



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
COR61470

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/02/2011				

BID OPENING DATE: **07/27/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE: MANDATORY PRE-BID MEETING SCHEDULE: 06/14/2011 AT 10:30 AM - HUNTINGTON WORK RELEASE CENTER 06/15/2011 AT 10:30 AM - CHARLESTON WORK RELEASE CENTER 06/16/2011 AT 10:30 AM - MOUNT OLIVE CORRECTIONAL COMP. 06/17/2011 AT 10:30 AM - BECKLEY CORRECTIONAL CENTER 06/21/2011 AT 10:30 AM - ANTHONY CORRECTIONAL CENTER 06/22/2011 AT 10:30 AM - DENMAR CORRECTIONAL CENTER 06/23/2011 AT 10:30 AM - HUTTONSVILLE CORRECTIONAL CTR. 06/24/2011 AT 10:30 AM - PRUNTYTOWN CORRECTIONAL CTR. 06/28/2011 AT 10:30 AM - LAKIN CORRECTIONAL CENTER 06/29/2011 AT 10:30 AM - OHIO COUNTY CORRECTIONAL CTR. 06/30/2011 AT 10:30 AM - ST. MARYS CORRECTIONAL CENTER 07/01/2011 AT 10:30 AM - MARTINSBURG CORRECTIONAL CTR. *****						
PLEASE CONTACT AD OJI AT 304-558-2036 OR BY E-MAIL AT AD.D.OJI@WV.GOV TO PRE-REGISTER PRIOR TO THE MANDATORY PRE-BID MEETINGS.						
0001	1	LS		952-84		
INMATE FOOD SERVICE MANDATORY PRE-BID THERE WILL BE A MANDATORY PRE-BID MEETING HELD AT EVERY FACILITY. PLEASE SEE THE SCHEDULE ATTACHED TO THIS RFQ.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND ALL THE MEETINGS AS LISTED IN THESE SPECIFICATIONS. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 07/14/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX FOR QUESTIONS ONLY: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p>						

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p>						

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<p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</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> <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:-----TL/32-----</p> <p>RFQ. NO.:-----COR61470-----</p> <p>BID OPENING DATE:-----07/27/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ COR61470 ***** TOTAL:						

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West Virginia Department of Military Affairs & Public Safety
Division of Corrections
COR61470

OVERVIEW

The State of West Virginia Purchasing Division, on behalf of the Department of Military Affairs and Public Safety, Division of Corrections (WVDOC) is soliciting requests for quotations (RFQ) on a statewide basis from qualified vendors for comprehensive on-site food service for the WVDOC facilities herein listed for an initial term of four (4) years.

WVDOC has approximately 5,055 inmates housed in 13 separate facilities located throughout the State of West Virginia. Due to overcrowding and backlog at these 13 facilities, additional 1,632 DOC inmates are housed at the Regional Jails. WVDOC food service policies and procedures require all inmates are provided three nutritionally adequate meals per day, at a reasonable cost. WVDOC Food Services operates within budgetary restrictions through the use of approved menus.

The State reserves the right to award to one or multiple vendors, whichever is in the best interest of the State.

Evaluation and award will be to the vendor(s) meeting all specifications at the lowest grand total.

SCOPE OF WORK

Purpose

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

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

Anthony Correctional Center, Beckley Correctional Center, Charleston Work Release (proposed

to become Charleston Correctional Center), Denmark Correctional Center, Huntington Work Release, Huttonsville Correctional Center, and the proposed Work Camp under construction, Lakin Correctional Center, Martinsburg Correctional Center, Mount Olive Correctional Complex to include the Slayton Work Camp, Ohio County Correctional Center, Pruntytown Correctional Center, and the Marys Correctional Center will all be responsible for all state owned equipment and repairs as necessary for the food service operation.

Facility Locations

Anthony Correctional Center (herein after ACC) is a 220-bed minimum security facility located in Greenbrier County. It was established in 1970, and took on its specialized mission as an alternative sentencing option for young adult offenders in 1980. Currently, ACC houses 18-23 year old men and women. Each offender is sentenced to the facility with a suspended original sentence for their felony conviction. The offenders serve between six and twenty-four months and are required to complete an intensive and comprehensive program plan that addresses their individual needs. This facility participates in the Federal Child Nutrition Program.

Beckley Correctional Center (BCC) (Formerly Beckley Work/Study Release Center) was established in 1974. The facility was reorganized in December 1997 and renamed Beckley Correctional Center (BCC). On April 1, 2006, the DUI Program was discontinued and replaced with a Residential Substance Abuse Treatment Aftercare Program, where inmates receive a minimum of (90) days of structured intensive treatment based upon a continuation of the goals, objectives, principles, values and concepts which are taught in the Therapeutic Community Programs. Beckley Correctional Center is a 78-bed minimum-security correctional facility located on the grounds of Jackie Withrow Hospital. BCC has a current capacity of 58 male and 20 female offenders. Plans are being made for an addition to the facility in the near future that will bring the capacity to 148 inmates. While at the facility, these inmates will also be afforded the opportunity to work and gain entry back into society.

Charleston Work Release Center (CWRC) was established in October of 1972.

The current two-story brick structure has nine male living areas and two female living areas, six administrative offices, plus a kitchen, dining and storage facilities, a renovated trailer to accommodate AA/NA meetings, classes, etc., and exercise areas for use when inmates are not at work. Inmates assigned to the 66-bed facility are minimum or trustee classification status and must be within eighteen months of parole-eligibility or discharge. This facility will be moving to a different and larger location within the next few months.

Denmark Correctional Center (DCC) is located in the hills of Pocahontas County. The facility was opened in 1919. The medium security prison currently houses 216 adult males with 2 med observation, and employs approximately 89 persons. Inmates are housed in two and four-man rooms. DCC incorporates the Unit Management concept, providing a balance between punishment and rehabilitation for inmates housed at the facility.

Huntington Work Release Center (HWRC), founded in October 1984, is a 66-bed community-

based correctional facility conveniently located in the heart of downtown Huntington. The facility's primary objective is two-fold: Ensuring public safety while assisting inmates in making a successful transition from incarceration to community. This is accomplished by providing them opportunities to take advantage of educational/vocational and work programs within the community while serving their time.

Huttonsville Correctional Center (herein after as HCC) is located in Randolph County, West Virginia, approximately seventeen (17) miles from Elkins, West Virginia. This facility houses adult male convicted felons of maximum/medium custody with total capacity of 1120. All beds are mainline population with the exception of Segregation and Intake, which total 120 beds. Mainline population will have meal service cafeteria style; segregation offenders will be served in cell on pre-trayed meals. This facility participates in the Federal Child Nutrition Program.

Work Camp at Huttonsville. A 48-bed minimum offender's work camp is currently under construction on the grounds of this facility, and will need to be served when completed and opened without a need for change order to this contract. The successful vendor will have to work with HCC staff to work out the logistics on how best to handle foodstuffs at this camp at times designated by the facility. Additional detailed information will be provided to the successful bidder before the opening of this work camp.

Lakin Correctional Center (LCC) is 455-bed all female, multi-security correctional facility in the state, and is located six miles north of Point Pleasant on WV Route 62. The Keeping Infant Development Successful (KIDS) unit was approved by the legislature in 2008, which dropped the bed capacity in one modular unit by seven (7) and total bed capacity to 455, which remains to this date. This allowed for a five (5) bed Mother-Infant unit with an office available for Early Head Start and LCC Staff to be established. The unit received its first two pregnant inmates on July 1, 2009, and first newborn on August 12, 2009. This facility participates in the Federal Child Nutrition Program

Martinsburg Correctional Center (herein after as MCC) is a 120 bed facility located approximately one half mile east of Martinsburg, off State Route 9. The facility serves as an adult, male offender intake unit for the West Virginia Division of Corrections. The inmates will remain at this facility for approximately 60-90 days before transfer. There is no central dining room and all meals will be pre-trayed and served in cell. Inmate stays are short, generally 40-45 days.

Mount Olive Correctional Complex (herein after as MOCC) is located near Smithers, Fayette County, West Virginia; approximately forty (40) miles southeast of Charleston, West Virginia. This facility houses adult male convicted felons of maximum/medium custody classification with total capacity of one thousand seventy-six (1,076) inmates.

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

Medical/Mental Health	58	(Infirmary has 27 and 31 are Mental Health Inmates)
Control Section #1	96	
Control Section #2	127	

General (Mainline)

795

The General population will have meal service cafeteria style in the two adjoining dining rooms. The remaining housing units are served pre-trayed meals in cell.

Slayton Work Camp (herein after as SWC) houses a maximum of fifty (50) minimum offenders and is located on the grounds of MOCC. Precooked foodstuffs will be delivered in bulk by Contractor personnel for each meal at times designated by the facility. This Work Camp provides community work crews and therefore bag/sack lunches must also be provided. See additional detailed information herein.

Should any housing expansion occur or any new facilities open within the Agency during the life of this contract, the price per meal may be renegotiated to include any additional costs of the additional meals served which can include a modification to the menus stated herein and an approved change order.

Ohio County Correctional Center (OCCC) is a 68-bed facility located in Wheeling WV and was opened in 1998. The facility currently operates as a minimum security institution for 66 adult male offenders. The center's primary function is to focus on the rehabilitation of male technical parole violators.

Pruntytown Correctional Center (PCC) an all male 369-bed facility was originally established as the West Virginia Industrial School for Boys in 1891. Pruntytown now houses 369 minimum and medium security adult male inmates who are within 36 months of possible release through parole or discharge. This creates Pruntytown's main purpose which is to prepare inmates to re-enter society. In addition to general population housing units, Pruntytown operates a 64 bed residential substance abuse treatment unit. Pruntytown also operates a small intake unit for low public risk offenders.

Saint Mary's Correctional Center (SMCC) is a 554-bed facility located three (3) miles north of Saint Mary's on State Route 2 in Pleasants County. It was formerly known as the Colin Anderson Center which was established on 1932. The Colin Anderson Center was closed in 1998, at which time funding was provided by the WV Legislature to renovate the facility to the standards required to function as a correctional facility.

Medical/Mental Health 203 (Infirmary has 3 and 200 are Mental Health Inmates)

General (Mainline) 351

General Requirements:

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

1. Provide three (3) meals per day, according to the menu provided in Attachments A & B, during hours as stipulated in this request for quotation (RFQ) and agreed to by respective Division of Corrections Facility Personnel and the Contractor's Food Service Directors.
2. Medical diet menus are to be prepared as directed by the medical provider. Religious diet menus are to be prepared as directed by the Religious Coordinator based on the

individual religious belief. Trays, cups, utensils, pots/pans, etc. used in the preparation/service of these meals are to be cleaned and maintained as directed by the facility.

3. The Contractor will maintain staff of employees as stated in the RFQ on duty at all times during hours of food service preparation and operation to ensure the efficient operation thereof.
4. Install standard recipes consistent with the menus provided in Attachment A & B.
5. Install standard methods of preparation throughout the food service department, which shall include the proper timing of all food preparation, as well as, definite food production methods.
6. Install the latest known food cost control methods, assuring the best possible food cost per tray served, taking quality into consideration.
7. Set up buying guides to be used in the operation, for all phases of buying, to ensure proper control.
8. Only wholesome, fresh products may be purchased or used in Production. Proper food sanitation and storage shall be maintained. The Vendor is required to follow pre-approved purchasing specifications. Dairy and bread products served must be received at the facility no less than five (5) days prior to the "freshness" or "sell by" date.
9. Assume the cost and expenses of the food service operation in the following areas:
 - a. Labor and Benefits – Including all personnel that are directly involved with the food service operation, except for the inmate workers.
 - b. Bookkeeping and payroll preparation.
 - c. Corporate supervision of personnel
 - d. Audit provisions
 - e. All foodstuffs
 - f. All paper, Styrofoam, plastic, aluminum foils, and any other disposable products used in the food service operation to include dishwasher detergent and related water treatment supplies.
 - g. All office supplies, telephone, fax and line charges, as well as computers, printers and data circuit charges for the operation.
10. Contractor will provide, at no additional cost to the facility, special holiday meals, which shall include Thanksgiving, Christmas, Memorial Day, Labor Day, and a July 4th picnic-style meal. Contractor shall also provide at same cost per meal price, meals for one, 2-day open house event (dates designated by Wardens and Administrators for inmates, family and friends) at all Division of Corrections herein listed above. Contractor will be notified in advance of the approximate number to prepare. A minimum of four (4) ounces of cooked weight meat is required for holidays. A minimum of five (5) item menu pattern is also required for the Holiday meals.

11. Contractor shall indicate the number of inmate laborers necessary in the performance of the food service operations. The facility will have the final authority regarding Inmate workers and will be responsible for inmate wages, uniform and any training required by the State Health Department to work as a food handler. The Contractor will be responsible for training the inmate workers to their assigned task(s) and ensuring all safety standards are met.
- 12.. Contractor shall indicate the procurement source of all foodstuffs provided by listing company name and address and Contractor **must** use West Virginia businesses if they are low bid, as suppliers.
13. Contractor must utilize, as required by WV law, beef and pork from the West Virginia Department of Agriculture. Contractor shall also utilize potatoes, when available. The facility will pay the Agriculture invoice upon receipt of verification that commodities have been received. Each facility business office will furnish a copy of the invoice to the Food Service Director who will apply that amount as credit towards the next billing. The Contractor must notify the Business Office by the 10th of the month of the required need for Agriculture commodities to be ordered. The West Virginia Department of Agriculture will confirm the availability by the end of the month. The facility shall be responsible for slaughtering and processing costs.
14. Contractor will be required to prepare meals on trays for transportation on state owned "hot carts" to inmates not able, or allowed to eat in the main dining room. Approximate numbers per meal are: MOCC, 288; HCC, 120; MCC, 120, and SMCC 203, PCC 20. These numbers will vary from facility to facility, and from time to time. Transportation of food carts to and from the kitchen area is the responsibility of Contractor. State facility staff will complete distribution of the individual trays.
15. Precooked, ready to serve bulk food items will be transported from the MOCC kitchen to the Slayton Work Camp (SWC) at the times established herein. Transportation vehicle will be provided by the facility; however, food service personnel will deliver the food items and ensure foodstuffs are ready for service prior to departure from SWC. As SWC offenders generally work off site, bag/sack lunches will be required during the breakfast delivery. See requirements for bag/sack lunches herein.
16. The Contractor will maintain, at all times, adequate inventories to provide meals in lock-down situations. The Contractor shall provide actual menus for the first three (3) days of lock-down.
17. In case of emergency, the Contractor shall maintain an inventory of food sufficient to feed inmates and staff for five (5) days.
18. The Contractor shall install, operate and maintain verifiable electronically or mechanically controlled inmate and staff serving line access control equipment. The system shall provide reports to include a meal count of all meals per meal time per day.
19. The Contractor is not permitted to sub-contract the food service operation with the exception of the services of a registered dietician, if dietician is not an employee of the Contractor.

FACILITY INFORMATION

Meal serving times:

ACC:	Breakfast	6:00am – 8:00am
	Lunch	11:00am – 1:00pm
	Dinner	4:30pm – 6:00pm
BCC:	Breakfast	6:30am – 7:00am
	Lunch	11:45am – 12:15pm
	Dinner	5:00pm – 5:30pm
CWRC:	Breakfast	5:30am – 6:30am
	Lunch	12:00am – 1:00pm
	Dinner	5:00pm – 6:00pm
DCC:	Breakfast	6:00am – 7:30am
	Lunch	12:00am – 1:00pm
	Dinner	4:30pm – 6:00pm
HWRC:	Breakfast	5:30am – 6:30am
	Lunch	11:30am – 12:30pm
	Dinner	4:00pm – 5:00pm
HCC:	Breakfast	6:00am – 7:00am
	Lunch	11:00am – 12:00pm
	Dinner	5:00pm – 6:00pm
LCC:	Breakfast	6:30am – 8:00am
	Lunch	11:30am – 1:00pm
	Dinner	4:30pm – 6:00pm
MCC:	Breakfast	6:00am – 6:30am
	Lunch	11:30am – 1:00pm
	Dinner	4:45pm – 5:50pm
MOCC:	Breakfast	6:30am – 8:00am
	Lunch	11:30am – 1:00pm
	Dinner	4:30pm – 6:00pm
	Delivery Time only for this facility:	
SWC:	Breakfast	6:00am
	Lunch	Bag Lunch Goes With Breakfast
	Dinner	3:30pm

OCCC:	Breakfast	6:00am – 6:30am
	Lunch	11:00am – 11:30am
	Dinner	5:00pm – 5:30pm
PCC:	Breakfast	6:00am – 8:00am
	Lunch	11:15am – 1:00pm
	Dinner	3:15pm – 5:00pm
SMCC:	Breakfast	5:30am – 6:30am
	Lunch	10:30am – 11:30pm
	Dinner	4:15pm – 5:30pm

In the event of an unusual situation, the Warden/Administrator or designee can request time alterations on meal schedules.

STAFF MEALS

Meal service will be available for staff at these facilities. The menu will be generally the same as that served the inmate population for that meal. For example, modifications may be made to staff service to utilize leftovers or other food items not in sufficient quantity for the entire population or served in a different manner as the offender population. The Contractor shall have an established meal price and will be responsible for providing staffing required to directly collect payment. Pre-trayed meals, if sufficient foodstuffs are leftover during any meal period at the MCC, may be provided to staff. Contractor is responsible to collect payment for these meals.

MENU, MEALS AND OTHER CONDITIONS

The portions on the menu provided will be the minimum available for inmate either receiving pre-trayed meals or service in the dining room. For the purposes of this agreement, pre-trayed items are those food items that are measured and placed on the food tray for either window service in a dining room or for transport to a housing area for in cell consumption. Self serve/free flow; food items will be placed in the central dining area for self-service by offenders and replenished as necessary during established meal times.

Bag/Sack Meals and Snacks

1. A bag/sack meal shall be provided for inmates who miss the service of the regularly scheduled meal due to work assignments, transports or late transfer arrivals. The meal shall consist of two (2) sandwiches with a total of three (3) ounces of meat and cheese; one (1) condiment, one (1) fruit, one (1) dessert or chip item, and a carton beverage.
2. A medically ordered (e.g. diabetics) bagged/sacked evening snack will be prepared and delivered with the dinner food tray to the identified inmates (approximately 5) at the Martinsburg Correctional Center.
Same as above for the Mt. Olive Correctional Center inmates in segregated housing who receive pre-trayed meals, however, contractor also required to dispense bagged/sacked evening snack to identified inmates going through the serving line at dinner time. Approximate number of total identified inmates: 102.

FOR HCC ONLY: The food type items (not pre-bagged/sacked) for the evening snack will be delivered to the medical unit by Food Service personnel and dispensed as needed by the medical unit's staff. Approximate number of identified inmates: 50.

3. Bag/sack meals for the Slayton Work Camp shall consist of the same items listed in number 1. As most of these offenders participate in off site work assignments daily, the meat items shall be varied and any other items may be varied.

Menu

1. Menu items are described on the Attachment A for all DOC facilities herein listed except Lakin, and Attachment B for Lakin Correctional Center.
2. Portions sizes listed are "as served" and not raw sized. The menu shall be provided with corrections-tested products and recipes for inmate acceptability.
3. An item-by-item nutritional analysis of the menu, with a weekly summary indicating the percentage of compliance to the highest RDA values for the population, shall be provided to the facility within thirty (30) days of contract award. Each item on the menu shall have specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe, which will be used for all meal items, shall be separately identified on the analysis.
4. A sample meal for testing purposes shall be maintained for twenty-four hours for each meal served. No payment shall be made for meals found to be spoiled, unwholesome or otherwise do not meet contract requirements. A sample meal for each service shall be provided, at no cost, to a designated facility employee for quality control purposes.
5. Documentation of all meals served, including substitutions, shall be maintained. A plan for assuring nutritional compliance with substitutions shall be maintained. During any meal the Contractor is serving pork or pork products in the main entrée, a pork substitute must be provided. Menus must indicate pork substitute. Use of turkey or turkey products may only be substituted for pork one time per week.
6. During the first three days of lock down, two (2) cold meals per day may be served and a minimum of five (5) inmate workers will be available for food service if possible. The Contractor will provide training to non-uniform facility staff to assist the food service staff during contingencies.
7. Commodities can only be purchased through vendors that can provide proper foods for religious diets, i.e. kosher, etc. The contractor will be responsible for the cost of these meals and will invoice the facility at the cost per meal rate.
8. During the months of December, January and February, four ounces (4 oz.) of 100% orange juice will be provided daily at breakfast in addition to requirements set forth in the menu.
9. The menu lists "Vegetarian Soup/Salad/Dressing" for each lunch meal. For clarification, soup shall be served from November 1 through March 31; a salad served April 1 through October 31. Please note these items are self serve items.

10. Coffee will be served at breakfast meal time year round. Coffee will also be served at the dinner meal time November 1 through March 31. For MCC only, tea is not an option on the breakfast menu.
11. For HCC Only: An individual eight ounce container of 2% milk will be made available during the lunch meal time serving period for all inmates either general serving line or pre-trayed who are qualified for participation in the federal child nutrition program. In addition, on days that 1-1/2 cups fruit is not listed on menu, Contractor must provide to these identified eligible inmates, either one fresh fruit or 1-1/2 cups fruit. This requirement must be served at either breakfast or lunch meal time. Currently there are approximately 50-60 inmates eligible and participating in this program.
12. Contract cost is based upon the bid for the attached menu. Entire meals may be moved from one day or week to another with designated prison authority approval. Any recommendations from the Contractor or Contractor's dietician in order to comply with standards or guidelines must be made without substantial change to the menu and at no cost and prior approval must be obtained from designated prison authority.
13. Salt and pepper will be provided in shakers on dining tables for mainline population. Reference to salt/pepper packets on Menu applies to pre-trayed deliveries.

Food Service/Dining Facilities

1. Staff will supervise and provide security in the dining rooms. In order that inmates pass only once through the cafeteria line, the Contractor shall install and operate, at the Contractor's expense, verifiable electronically or mechanically controlled inmate serving line access control equipment.
2. The facilities will provide adequate security for the Kitchen during scheduled operation and Dining Areas for meal times. Security will be provided for food cart escort to segregated housing areas.
3. The Agency will provide the Contractor with a food service facility completely equipped and ready to operate, together with such heat, fuel, refrigeration and utilities and inmate labor reasonably required for an efficient operation. DOC Facilities herein listed will make equipment repairs and replacements for state owned equipment, and will furnish building and equipment maintenance services for premises. The facilities will provide an adequate inventory of glassware, metal ware, silverware, eating and cooking utensils and feeding trays. The contractor is responsible for the proper storage and control of these items to prevent theft, damage, or other loss.
4. Contractor shall be responsible for the supervision of routine cleaning, housekeeping, and sanitation in the food preparation service and storage areas. Contractor shall insure that high standards of sanitation are maintained, and will be responsible for the supervision of trash and garbage removal from the dining and kitchen areas to designate site locations. DOC Facilities herein listed will supply all necessary cleaning supplies for food service. The Contractor will be held responsible for meeting all sanitation requirements set forth by the appropriate regulatory authorities.

5. The Agency-DOC will be responsible for pest, vermin and rodent control; as well as fees for trash and garbage removal.
6. The Division of Corrections will have full and complete access to the food service facilities with or without advance notice. Contractor's representative may be requested to accompany Agency representatives when inspecting such facilities.
7. MOCC Only: The Food Service Director or Assistant Food Service Director shall observe the service of one breakfast, one lunch and one dinner each week at the Slayton Work Camp. The Director shall submit a signed report as prescribed by the facility weekly to the individual designated by the Warden with findings and recommendations.

Documentation, Policies and Standards

1. The Contractor shall keep full and accurate records regarding all phases of this contract, including, but not limited to, labor or direct salary, overhead, which shall be shown as Home Office, and Field Office, Direct non-salary costs, inventories, menus, special diets, staffing and number of meals served. All such records shall be retained for the life of the contract, and shall be available for inspection or audit by the Division of Corrections or facility staff, or other authorized State agencies at any reasonable time during regular working hours. Copies of such records shall be supplied to the Division of Corrections within 14 business days when requested and upon termination of the contract.
2. The books and records of the vendor pertaining to the food service operations under this agreement shall be available for a period of three (3) years from the close of the fiscal year to which they pertain.
3. The food service operation and management shall be in accordance with the Standards of the American Correctional Association, the National Commission on Correctional Health Care and the Federal Child Nutrition Program guidelines for the Facilities where applicable and any applicable West Virginia statutes.
4. The Agency shall specify the policies and procedure to be followed in dealing with inmate complaints regarding any aspect of the food service program, in accordance with facility regulations. Specifically, the facilities require that all complaints received by the administrative staff be referred, in writing, to the Contractor. The Food Service Director will respond, in writing, to the approximate administrative officer within three (3) days following receipt of the complaint.

CONTRACT PERSONNEL

Facility

The Contractor shall provide the following on site personnel as listed:

ACC: One (1) Food Service Director, and three (3) Food Service Supervisors

BCC: One (1) Food Service Director, two (2) Food Service Supervisors

CWR: One (1) Food Service Director, two (2) Food Service Supervisors

DCC: One (1) Food Service Director, three (3) Food Service Supervisors

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

HWRC: One (1) Food Service Director, two (2) Food Service Supervisors

LCC: One (1) Food Service Director, one (1) Assistant Food Service Director, four (4) Food Service Supervisors, one Clerical/Administrative Support

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

MCC: One (1) Food Service Director and three (3) Food Service Supervisors.

OSCC: One (1) Food Service Director, three (3) Food Service Supervisors

PCC: One (1) Food Service Director, three (3) Food Service Supervisors

SMCC: One (1) Food Service Director, one (1) Assistant Food Service Director, three (4) Food Service Supervisors.

All of the above positions are 1.00 FTE each.

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

All existing DOC Kitchen personnel shall be given preference in hiring, and the Contractor shall make every effort to retain the existing kitchen staff during the transition.

All facility personnel employed by the Contractor shall:

1. Be employed in accordance with an approved EEO/AA program.
2. Meet all requirements of the West Virginia Department of Health.
3. Be required to pass a background investigation conducted by the Agency as a prerequisite for initial and/or continued employment and be approved by each Warden for hire.
4. Comply with all policies and procedures of the Division of Corrections, the herein listed Division of Corrections' Facilities. The Wardens will have the authority to deny access to the facility, to any Contractor's employee.
5. Be responsible to report any problem or unusual incidents to the Warden or designee.
6. Contractor's employees will be required to attend a forty (40) hour on-site Orientation program. The facility will be responsible for providing the training; however, the Contractor

will be responsible for any costs incurred for these employees during the training, such as salaries, benefits, etc. All employees of the vendor will be required to complete forty (40) hours annual in-service training and comply with all training requirements pursuant to Division of Corrections policy and American Correctional Association Standards.

7. At a minimum, a monthly meeting is required between facility staff and food service personnel to discuss significant issues as well as attendance at any other meetings called by the institutional Warden or his designee.
8. Contractor shall ensure that all new food service personnel are provided with orientation regarding food service practices within the facility. Additionally, the Contractor will provide their employees with adequate and appropriate in-service training.
9. Contractor shall promulgate and distribute a written job description to each member of the food service staff, which clearly delineates his/her assigned responsibilities. Copies shall be provided to the Warden or designee. Contractor shall monitor performance of food service staff to ensure adequate job performance in accordance with these job descriptions.
10. The Contractor shall arrange and pay for all physical examinations required for contracted food service personnel. Physical examinations for inmates shall be the responsibility of the facility.
11. Under no circumstances should any position remain vacant for longer than thirty (30) calendar days. In the event a position remains unfilled beyond this stipulated period, the contractor shall reduce the weekly invoice for meals served by 108% of one-twelfth (1/12) of the annual salary and benefits of the previous incumbent. Overtime or temporary employment to cover the vacancy beyond thirty (30) calendar days, will not be considered as the position being filled.

Dietary Services

1. The Contractor shall make available the services of a West Virginia registered dietician to review all menus, in writing. The dietician shall be on site at each facility quarterly during the contract year to consult, as needed, with food service personnel, facility staff and the facility medical director. A written report of each site visit shall be forwarded to the facility Warden/Administrator within ten working days of the visit summarizing findings and/or recommendations.
2. The menu attached shall be reviewed by a registered dietician and shall provide, within thirty (30) days of contract award, a signed nutritional statement for the age and sex of the population. A copy of the dietician's ADA registration card shall also be provided to the facility. In addition, all menu revision shall be certified by the dietician who must be available at all times during the contract period.
3. The menu attached is only intended for offenders without special medical or religious dietary needs. The Contractor's dietician shall, within thirty (30) days of contract award, submit recommended substitutions for required religious diets, e.g. non-pork and vegetarian; as well as required medical diets such as, but not limited to, low-sodium, heart healthy and renal. Peanut butter shall not be used as a pork substitute. A complete list of current special diets will be made available. These diets shall be submitted through the Warden to the facility Religious Coordinator

and the Medical Director for input. Upon agreement, signed copies of these substitutions and/or diets shall be sent to the Warden or Designee and the Division of Corrections Procurement Officer for retention. Medical and religious meals served will be invoiced at the same "price per meal served" quoted by the Contractor.

Safety Services

The Contractor shall make available, as needed, the services of a safety engineer, experienced in all safety measures, as needed, to assure the proper prevention of accidents in the kitchen and dining areas.

Invoices & Records

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

Liquidated Damages

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

Term of Contract & Renewals

This contract will be effective (to be determined by DOC) 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 Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract. Prices **will** remain firm for the initial contract year. Subsequent request for contract increases with renewals cannot exceed 3%. There is no automatic guarantee of increase. Negotiation shall be necessary prior to any adjustment to an increase. In seeking any such adjustments, unless prohibited by Executive Directive or Order, Denied by the Commissioner of Corrections, Contractor must disclose its costs, broken into core components, labor, overhead, direct non-salary costs, and profit. Profit shall not exceed 20% in any case. Any change in State law, regulations and/or WV Division of Corrections policy that could necessitate a scope change will be reviewed and negotiated for implementation after receipt of an official, approved change order.

Addition or Deletion of Facilities

The Division of Corrections reserves the right to add or delete facilities from this contract by change order at any time.

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

BID PROPOSED

Actual Number of Inmate Meals Served Daily

Price Per Meal Served

At ACC, BCC, CWRC, HWRC, DCC, MOCC/SWC, HCC, MCC, OCCC, PCC, SMCC Combined

Below 4000	_____
4000-4499	_____
4500-4999	_____
5000-5499	_____
5500-5999	_____
Over 6000	_____

Price Bid Evaluation will be based upon the 5500-5999 range.

Sack/Bags Meals (Meals/ Medical Snacks) Firm Price Per Meal _____

No exceptions to pricing on Medical or religious diets served. They will be invoiced with all meals served daily at per meal served in category above.

In addition to the Price Per Meal Costs, the Vendor MUST submit the following:

- a. Staffing listing as in RFQ by facility to include salary ranges and staffing matrix schedules for each facility by staff title.**
- b. Purchasing Affidavit, signed by appropriate authority.**

BID PROPOSED

Actual Number of Inmate Meals Served Daily

Price Per Meal Served

At LCC

Below 4000

4000-4499

4500-4999

5000-5499

5500-5999

Over 6000

Price Bid Evaluation will be based upon the 5500-5999 range.

Sack/Bags Meals (Meals/ Medical Snacks) Firm Price Per Meal

No exceptions to pricing on Medical or religious diets served. They will be invoiced with all meals served daily at per meal served in category above.

In addition to the Price Per Meal Costs, the Vendor MUST submit the following:

- a. **Staffing listing as in RFQ by facility to include salary ranges and staffing matrix schedules for each facility by staff title.**
- b. **Purchasing Affidavit, signed by appropriate authority.**

The schedule for mandatory facility site visits shall be as follows:

<i>Huntington Work Release Center (HWRC)</i>	<i>June 14, 2011 at 10:30 AM</i>
<i>Charleston Work Release Center (CWRC)</i>	<i>June 15, 2011 at 10:30 AM</i>
<i>Mount Olive Correctional Center (MOCC)</i>	<i>June 16, 2011 at 10:30 AM</i>
<i>Beckley Correctional Center (BCC)</i>	<i>June 17, 2011 at 10:30 AM</i>
<i>Anthony Correctional Center (ACC)</i>	<i>June 21, 2011 at 10:30 AM</i>
<i>Denmar Correctional Center (DCC)</i>	<i>June 22, 2011 at 10:30 AM</i>
<i>Huttonsville Correctional Center (HCC)</i>	<i>June 23, 2011 at 10:30 AM</i>
<i>Pruntytown Correctional Center (PCC)</i>	<i>June 24, 2011 at 10:30 AM</i>
<i>Lakin Correctional Center (LCC)</i>	<i>June 28, 2011 at 10:30 AM</i>
<i>Ohio County Correctional Center (OCCC)</i>	<i>June 29, 2011 at 10:30 AM</i>
<i>St. Marys Correctional Center (SMCC)</i>	<i>June 30, 2011 at 10:30 AM</i>
<i>Martinsburg Correctional Center (MCC)</i>	<i>July 1, 2011 at 10:30 AM</i>
Deadline for all vendor questions	July 14, 2011
Bid Opening	July 27 at 1:30 PM

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia **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). *West Virginia Code*, §5A-3-37, 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 Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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**,
 Bidder is a partnership, association or corporation resident vendor and 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** 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**,
 Bidder is a 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; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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 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.

Bidder: _____ Signed: _____

Date: _____ Title: _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*