening Time: 1:30 p.m.

1.9.4 Best Value Purchasing Standard Format

All Request for Proposals shall follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 Technical Evaluation: The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approved the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Cost Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 Cost Evaluation and Resident Vendor Preference: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 Contract Approval and Award: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division Buyer. Once approved by the buyer the final evaluation must be reviewed and approved by the Purchasing Division's internal review committee.

The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:**1.15.1 Submissions are Public Record.**

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution Center after the award is complete and documents have been microfilmed.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request whichever is greater.

1.15.3 Risk of Disclosure.

The only **exemptions** to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFP	09-05-06
Vendor's Written Questions Submission Deadline	09-19-06
Response to Questions	10-02-06
Mandatory Pre-bid Conference	09-27-06
Addendum Issued	10-02-06
Bid Opening Date	10-18-06
Oral Presentation	To be determine

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at 1:30 P.M. Said conference will be held at 1325 Virginia Street, East, Charleston, WV 25301. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 No Debt Affidavit:

West Virginia State Code §5A-3-10a(3)(d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting their proposal the successful vendor agrees to be bound by all terms contained in the RFP.

1.19.1 Conflict of Interest:

Vendor affirms that 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 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.

1.19.2 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.

1.19.3 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 of 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.

1.19.4 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.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractor of the vendor shall be deemed to be employees of the State for any purposes 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 filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns

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.

1.19.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims 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.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

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 laws (Federal, State or Local Government) regulations.

1.19.8 Compliance with Laws and Regulations:

The vendor 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.

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 here to 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.

1.19.9 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 or work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 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.

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.

1.19.11 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.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP 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

1.19.13 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 under the 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 affects the payment provision and/or the scope of the 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 to 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.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

1.19.14 Invoices, Progress Payments, & Retainage:

The vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 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.

Part 2 OPERATING ENVIRONMENT

2.1 Location

The Eastern Regional Jail is located at 38 Grapevine Road, Martinsburg (Berkeley County), West Virginia 24501. This 300 bed facility serves inmates from Berkeley, Jefferson and Morgan Counties.

The Central Regional Jail is located at 300 Days Drive, Flatwoods (Braxton County), West Virginia 26601. This 200 bed facility serves inmates from Braxton, Calhoun, Clay, Gilmer, Lewis, Nicholas, Roane, Upshur and Webster Counties.

The Ohio County Correctional Complex is located at 1501 Eoff Street, Wheeling (Ohio County), West Virginia. This 36 bed facility is operated by the WV Division of Corrections **and will require food service only.**

The Northern Regional Jail and Correctional Facility is located at RD2, Box 1, Moundsville (Marshall County), West Virginia 26041. This 400 bed serves a dual purpose: 200 beds are operated by The WV Division of Corrections; the other 200 form a Regional Jail which serves inmates from Brooke, Hancock, Marshall, Ohio and Wetzel Counties. **THIS FACILITY WILL REQUIRE FOOD SERVICE ONLY.**

The North Central Regional Jail is located at #1 Lois Lane, Greenwood (Doddridge County), West Virginia 26415. This 400 bed facility serves inmates from Doddridge, Harrison, Marion, Monongalia, Pleasants, Ritchie, Tyler, Wirt and Wood Counties.

The Potomac Highlands Regional Jail is located at 13 Dolan Drive, Augusta (Hampshire County), West Virginia 26704. This 200 bed facility is used to house inmates from Grant, Hampshire, Hardy, Mineral and Pendleton Counties.

The South Central Regional Jail is located at 1001 Centre Way, Charleston (Kanawha County), West Virginia 25309. This 300 bed facility serves the counties of Jackson and Kanawha Counties.

The Southern Regional Jail is located at 1200 Airport Road, Beaver (Raleigh County), West Virginia 25813. This 300 bed facility serves the counties of Fayette, Greenbrier, Mercer, Raleigh, Summers and Wyoming.

The Southwestern Regional Jail is located at Earl Ray Tomblin Industrial Park, #13 Gaston Caperton Drive, Holden (Logan County), West Virginia 25625. This 300 bed facility serves inmates from Boone, Logan, McDowell and Mingo Counties.

The Tygart Valley Regional Jail is located at 400 Abbey Road, Belington (Randolph County), West Virginia 26250. This 300 bed facility is currently under construction, and will not open until the Summer of 2005. When it is operational, it will serve the counties of Barbour, Pocahontas, Preston, Randolph, Taylor and Tucker.

The Western Regional Jail is located at One O'Hanlon Place, Barboursville (Cabell County), West Virginia 25504. This 400 bed facility serves the counties of Cabell, Lincoln, Mason, Putnam and Wayne.

2.2 Background:

The West Virginia Regional Jail and Correctional Facility Authority, a body corporate and a government instrumentality, is a division within the Department of Military Affairs and Public Safety, and is responsible for the construction and operation of regional jail facilities pursuant to Chapter 31-20-1 et seq. of the West Virginia Code.

The mission of The Regional Jail and Correctional Facility Authority is to provide for the efficient management of the operation of regional jails; professional management of personnel recruitment, selection, training and supervision; constitutionally adequate confinement of persons incarcerated by order of courts of competent jurisdiction while awaiting trial or to serve sentence for conviction of violation of the criminal code; and coordination of the design and construction of regional jails, correctional facilities, and juvenile detention facilities.

Part 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

All inmate food service provided under this contract shall be in accordance with 95CSR1 (attached) and regulations of the West Virginia Department of Health, while the provision of commissary service shall be in accordance with Document Number 22003 of the WV Regional Jail and Correctional Facility Authority's Policy and Procedure Manual.

- A. Contractor shall purchase all licenses or permits required at his expense, and pay any fees necessary for a legal food service operation.
- B. Contractor shall not assign, transfer, or subcontract this agreement, or any part thereof, without prior written consent of the Executive Director of the RJCFA, or his designee.
- C. Contractor must comply with all applicable rules and regulations of the West Virginia Workers Compensation Fund.
- D. Contractor must comply with all applicable laws, rules and regulation of any Federal, State or city government bureau or department.
- E. The RJCFA will provide the contractor with a food service facility in each facility completely equipped and ready to operate, together with such heat, fuel, refrigeration and utilities and inmate labor reasonable required for an efficient operation.

Each facility will make all equipment repairs and replacements, and will furnish building and equipment maintenance services for the premises. Each facility will provide an adequate inventory of metalware, silverware and cooking utensils.

- F 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 dining and kitchen areas to designated site locations.
- G The facility will be responsible for pest, vermin and rodent control.
- H The RJCFA will have full and complete access to the commissary and food service facilities with or without advance notice. Contractors representatives will be requested to accompany RJCFA representatives when inspecting such facilities.
- I 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 RJCFA or the jail staff, or other authorized State agencies at any reasonable time during regular working hours. Copies of such records shall be supplied to the RJCFA upon termination of the contract.
- J The food service operation and management shall be in accordance with West Virginia Minimum Jail Standards for the Construction, Operation and Maintenance of Jails in West Virginia.
- K All personnel employed by the Contractor shall:
 - 1 Be employed in accordance with an approved EEO/AA program.
 - 2 Undergo a psychological evaluation to determine suitability to work in a correctional setting.
 - 3 Meet all requirements of the West Virginia Department of Health, if applicable.
 - 4 Be required to pass a background investigation conducted by tyhe RJCFA requisite for Initial and/or continued employment.
 - 5 Comply with all regulations, policies and procedure of the RJCFA and the facility.
 - 6 Be responsible to report any problems or unusual incidents to the Administrator.

3.2- A Scope of Work: (Food Service)

Contractor shall provide food management and inmate food services in accordance with §95-1-13, 95CSR1 at the expense of the contractor.

- A. Frequency See §95-1-13.12
- B. Temperature See §95-1-13.3
- C. Management See §95-1-13.8
- D. Menu Inspection See §95-1-13.1
- E. Review See §95-1-13.2
- F. Meal Variety & Nutrition See §95-1-13.4
- G. Special Diets See §95-1-13.5
- H. Health Protection See §95-1-13.7
- I. Food Service Records See §95-1-13.8
- J. Budget, purchasing and accounting: The food service operation shall use budgeting, purchasing and accounting practices that include, but are not limited to the following systems.
 - 1. Food Service cost accounting designed to determine cost per meal;
 - 2. Estimation of food supply requirements;
 - 3. Purchase of supplies at wholesale prices and under favorable conditions, when possible;
 - 4. Determination of and responsiveness to inmates eating preferences; and,
 - 5. Refrigeration and storage of food with specific storage periods.
- K. Equipment inspection: Inspection of food service area shall be subject to the following conditions:
 - 1. Vendor shall make a weekly general inspection of food service and food preparation area and equipment by a trained individual who shall maintain a record of such inspections;
 - 2. Vendor shall make daily inspection of the sanitary condition and proper operation of temperature controlled food storage facilities for food supplies; and
 - 3. Vendor shall make daily inspection of refrigerators and dish washing temperatures by food service personnel to assure that proper operating temperatures are maintained.
- L. Documentation See §95-1-13.15
- M. A monthly meeting may be required between facility staff and food service personnel to discuss significant issues and quarterly meet with the Executive Director of the Regional Jail and Correctional Facility Authority or his/her designee.
- N. Contractor shall ensure that all new food service personnel are provided with orientation regarding food service practices at the facility. Orientation regarding other aspects of facility operations will be the responsibility of the jail.

- O. 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 Administrator. Contractor shall monitor performance of food service staff to ensure adequate job performance in accordance with these job descriptions.
- P. Contractor shall provide adequate and appropriate in-service training for all full time food service staff.
- Q. The Contractor shall arrange and pay for all physical examinations required for food service personnel, with the exception of inmate workers. Physical examination for inmates shall be the responsibility of the facility.
- R. Contractor shall provide a daily caloric content of not less than 3000 calories per inmate per day to inmates housed in regional jails, except those inmates housed on the prison side of Northern Regional Jail shall be provided a daily caloric content of not less than 3200 calories per inmate per day.

Any donated foods received by the Authority and made available to the vendor shall be utilized solely for the purpose of providing benefits for the Authority's food service operation and shall be used to supplement and augment the 3000 and 3200 calorie contract requirement. The contractor shall demonstrate that the full value of all donated foods is used solely for the benefit of the Authority's food service operation. The vendor's monthly invoices to the Authority shall reflect the full value of all commodities or donated foods used.

The books and records of the vendor pertaining to the food service operation of the Authority shall be available for a period of three (3) years from the close of the fiscal year to which they pertain.

At the time the vendor's contract is considered for renewal, the vendor must demonstrate that proper accounting for all donated food received during the previous contract period has been completed.

- S. The contractor shall comply with the facility's policies and procedures in dealing with inmate complaints regarding any aspect of the food service program. In accordance with regional jail facility regulations, all complaints received by the administrative staff be referred in writing to the Food Service Director.

The Food Service Director will respond in writing to the administrative staff within three (3) days following receipt of the complaint.

- T. The Contractor shall coordinate with the administrative staff of the jail facility in the establishing and revising food services policies and procedures in accordance with West Virginia minimum jail standards.

MENU SPECIFICATIONS / REQUIREMENTS

A. Inmate Cycle Menu

- (1) Menu Cycle
- Each vendor shall base their price per meal on the REQUIRED BID MENU included in the appendix of this RFP.

No proposal will be considered that does not provide the proposed cost per meal based upon this menu. Do not bid on any other menu. Bidding on any other menu may be grounds for rejection of bid.

- (2) Menu Description Requirements
- Entree items including casseroles must include cooked weight measurements of meat or meat equivalent per portion.
 - Side dish portions including cooked cereals, starches, vegetables, salads and puddings are volume measurements.
- (3) Meal Product Expectations
- Pork and pork-derived products are not allowed.
 - Ground meat items like taco filling meat sauce for spaghetti, should be made with ground turkey unless otherwise specified.
 - The use of granular soy as an enhancement is allowed up to 15% dry product. Vendor should include in the proposal product specifications for each item that includes soy and the exact percentage provided for each product.
 - Chicken Leg Quarters should be a minimum of 9 oz. raw weight.
 - Juice at breakfast must contain 100% fruit juice. Fruit Drink is NOT allowed.
 - Fresh Fruit must be a minimum of 138 count.
 - Baked Potato count should be a minimum of 120 count.
- (4) Standardized Recipes
- Standardized recipes with portion yield data for all items shall be available and utilized.
 - Vendor must include in their proposal all standardized recipes planned to utilize for the menu included in the appendix.

(5) Nutritional Requirements

- The required bid menus provide a weekly average of 3000 calories per day for the regional jails in addition to all required nutrients. Inmates housed on the prison side of the Northern Regional Jail provide weekly average of 3200 calories per day in addition to all required nutrients.
- Percent of calories as fat -
The required bid menus provide a maximum weekly average of 35% of calories as fat.
- Protein -
The required bid menus provide a weekly average of 78 grams of protein per day.
- Nutritional Analysis - tied to actual recipes and products proposed:
An item-by-item computer nutritional analysis of BOTH the 3000 calorie and 3200 calorie required bid menus with a weekly summary indicating the percentage of compliance to the highest RDA values for the population must be submitted with the proposal.

Each item on the menu shall have specific nutritional values based on recipes that will be used. For example . . . the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis.

- Menu & Analysis Certified by R.D.:
A registered dietitian must certify the inmate menu in the proposal with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card shall be submitted with the proposal.

A registered dietitian will approve all menus prior to service and annually thereafter. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males as established by the National Academy of Sciences.

B. Court Sack Meals

- (1) For approximately 175 inmates (five), days per week sack meals for court are to be provided. These meals are in place of the regular inmate meals.
- (2) Court sack meals are to consist of:
Two sandwiches made with:
 - 4 slices of bread and 3 oz. meat and/or cheese
 - 2 p.c. condiments
 - 1 fresh fruit
 - 2 cookies
 - 8 oz. bulk beverage

- (3) Sack meals are to be billed at regular inmate rates

C. Work Release Sack Meals (if applicable)

- (1) For approximately 100 inmates, (seven) days per week sack meals for court are to be provided. These meals are (in place of or in addition to) regular inmate meals.
- (2) Work Release sack meals are to consist of:
Two sandwiched made with:
4 slices of bread and 3 oz. meat and/or cheese
2 p.c. condiments
1 fresh fruit
2 cookies
8 oz. bulk beverage
- (3) Sack meals are to be billed at regular inmate rates

D. Medical & Religious Diets

- (1) The vendor shall provide, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.
- (2) Average number and type:
- The average daily number of inmates receiving medical or religious diets has been approximately 150 including an average of 125 night snack meals to inmates for medically approved diets.
 - The most common medical and religious diet order are:
 - (a) Diabetics
 - (b) Kosher
- (3) Policies and Documentation Requirements:
- The vendor should submit with their proposal a sample of their corrections diet handbook. This handbook must be available for inspection at all times.
- (4) Medical and Religious meals are to be billed at regular inmate rates.

E. Holiday Meals

- (1) The vendor shall include in the proposal their policies for serving special meals (spirit lifters) on holidays
- (2) Proposed menus and holidays shall be identified. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday specials and one (1) meal should be scheduled at the discretion of the Executive Director. A copy of these five (5) menus must be submitted in the proposal.

- (3) All such meals will be provided at regular inmate rates.

F. Plan for Product Wholesomeness

- (1) Vendor will warranty that:
 - All meat products will be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs.
 - All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.
- (2) Vendor must include in the proposal its specific plan for maintaining safe and wholesomeness food in the facilities operated by the Authority.

G. Documentation of Meals Served

- (1) Served Menu records - Substitution policy
 - Documentation of all meals served including substitutions shall be maintained. A plan for assuring nutritional compliance with substitutions shall be provided in the proposal.
 - The vendor shall outline procedures used to assure all meals will be served at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.

H. Annual Base Price Increase

Annual price increases for year two (2) through year five (5) shall be based on the May Consumer Price Index (U.S. City Average). All items as published by the United State Departments of Labor, Bureau of Labor Statistics or 3.1% whichever is lower.

3.2- B Scope of Work: (Commissary Service)

The contractor shall provide all labor and materials necessary to provide commissary services to inmates incarcerated in facilities operated by The West Virginia Regional Jail and Correctional Facility Authority, pursuant to the following requirements and specifications.

A. AGENCY'S RESPONSIBILITIES

1. Provide access to our Windows 2000 computer system and networking using MicroSoft Windows Network which includes terminals and provides for access to inmate accounts using the WV Regional Jail and Correctional Facility Authority Tag system commissary software.
2. WV Regional Jail and Correctional Facility Authority will key in all pertinent inmate data into the successful vendor's software system.
3. Provide in the commissary areas adequate heat, light, ventilation and all other utilities necessary for the commissary operations. Provide local and internal business telephone service to the vendor at no charge. This telephone service shall be used for local, business related calls only. The vendor may make arrangements for long distance and/or toll phone service at their own expense.
4. Provide general maintenance to the building structure including but not limited to maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall/ceiling surfaces. Repairs of damage due to vendor's employee's negligence or abuse shall be at the vendor's expense. The maintenance provided or housekeeping of areas used by the vendor in it's daily operation.
5. Remove trash and garbage from loading dock area.
6. Provide security control and limitation of inmate movement in, to and from the commissary area, including physical security to vendor's employee's, suppliers, and other visitors authorized by the facility.
7. Conduct inspections of the commissary areas when deemed necessary, with or without advance notice to the vendor.

B. CONTRACTOR'S RESPONSIBILITY

1. Purchase stock and sell all items listed on the inventory.
2. Purchase, upon the effective date of this Agreement, all usable commissary stock remaining in the facility's inventory, at the price the stock items are purchased by the facility.

3. Provide a monthly report on gross sales for the month and commission paid to the facility, line item sales amounts, and number of indigent transactions. This report is required by the seventh (7) day of the following month.
4. Provide a semi-annual report to WV Regional Jail and Correctional Facility Authority. This report will indicate by facility the total gross sales, commission paid, indigent sales for the period of January 1st to June 30th and July 1st to December 31st. This report shall be delivered to the Director of the WV Regional Jail and Correctional Facility Authority.
5. Keep full and accurate accounts of sales and other records related to the commissary services covered by this Agreement. All such records shall be retained by the vendor for a period of five (5) years and may be audited by the RJ&CFA at any time during regular working hours.
6. Provide cleaning and housekeeping of commissary area.
7. Participate in the facility budget preparation process relating to commissary equipment, as required during each fiscal year.
8. Schedule deliveries so as not to interfere with the daily routine of the facility.
9. Provide all forms, supplies, and copying services necessary to provide the commissary services.

C. INVENTORY

1. Vendor shall stock the commissary with a selection of items and quality products as mutually agreed to by the parties.
2. Quality level and selection of the products shall meet the approval of the correctional facility.
3. Purchases and payment for inventory and stock shall be the sole responsibility of the vendor.
4. Upon termination of this agreement, the vendor must offer to sell to the facility the inventory of the commissary items on hand at the time of the termination. The facility may, at its sole option, purchase or have a successor vendor purchase any such inventory.

D. COMMISSARY OPERATIONS:

1. All sale of goods shall be generated from an inmate commissary order form. Said forms shall show items available and their current prices. Forms shall be made available to the inmates prior to the order day.
2. The full capabilities of the TAG commissary module, including inventory, will be used. The TAG system will display the requested items and the inmate balance of funds available for commissary purchases.
3. If the inmate has sufficient funds available, the TAG system will update the inmate's account.
4. Upon receipt, verification, and completion of an inmate's order, the cost thereof will be deducted form the inmate's fund balance. The West Virginia Regional Jail and Correctional Facility Authority TAG system shall maintain balances on inmate's accounts and permit entries from commissary clerk, booking clerks, and fiscal clerks.
5. Vendor will be responsible to package inmate orders in heat sealed, clear, perforated, plastic bags, and to organize the order for convenient delivery to inmates.

E. INDIGENT ITEMS

1. The vendor shall issue to indigent inmates who have less then \$0.50 in their account for more than 30 days an "indigent package". The "indigent package" shall consist of: 1 stamped envelope, 2 sheets of paper, 1 pencil, 1 comb, 1 toothbrush, and 1 toothpaste. Legal items, such as a legal writing pad, pen (blue or black), stamps, and business envelopes, will be provided upon request of an indigent inmate. Indigent items shall be distributed at the facility's discretion.

F. PRICING

1. All prices shall remain unchanged during the first year of the contract term. Commencing with the first anniversary date, and each anniversary date thereafter, the prices may be changed to reflect the May Consumer Price Index (U.S. City Average - All Items) as published by the United States Department of Labor, Bureau of Labor Statistics. However, the RJ&CFA reserves the right of final approval of any price changes for any item.

2. Item selection and variety may be adjusted as mutually agreed upon by the parties.
3. Vendor shall pay the West Virginia Regional Jail and Correctional Facility a commission based upon a fixed percentage (25.8%) of Gross Sales.

G. SPECIAL REQUIREMENTS:

1. Vendor shall provide all labor and materials necessary to provide commissary to inmates incarcerated in regional jail facilities. Said services shall be offered to the inmates no less frequent than five (5) times per week.
2. Performance of the services shall require the vendor to be responsible for the maintenance of inventory, staffing, and all other operations of the commissary. The vendor shall establish proper operations procedures to ensure the efficient, effective and accountable operation of the commissary. The vendor shall strictly adhere to the WV Regional Jail and Correctional Facility Authority rules, regulations and guidelines.
3. All Contractor staff must submit to and successfully complete a background investigation conducted by and at the expense of the West Virginia Regional Jail and Correctional Facility Authority. The Contractor shall maintain current personnel files available to the Authority upon request.
4. Contractor shall be responsible for routine cleaning and housekeeping of the commissary area and maintain a high standard of sanitation during normal working hours in compliance with all local and state health code requirements.
5. Contractor shall give existing commissary employees at each facility, the right to first refusal for any employment opening under the contract for which the employee is reasonably qualified. The decision to hire shall be solely the contractor's.
6. Contractor shall have workers' compensation coverage for the operation of the commissary and proof of this coverage. Proof of this coverage shall be provided prior to the award of the contract and shall be maintained throughout the term of the contract.
7. The contractor will not discriminate against any employee or applicant for employment or applicant for employment because of race, religion, sex, national origin, age or handicap, except where religion, sex, national origin or age is a bona fide occupational qualification reasonably necessary and post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination disclosure.

3.3.1 Insurance Requirements:

The successful bidder, prior to the award of a Contract, shall provide a Certificate of Insurance as follows and shall maintain such coverage in force during the life of the contract. The Regional Jail and Correctional Facility Authority shall be named as an additional insured on all such Certificates of Insurance. Each Certificate of Insurance or Policy shall contain a covenant by the issuing company that no policy will be canceled or amended without thirty (30) day written notice made to the Regional Jail and Correctional Facility Authority by the issuing company. All insurance premiums shall be paid by the Contractor.

- A. General Liability: Contractor shall provide general liability coverage for all employees with the following limits: \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate limit.

3.3.2 License Requirements:

- A. The Contractor shall comply with all applicable rules and regulations of the WV Worker's Compensation Fund.
- B. The Contractor shall comply with applicable laws, rules and regulations of any Federal, State or City government bureau or department.

Part 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

This part of the RFP outlines the format that the Vendor should follow in arranging the information the Vendor should include when preparing the proposal. The proposal must include the following sections:

- A. Title Page - The title page should state the RFP subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dates and signed.
- B. Table of Contents - Clearly identify the material by section and page number.
- C. Section I - Section I must include the following information:
 1. Company profile
 2. Date organized to provide inmate commissary and food service
 3. Description of current inmate commissary and food service
 1. Client Name
 2. Date of Original Contract
 3. Type and Size of Facility
 4. Corporate structure and organization
 5. References (List not fewer than five organizations or facilities with which the firm has had inmate commissary and food service contracts)

D. SECTION II - STAFFING PLAN

Within Section II, identify all personnel by function, training and licensing status proposed for the delivery of inmate commissary and food services including "Full-Time Equivalent" comparison for part-time or on-call personnel; typical staffing patterns which identify duty personnel by function and training should be included for each eight-hour shift of each day of the week. Although the Contractor shall be permitted to utilize part-time employees in the staffing for inmate food/commissary services, part-time staff shall not be used to the extent that continuity of services is impaired or staff is not adequately familiar with the specialized nature of the services required for the provision of inmate food/commissary services. The Authority reserves the right to audit the Contractor's use of part-time staff to determine the impact upon the quality of services provided.

Bidder should specify their use of the following suggested categories of staff for each of the facilities included in this procurement:

<i>Personnel Category</i>	<i>Full-Time Equivalent</i>
District Manger	
Food Service Director	
Assistant Food Service Director	
Registered Dietician	
Commissary Service Manager	
Clerical / Support Staff	
Total All Staff	

E. SECTION III

Describes plans for the delivery of inmate food and commissary services. The bidders approach to the delivery of each task associated with the delivery of inmate food and commissary services should be addressed, including the professional management of both services. Specific attention should be given to the following:

- A. Work Plan
- B. Operational procedures, especially as they pertain to jail security
- C. Quality Assurance Program and evaluation criteria
- D. Periodic Reports

4.2 Evaluation Process:

4.2.1 Method of Evaluation

The proposals will be evaluated by a committee of three (3) or more individuals in Accordance with the criteria stated. The vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made be a consensus of the evaluation committee.

4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

<u>EVALUATIONS CRITERIA</u>	<u>TOTAL POINTS</u>
A. Previous Experience (See 4.1 (C) (3))	10
B. References (See 4.1 (C) (5))	5
C. Proposed Staffing Plan (See 4.1 (D))	25
D. Means & Methods for Delivery of Services (See 4.1 (E))	30
E. Cost	30
 TOTAL	 100 Points Possible

Each cost proposal will be evaluated by use of the following formula for all vendors who attained the minimum acceptable score only:

Lowest Price for Food Service X 30 X .80 (Weighted value of Food Service Component of Requisition)
Price of Food Service being present by this vendor



Lowest Price for Commissary Service X 30 X 20 (Weighted value of Food Service Component of Requisition)
Price of Commissary Service being present by this vendor

= COST SCORE

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible. The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and continue with the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interest of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendor's for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

4.5 Cost Proposal Format / Bid Sheets

The vendor is to provide inmate food service pricing on the contract rate sheet (Attachment A) for each inmate population level. For the purpose of identifying any future cost changes, the vendor shall identify the percentage of cost of food items and non-food items (Management Services). The vendor's percentage shall be based upon the following inmate population levels: 2900, 2800 and 2700 on the contract rate sheet.

Additionally, the vendor is to provide inmate commissary pricing on the Inmate Commissary Items Listing (Attachment B).

The cost for inmate food service will be determined by totaling the entries in the "Rate Per Day Per Inmate" column and dividing by eleven (11). The cost for inmate commissary services will be determined by multiplying the "monthly average quantity sold" for each commissary item by the relevant unit cost and totaling.

CONTRACT RATE

Vendor shall provide food service and food management utilizing the rate per day for the specified number of inmates. Any changes to the rate per day per inmate must be documented and written approval obtained from the Director of Purchasing of the Department of Administration, State of West Virginia.

Number of Inmates	Rate Per Day Per Inmate	% of Food Costs	% of Mgmt. Service
3700 - 3800	\$		
3600 - 3700	\$		
3500 - 3600	\$		
3400 - 3500	\$		
3300 - 3400	\$		
3200 - 3300	\$		
3100 - 3200	\$		
3000 - 3100	\$		
2900 - 3000	\$		
2800 - 2900	\$		
2700 - 2800	\$		

Name of Vendor _____

Date _____

Signature _____

Title _____

ATTACHMENT B

WV REGIONAL JAIL & CORRECTIONAL FACILITY AUTHORITY

COMMISSARY

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Clothing		
16	Boxer SM	
58	Boxer MED	
77	Boxer LG	
53	Boxer XL	
50	Boxer 2XL	
13	Boxer 3 XL	
1	Hi Top with Arch Support Size 7 / Velcro	
4	Hi Top with Arch Support Size 8 / Velcro	
14	Hi Top with Arch Support Size 9 / Velcro	
18	Hi Top with Arch Support Size 10 / Velcro	
17	Hi Top with Arch Support Size 11 / Velcro	
5	Hi Top with Arch Support Size 12 / Velcro	
1	Hi Top with Arch Support Size 13 / Velcro	
1	Hi Top with Arch Support Size 14 / Velcro	
13	Panties Size 6	
23	Panties Size 8	
3	Panties Size 10	
1	Panties Size 12	
1	Panties Size 14	
1	Panties Size 16	
1	Slip on Shoes with Arch Support Size 6	
1	Slip on Shoes with Arch Support Size 7	
1	Slip on Shoes with Arch Support Size 8	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Clothing Cont.		
6	Slip on Shoes with Arch Support Size 9 / Velcro	
3	Slip on Shoes with Arch Support Size 10 / Velcro	
1	Slip on Shoes with Arch Support Size 11 / Velcro	
1	Slip on Shoes with Arch Support Size 12 / Velcro	
2	Slip on Shoes with Arch Support Size 13 / Velcro	
1	Slip on Shoes with Arch Support Size 14 / Velcro	
1	Slip on Shoes with Arch Support Size 15 / Velcro	
16	Socks	
1	Sport Bra SM	
1	Sport Bra MED	
1	Sport Bra LG	
1	Sport Bra XL	
1	Sweat Pants SM	
1	Sweat Pants MED	
1	Sweat Pants LG	
1	Sweat Pants XL	
1	Sweat Pants 2 XL	
1	Sweat Pants 3 XL	
1	Sweat Shirt SM	
1	Sweat Shirt MED	
1	Sweat Shirt LG	
1	Sweat Shirt XL	
1	Sweat Shirt 2 XL	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Clothing Cont.		
1	Sweat Shirt 3 XL	
1	T-Shirt SM	
64	T-Shirt MED	
132	T-Shirt LG	
103	T-Shirt XL	
109	T-Shirt 2 XL	
15	T-Shirt 3 XL	
1	Thermal Shirt SM	
2	Thermal Shirt MED	
12	Thermal Shirt LG	
25	Thermal Shirt XL	
16	Thermal Shirt 2 XL	
8	Thermal Shirt 3 XL	
Misc.		
286	Card Birthday	
1285	Card Greeting	
480	Card Seasonal	
17	Dictionary (Pocket Size)	
4104	5 Pk. Envelopes	
1282	Envelope Large 9" X 12"	
1295	Legal White Pad	
719	Pencil	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Misc. Cont.		
484	Plastic Cup 8 oz.	
1635	Plastic Spoon	
530	Playing Cards	
23604	Postage Stamp	
579	Roloids	
Personal Hygiene		
45	After Shave 4 oz.	
301	Cocoa Butter Lotion 18 oz.	
12	Contact Lense Case	
310	Cough Drops	
788	Deodorant 2.66 oz.	
21	Effergrip 2.5 oz	
49	Hair Brush	
171	Hair Conditioner 14 oz.	
45	Hair Pick	
244	Hair Pomade 4 oz.	
420	Hair Ties	
103	Lip Balm .35 oz.	
3	Oraline Depilatory	
2	Saline Solution	
510	Soap Dial 4.5 oz.	
967	Soap Irish Spring 4.5 oz.	
511	Soap Tone 4.5 oz.	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Personal Hygiene Cont.		
250	Shampoo - Dandruff 12 oz.	
423	Shampoo - Regular 14 oz.	
29	Shave Cream Magic Brand 6 oz.	
11	Tampons	
686	Toothpaste 4 oz	
Beverages		
1888	Cherry Drink .77 oz	
4871	Fruit Punch Mix .77 oz.	
17122	Hot Cocoa Mix 1 oz.	
3376	Iced Tea Mix .77 oz.	
3620	Lemon Mix .77 oz.	
7009	Orange Mix .77 oz.	
5859	Maxwell House Coffee 4 oz.	
Candy		
1900	Butterfinger 2.1 oz.	
989	Butterscotties 4.5 oz.	
522	Cinnamon Discs 4.5 oz.	
3163	Fire Balls 4.5 oz.	
2497	Hershey with Almonds 1.45 oz.	
2564	Jolly Ranchers 4 oz.	
340	Kit Kat	
2230	M & M Peanuts 1.74 oz.	
3704	Milky Way 2.05 oz.	
4765	Reese Peanut Butter Cup 1.6 oz.	
6286	Snickers 2.7 oz.	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Candy Cont.		
3281	Three Musketeer 2.13 oz.	
1275	Zero 1.85 oz.	
Snacks		
8223	BBQ Chips 1 oz.	
11213	Beef Soup 3 oz.	
5851	Beef Sticks .56 oz.	
3635	Beef / Cheese Stick 1.105 oz.	
17837	Cheese Crackers 1.38 oz.	
18995	Chili Soup 3 oz.	
3898	Chips Plain 1 oz.	
1392	Duplex Cookies 32 oz.	
630	Fudge Cookies	
3344	Hot Shrimp Soup 3 oz.	
2308	Nutty Bar 3 oz.	
2202	Oatmeal Pie	
1160	Peanut Butter Cookies 32 oz.	
3258	Peanut Butter Crackers 1.4 oz.	
2468	Shrimp Soup 3 oz.	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Clothing Cont.		
6	Slip on Shoes with Arch Support Size 9 / Velcro	
3	Slip on Shoes with Arch Support Size 10 / Velcro	
1	Slip on Shoes with Arch Support Size 11 / Velcro	
1	Slip on Shoes with Arch Support Size 12 / Velcro	
2	Slip on Shoes with Arch Support Size 13 / Velcro	
1	Slip on Shoes with Arch Support Size 14 / Velcro	
1	Slip on Shoes with Arch Support Size 15 / Velcro	
16	Socks	
1	Sport Bra SM	
1	Sport Bra MED	
1	Sport Bra LG	
1	Sport Bra XL	
1	Sweat Pants SM	
1	Sweat Pants MED	
1	Sweat Pants LG	
1	Sweat Pants XL	
1	Sweat Pants 2 XL	
1	Sweat Pants 3 XL	
1	Sweat Shirt SM	
1	Sweat Shirt MED	
1	Sweat Shirt LG	
1	Sweat Shirt XL	
1	Sweat Shirt 2 XL	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
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2	Thermal Shirt MED	
12	Thermal Shirt LG	
25	Thermal Shirt XL	
16	Thermal Shirt 2 XL	
8	Thermal Shirt 3 XL	
Misc.		
286	Card Birthday	
1285	Card Greeting	
480	Card Seasonal	
17	Dictionary (Pocket Size)	
4104	5 Pk. Envelopes	
1282	Envelope Large 9" X 12"	
1295	Legal White Pad	
719	Pencil	

MONTHLY AVERAGE QUANTITY SOLD	ITEM DESCRIPTION	UNIT PRICE
COMMODITY		
Misc. Cont.		
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530	Playing Cards	
23604	Postage Stamp	
579	Rolaids	
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301	Cocoa Butter Lotion 18 oz.	
12	Contact Lense Case	
310	Cough Drops	
788	Deodorant 2.66 oz.	
21	Effergrip 2.5 oz	
49	Hair Brush	
171	Hair Conditioner 14 oz.	
45	Hair Pick	
244	Hair Pomade 4 oz.	
420	Hair Ties	
103	Lip Balm .35 oz.	
3	Oraline Depilatory	
2	Saline Solution	
510	Soap Dial 4.5 oz.	
967	Soap Irish Spring 4.5 oz.	
511	Soap Tone 4.5 oz.	

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5859	Maxwell House Coffee 4 oz.	
Candy		
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989	Butterscotties 4.5 oz.	
522	Cinnamon Discs 4.5 oz.	
3163	Fire Balls 4.5 oz.	
2497	Hershey with Almonds 1.45 oz.	
2564	Jolly Ranchers 4 oz.	
340	Kit Kat	
2230	M & M Peanuts 1.74 oz.	
3704	Milky Way 2.05 oz.	
4765	Reese Peanut Butter Cup 1.6 oz	
6286	Snickers 2.7 oz.	

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18995	Chili Soup 3 oz.	
3898	Chips Plain 1 oz.	
1392	Duplex Cookies 32 oz.	
630	Fudge Cookies	
3344	Hot Shrimp Soup 3 oz.	
2308	Nutty Bar 3 oz.	
2202	Oatmeal Pie	
1160	Peanut Butter Cookies 32 oz.	
3258	Peanut Butter Crackers 1.4 oz.	
2468	Shrimp Soup 3 oz.	

WEST VIRGINIA REGIONAL JAIL CORRECTIONAL FACILITY AUTHORITY
PRISON SIDE - NORTHERN REGIONAL

REQUIRED BID MENU

Weekly Average 3200 Calories Per Day
35% FAT
78g+ PROTEIN
WEEK 1

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
B	Fruit OR Juice Dry Cereal	Fruit OR Juice Oatmeal LF	Fruit OR Juice Dry Cereal	Fruit OR Juice Grits LF	Fruit OR Juice Dry Cereal	Fruit OR Juice Farina LF	Fruit OR Juice Dry Cereal
R	French Toast	Scrambled Eggs	Breakfast Gravy (1 OZ Meal)	Scrambled Eggs	Large Pancakes (7.5 oz total)	Scrambled Eggs	French Toast
E	Syrup				Syrup		Syrup
A	T Ham	Bread	Biscuits (1/80 ea)	Biscuits (1/80 ea)	T Bologna	Biscuits (1/80 ea)	T Ham
K		Jelly	Jelly	Jelly		Jelly	
F	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
A		Salt and Pepper PKT 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA		Salt and Pepper PKTS 1 EA	
S		Sugar PKT 2 EA	Sugar PKT 2 EA	Sugar PKT 2 EA	Sugar PKT 2 EA	Sugar PKT 2 EA	Sugar PKT 2 EA
T		Coffee 1 C	Coffee 1 C	Coffee 1 C	Coffee 1 C	Coffee 1 C	Coffee 1 C
S		2% Milk 1 C	2% Milk 1 C	2% Milk 1 C	2% Milk 1 C	2% Milk 1 C	2% Milk 1 C
L	Sliced Turkey	Hot T. Ham	Beef Patty on a Hamburger Bun	T Bologna with Sliced Cheese on Bread	Breaded Fish Pattie	Sloppy Joe Mix (2 OZ Meat) on a Burger Bun	T Franks (10/1) on Hot Dog Buns
U	Sliced Cheese	Baked Beans	Shredded Lettuce	Mustard	Tartar Sauce		Catsup
J	Bread	Creamy Cole Slaw	Catsup	Mustard	Bread		Mustard
N	Salad Dressing				Macaroni & Cheese		
C					Spinach	Baked Potato (120 cl)	BBQ Beans
H	O'Brien Potatoes		Collage Fries	Noodles/Parsley		Catsup	
I		Bread	Peas	Carrot Salad		Tossed Salad	Cole Slaw
N		Margarine				Dressing	
E		Fruit	Fruit	Brownie	Cookies (2.25 oz total)	Pudding	Iced Cake
R	Brownie	Salt and Pepper PKT 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA
D	Salt and Pepper PKTS 1 EA	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C
I	Fruit Punch w/Vit C 1 C	Turkey a la King over 8 OZ (2 OZ diced turkey)	Breaded Chicken Patty 3 OZ Gravy 2 OZ	Steamed Pasta with Meat Sauce (2 OZ Meal)	Scalloped Potatoes with T Ham Casserole (2 OZ Meal)	Country Fried Steak	Meal Loaf
N	Meal Stroganoff (2 OZ Meal)	Steamed Rice	Whipped Potatoes	Corn	Green Beans	Pinto Beans	Gravy
N	Noodles	Carrots	Spinach	Tossed Salad			Whipped Potatoes
E	Green Beans					Pasta Salad	Corn
R	Bread	Biscuit (1/54 ea)	Bread	Tossed Salad			
A	Margarine	Margarine	Margarine	Dressing			
S	Cookies (2.25 oz total)	3 EA	Cookies (2.25 oz total)	Margarine	Bread	Bread	Bread
T	Salt and Pepper PKTS 1 EA	1/48	Cookies (2.25 oz total)	iced Cake	Margarine	Margarine	Margarine
S	Salt and Pepper PKT 1 EA	Salt and Pepper PKT 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA	Salt and Pepper PKTS 1 EA
A	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C	Fruit Punch w/Vit C 1 C

All entrée portions including casseroles are cooked weight measurements. Side dishes are volume measurements.
All combination dishes are ground turkey unless otherwise indicated. All starches, vegetables, and cooked cereals are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. Imitation cheese with calcium is used.

Dietitian's Signature:

FACILITY ADMINISTRATION

WEST VIRGINIA REGIONAL JAIL CORRECTIONAL FACILITY AUTHORITY

REQUIRED BID MENU

Weekly Average 2800 Calories Per Day
35% FAT

78g+ PROTEIN
WEEK 2

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
B	Fruit OR Juice Oatmeal LF	Fruit OR Juice Grits LF	Fruit OR Juice Dry Cereal	Fruit OR Juice Farina LF	Fruit OR Juice Dry Cereal	Fruit OR Juice Dry Cereal	Fruit OR Juice Oatmeal LF
R	Hard Cooked Eggs	Breakfast Gravy (1 OZ. Meat)	Scrambled Eggs	Hard Cooked Eggs	Scrambled Eggs	Large Pancakes (7.5 oz total) Syrup	Scrambled Eggs
E							
A	Bread	Biscuits (1/80 ea)	Bread	Bread	Biscuits (1/80 ea)	T. Bologna	Bread
K	Jelly	Jelly	Jelly	Jelly	Jelly		Jelly
F	1/2 OZ	1/2 OZ	1/2 OZ	1/2 OZ	1/2 OZ		1/2 OZ
A	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine	Margarine
S	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS
T	Sugar PKT	Sugar PKT	Sugar PKT	Sugar PKT	Sugar PKT	Sugar PKT	Sugar PKT
S	2 EA	2 EA	2 EA	2 EA	2 EA	2 EA	2 EA
T	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee	Coffee
C	1 C	1 C	1 C	1 C	1 C	1 C	1 C
2%	Milk	2% Milk	2% Milk	2% Milk	2% Milk	2% Milk	2% Milk
1 C							
Sliced Turkey	2 OZ	Beef Patty on	T Ham with	Sloppy Joe (2 OZ Meat)	Country Fried Steak	T. Salami with	Chili con Carne/Beans
Cheese	1 OZ	Hamburger Bun	Sliced Cheese on	a Hamburger Bun	Salad Dressing	Sliced Cheese on	(2 OZ Meat)
Bread	2 SL	Catsup	Bread	Bread	Bread	Bread	
Mustard	1/2 OZ	Mustard	Mustard	Mustard	Mustard	Mustard	
Macaroni & Cheese	3/4 C	Baked Beans	Pinto Beans	Shredded Lettuce	Baked Potato (120 ct)	Shredded Lettuce	Green Beans
Cole Slaw	1/2 C	O'Brien Potatoes	Macaroni Salad	Oven Stripped Potatoes	Margarine	BBQ Beans	
				Carrots	Cole Slaw		
Pudding	1/2 C	Cookies (1.5 oz total)	Pudding	Iced Cake	Cookies (1.5 oz total)	Iced Cake	2 EA
Salt and Pepper PKTS	1 EA	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	1 EA
Fruit Punch w/Vit C	1 C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	1 EA
Meatball Stew	6 OZ	Taco Meat (2 oz meat)	Meat Loaf	Turkey Stew	Pinto Beans with T Ham	Meat Stroganoff	Breaded Chicken Pattie
(2 OZ Meatballs)		Shredded Cheese	Gravy	(2 OZ Meat)	(2 OZ Meat)	(2 OZ Meat)	3 OZ
Steamed Rice	1 C	Shredded Lettuce	Whipped Potatoes	Steamed Rice	Steamed Rice	over Steamed Noodles	2 OZ
		Salsa	Mixed Vegetables	Peas	Mixed Greens	Peas/Carrots	1 C
Green Beans	1/2 C	Taco Shells	Tossed Salad				
		Spanish Rice	Dressing				
		Corn					
Combread	1/54	Bread	Bread	Biscuit	Combread	Bread	2 SL
Margarine	1/2 OZ	Margarine	Margarine	Margarine	Margarine	Margarine	1/2 OZ
Iced Cake	1/54	Iced Cake	Iced Cake	Brownie	Cake with Icing	Fruit	1/2 OZ
Salt and Pepper PKTS	1 EA	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	Salt and Pepper PKTS	1 EA
Fruit Punch w/Vit C	1 C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	Fruit Punch w/Vit C	1 EA

All entries including casseroles are cooked weight measurement. Side dishes are volume measurement.
All combination dishes are ground turkey unless otherwise indicated. All starches, vegetables, and cooked cereals are prepared with margarine unless indicated as LF (Low Fat). No pork is used unless item is named pork. In addition, cereals with calcium is used.

Dietitian's Signature: _____

FACILITY ADMINISTRATION: _____

TITLE 95
LEGISLATIVE RULES
JAIL AND CORRECTIONAL FACILITY STANDARDS COMMISSION

SERIES 1
WEST VIRGINIA MINIMUM STANDARDS
FOR CONSTRUCTION, OPERATION,
AND MAINTENANCE OF JAILS

§95-1-1. General.

1.1. **Scope.** This legislative rule establishes minimum standards and procedures for jail facilities in West Virginia. The standards as developed for construction, operation and maintenance of jail facilities only apply to jail facilities completed after April 5, 1988, but shall serve as guidelines for any jail facility in operation before that date.

1.2. **Authority.** W. Va. Code §31-20-9.

1.3. **Filing date.** March 27, 1996.

1.4. **Effective date.** June 3, 1996.

1.5. **Repeal of former rule.** This legislative rule repeals and replaces 95CSR1 "West Virginia Minimum Standards for Construction, Operation, and Maintenance of Jails" which was filed on March 28, 1995 and which became effective on March 28, 1995.

§95-1-2. Administration, Organization, And Management.

2.1. **Philosophy, goals and policies.** A written statement shall be prepared by the authority having jurisdiction that describes the philosophy, goals and policies of the facilities under its control, and which is reviewed annually and updated as necessary. This statement shall be made available to staff, inmates and the general public.

2.2. **Jail Administrator.** The jail facility shall be managed by a single administrator to whom all employees or units of management are responsible.

2.3. **Appointment.** The jail facility administrator shall be appointed by the chief executive officer

or governing board of the authority having jurisdiction.

2.4. **Qualifications.** The educational, operational and administrative qualifications of the jail facility administrator shall be stated in writing and include, at a minimum, a bachelor's degree and/or three years of experience and training at the supervisory level.

2.5. **Term.** The term of the jail facility administrator shall be continuous, except for assignment to a position of equal responsibility, and may be terminated by the appointing authority only for good cause, and if requested, subsequent to a formal and open hearing on specific charges.

2.6. **Outside agencies.** There shall be policy which is reviewed annually which specifies the roles and functions of employees of other agencies which provide a service to the jail facility.

2.7. **Organization subunits.** There shall be a written plan with an organization chart which describes the facility's organization structure and which groups similar functions, services and activities into administrative subunits. This plan shall be reviewed at least annually and updated as needed.

2.8. **Operations manual.** There shall be a written operations manual that delineates the procedures for operating and maintaining the jail facility. The operations manual shall be made available to employees, reviewed annually and updated as needed.

2.9. **Legal assistance.** Legal assistance shall be available to the administrator and other staff as needed in the performance of their duties.

2.10 Authority to release. When the facility is designated to operate any type of pretrial intervention service or other release program, its authority and responsibility is stated by statute or administrative regulation.

§95-1-3. Fiscal Management.

3.1. Budgetary system. The budgetary system shall link operations and activities to the cost necessary for their support.

3.2. Fiscal system. The fiscal system shall account for all income and expenditures on an ongoing basis.

3.3. Accounting procedures. The methods used for collection, safeguarding and disbursement of monies shall comply with accounting procedures established by the appropriate jurisdiction.

3.4. Minimum policies. The jail facility shall have written policies and procedures approved by the parent agency that includes, at a minimum:

- a. Internal controls;
- b. Petty Cash procedures;
- c. Bonding for all appropriate staff;
- d. Signature control on checks;
- e. Handling of inmate funds;
- f. Employee expense reimbursement; and
- g. Issuance or use of vouchers.

3.5. Audit. The jail facility or its parent agency's fiscal process shall include an external financial audit of the jail facility at time periods stipulated by applicable statutes and/or rules.

3.6. Inventory. There shall be inventory control of property, stores and other assets. The inventories shall be conducted at time periods stipulated by applicable statutes, however, they should not exceed every two (2) years.

3.7. Insurance coverage. Each jail facility shall maintain insurance coverage which includes, at a minimum: Worker's compensation, civil liability, liability for official vehicles, and a public employee blanket bond.

3.8. Personnel assessment. Budget policy and procedure shall provide for an annual assessment of presently assigned positions and future personnel needs required to meet jail facility objectives.

§95-1-4. Personnel.

4.1. Selection, retention, and promotion. The selection, retention, and promotion of all personnel shall be on the basis of merit and specified qualifications.

4.2. Psychological testing. All jail facility personnel who have direct contact with inmates shall undergo psychological testing prior to their employment and when a justifiable need exists during their employment, to determine their suitability for appointment and retention. The testing shall include, but not necessarily be limited to, measurements of basic attitudes and tendencies toward honesty and against unprovoked acts of personal violence and shall be administered, scored and interpreted by, or under the supervision of, a licensed psychologist.

4.3. Affirmative action. Each jail facility shall maintain a program of affirmative action and equal employment opportunities.

4.4. Criminal record check. In accordance with state and federal statutes, a criminal records check and complete background investigation shall be conducted on all new employees to ascertain whether there are criminal convictions or other information in the applicant's background which have a specific relationship to job performance and their ability to perform.

4.5. Physical examination. A physical examination of all employees by a physician at the time of employment is required. The examination may not be used in violation of the requirements of federal legislation related to employment of disabled persons. Provision shall exist for reexamination of

Inmates in segregation shall have the opportunity to maintain an acceptable level of personal hygiene, unless the activities present an undue security hazard.

12.18. Clothing, bedding, hair care service. The issuance and exchange of clothing, bedding and linen and laundry of those articles, barbering and hair care services shall be provided for inmates in segregation on the same basis as for inmates in the general population; exceptions to this rule are permitted only where found necessary by the senior officer on duty, and are recorded in the log required by section 12.13 of this rule and justified in writing. Inmates in segregation shall be afforded the same hygienic living conditions as the general inmate population.

12.19. Mail. Inmates in segregation shall be provided the same opportunities for the sending and receiving of letters as are available to the general inmate population. Letters shall be delivered promptly. If any item is rejected consistent with the policies and procedures for sending and receiving letters, the inmate shall be advised of the reason for the rejection, and the item shall be returned to the sender.

12.20. Visitation. Inmates in segregation shall be provided opportunities for visitation, unless there are substantial reasons for withholding such privileges. Every effort shall be made to notify the inmate and any approved visitors of any restrictions on visiting. This practice will avoid disappointment and unnecessary inconvenience for the visitors.

12.21. Telephone. Inmates in disciplinary detention shall be allowed limited telephone privileges, which consist of telephone calls related specifically to access to the judicial process and family emergencies as approved by the jail facility administrator or his or her designee. Inmates in administrative segregation and protective custody shall be allowed telephone privileges.

12.22. Legal materials. Inmates in segregation shall have access to both personal legal materials and to available legal reference materials. Reasonable arrangements shall be made to assist these inmates in meeting court deadlines.

12.23. Reading materials. Inmates in segregation shall have access to reading materials.

12.24. Exercise. Inmates in segregation shall be allowed the same opportunity for recreation as those in the general population unless specific temporary security restrictions are designated in writing by the jail facility administrator in advance.

12.25. Programs and services. Inmates in segregation shall be allowed to participate in facility programs to the same extent as the general inmate population, providing their participation is consistent with the safety and security of the facility and the community. They shall also have the same opportunity to receive treatment from professional persons, such as social workers, psychologists, counselors, and psychiatrists.

12.26. Visits from staff. Inmates in segregation shall receive daily visits from the chief security officer or the shift supervisor, members of the program staff upon request, or a qualified health care official three (3) times per week unless medical attention is needed more frequently.

12.27. Staffing of segregation units. Written policies and procedures shall govern selection criteria, supervision and assignment of staff who work with inmates on a regular and daily contact basis in segregation units. Procedures shall be established to supervise and evaluate the on-the-job performance of all staff members who work with inmates in segregation. Administrative procedures shall exist for promptly removing ineffective staff members from these positions. The need for reassignment shall be based on the intensity of the assignment.

§95-1-13. Food Service.

13.1. Menu inspection. A qualified nutritionist shall inspect and approve menus in advance of adoption and make recommendations regarding diets to assure adherence to nationally recommended basic daily caloric and nutritional requirements.

13.2. Review. All menus, including special diets, shall be planned, dated, and available for review at least one month in advance; notations

shall be made of any substitutions in the meals actually served. Substitutions shall be of equal nutritional value.

13.3. Temperature. Meals must be served at the appropriate temperature. There shall be at least two (2) hot meals a day.

13.4. Meal variety and nutrition. Meals must include variety and be nutritious. There shall be a rotation of at least four (4) weeks duration of planned menus prepared by a registered dietician under the direction of the food service provider.

13.5. Special diets. Special diets for medical and religious reasons shall be provided.

13.6. Management. A staff member experienced in food service management shall be responsible for food service management and operations.

13.7. Health protection. Adequate health protection shall be provided for all inmates and staff in the jail facility as well as inmates and other persons working directly in food service. All food handlers, the jail facility, and food preparation equipment shall meet all applicable health and safety standards. Inmate food handlers shall be required to receive a complete physical examination prior to job assignment.

13.8. Food service records. Records of daily menus shall be maintained; any deviations from planned menus shall be appropriately noted on the records. Records of inmates' refusal to eat shall be noted in their medical files.

13.9. Restriction. Restriction of food shall not be used as a disciplinary punishment.

13.10. Toilet and hand washing facilities. A toilet and hand washing facility shall be available to food service personnel and inmates assigned to work in the food service preparation area.

13.11. Regimentation. Meals shall be served under conditions which minimize regimentation, although supervision of group dining by staff members should be available. Meals shall not be served in cells unless it is necessary for purposes of

safety and security or the inmate is under disciplinary, administrative or medical segregation. When a meal is served in a cell a small table or shelf and appropriate seating distanced from the toilet shall be provided.

13.12. Frequency. At least three (3) regular meals, at least two (2) of which are hot, shall be served at regular meal times during each twenty-four (24) hour period with no more than thirteen (13) hours between the beginning of the evening and breakfast meals.

13.13. Budgeting, purchasing and accounting. The food service operations shall use budgeting, purchasing and accounting practices that include, but are not limited to, the following systems:

a. Food expenditure cost accounting designed to determine cost per meal;

b. Estimation of food supply requirements;

c. Purchase of supplies at wholesale prices and under other favorable conditions, when possible;

d. Determination of and responsiveness to inmate eating preference; and

e. Refrigeration and storage of food with specific storage periods.

13.14. Equipment and dining area inspection. Inspection of food service and dining areas shall be subject to the following conditions:

a. Weekly general inspection of food service, dining and food preparation areas and equipment by a trained individual who shall maintain a record of such inspections;

b. Daily inspection of the sanitary condition and proper operation of temperature controlled food storage facilities for food supplies; and

c. Daily inspection of refrigerators and dish washing temperatures by food service personnel to assure that proper operating temperatures are maintained.

13.15. Documentation. Documentation shall be maintained that complies with health and safety regulations.

13.16. Utensils. All inmates shall be provided appropriate utensils and drinking cups with meals.

§95-1-14. Medical and Health Care Services.

14.1. Right to medical care. All inmates shall have prompt access to necessary medical, dental and psychiatric care provided in a reasonable manner by licensed personnel.

14.2. Responsibility. Medical, dental and mental health decisions involving clinical judgments shall be the sole province of the responsible health care professional. The jail facility administrator shall provide administrative support for the availability of medical care to inmates and shall advise the health care professionals concerning jail facility security.

14.3. Responsible physician. A responsible physician shall be designated to approve health care policies, procedures and agreements which may include the use of emergency rooms in local hospitals. Each jail facility shall have agreements or provisions for twenty-four (24) hour coverage by an on-call physician. All physicians and dentists examining or treating inmates shall be licensed to practice in the State of West Virginia.

14.4. On site health authority. An on site health authority shall be designated and present at all times. The health authority may be a physician, physician's assistant, registered nurse, licensed practical nurse, nurse practitioner, paramedic, emergency medical technician, or a health trained staff member.

14.5. Medical autonomy and jail facility administration. Medical decisions shall be made only by the physician or his or her designee. It shall be made clear to the health authorities, that security rules which apply to non-medical jail facility staff also apply to health care staff. The jail facility administrator shall provide information and orientation concerning security rules to health care staff.

14.6. Duties and responsibilities. Appropriate state and federal licensure, certification or registration requirements and restrictions apply to personnel who provide health care services to inmates. The duties and responsibilities of medical care personnel shall be governed by written job descriptions approved by the responsible physician and the jail facility administrator. Verification of current credentials and job descriptions shall be on file in the jail facility. The provision of quality health care shall be ensured by the use of only qualified health care personnel to determine and supervise health care procedures. Written job descriptions shall include the qualifications required and the specific role in the health care delivery system of that position. Verification of qualifications may consist of copies of current certificates or licenses.

14.7. Administrative meetings and reports. There shall be meetings, at least quarterly, between the health care staff and the jail facility administrator to review and discuss health care programs in the jail facility. Notes of these meetings shall be kept by the jail facility administrator. The responsible physician shall submit quarterly reports on the health care delivery system and annual statistical reports. The report shall include topics such as the effectiveness of the health care delivery system, description of any environmental factors which may require improvement, changes effected since the last report, and recommendations for corrective action if needed. The annual statistical report of inmate health care shall include the number and nature of sick call visits, diagnostic studies conducted, emergency services rendered, referrals to specialists, hospitalizations, special procedures performed, ambulance transports used, communicable disease reported and deaths. The annual statistical report along with an appraisal of the jail facility's health care system shall be submitted to the authority having jurisdiction over the jail facility by the responsible physician.

14.8. Review. Each policy, procedure and program in the health care delivery system shall be reviewed at least annually by the responsible physician and revised if necessary. Each policy or procedure document shall bear the date of the most recent review or revision and the signature of the reviewer.

14.9. Policies and procedures. The responsible physician shall write or approve pre-written health policies and procedures for the following components of jail facility health care:

14.9.1. Decision making for special problem inmates. Before inmates with diagnosed psychiatric or significant medical illnesses are given housing assignments, work assignments, disciplinary measures or transfers, the jail facility administrator and the responsible physician or their designees shall confer to consider any special precautions or preparations. A list of frequent illnesses which require special arrangements shall be developed. Special diets must be provided when requested by health personnel and approved by the responsible physician.

14.9.2. Notification of next of kin. The jail facility administrator or responsible physician shall notify the next of kin or legal guardian of the serious illness, serious injury or death of any inmate in the custody of the jail facility.

14.9.3. Post mortem examination. The jail facility administrator or responsible physician shall immediately notify the State Medical Examiner of the death of any inmate. The jail facility shall cooperate with the State Medical Examiner in the conduct of post mortem examination if found to be necessary.

14.9.4. Minimum staff training requirements. Health trained staff is defined as jail personnel who have the equivalent of EMT training and also have received information regarding the symptoms of physical and mental illnesses common to the inmate population (including depression and chemical dependency), basic management of seizures, medication administration, health record maintenance, recognition of potentially suicidal behavior, ability to respond to health related situations within four (4) minutes, first aid training, and procedures for transfer of inmates to appropriate medical facilities or health care providers. Training may be effected through a local hospital, emergency room, county health department, county medical society, Red Cross chapter, or any other program approved by the responsible physician. An appropriate training course may be completed in approximately

60-80 hours. Each shift shall include at least one person who has become health trained as described in this subsection. Ideally these persons shall be from the health care profession but may be health trained jail facility personnel.

14.9.5. Suicide prevention. There shall be a written suicide prevention and intervention program that is reviewed and approved by a qualified medical or mental health professional. All jail facility staff who are responsible for inmate supervision shall be trained in the implementation of the program. The staff shall be responsible for intake screening and identification of potentially suicidal inmates in an effort to prevent suicide.

14.9.6. Prohibited inmate assignments. Inmates shall not be assigned the following duties:

- a. Performing direct patient care services;
- b. Scheduling health care appointments;
- c. Determining or controlling access to health care by other inmates;
- d. Handling or having access to surgical instruments, syringes, needles, medications or health records; and,
- e. Operating medical equipment.

The restrictions of this subsection shall not be construed to preclude inmates from participation in a certified vocational training program. Inmates may be permitted to perform janitorial or cleaning services in the medical areas under the supervision of qualified staff.

✓ 14.9.7. Receiving Medical Screening. A receiving medical screening appraisal to elicit information pertinent to the inmates' health shall be performed on every inmate at the time of admission. The screening shall be recorded on a form which has been approved by the responsible physician. Screening is a means to discover and prevent health and safety threats to both inmates and staff. The goal of receiving screening shall be to detect any

A F F I D A V I T

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:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia

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 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: _____