



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

**Solicitation**

NUMBER
COR61549

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CORRECTIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED
09/19/2013

BID OPENING DATE: 10/31/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		961-15		
COMMISSARY SERVICES  REQUEST FOR PROPOSAL  THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING PROPOSALS TO PROVIDE DIVISION WIDE COMMISSARY SERVICES TO ALL WV DOC FACILITIES THROUGHOUT THE STATE, PER THE ATTACHED SPECIFICATIONS.  ATTACHMENTS INCLUDE:  1. COR61453 REQUEST FOR PROPOSAL 2. ATTACHMENT A VENDOR RESPONSE SHEET 3. ATTACHMENT B MANDATORY SPECIFICATION CHECKLIST 4. ATTACHMENT C COST SHEET  ***** THIS IS THE END OF RFQ COR61549 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

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**SECTION ONE: GENERAL INFORMATION**

- 1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as “Purchasing Division”) is soliciting proposals pursuant to West Virginia Code §5A-3-10b for the WV Division of Corrections (hereinafter referred to as “Agency”, and any other state agency that desires to utilize this contract, for inmate commissary services to inmates at multiple correctional sites by means of window, on-site delivery, and off-site delivery systems. In addition, the vendor will be responsible for the management of daily operations of the Commissary program; supervision, training, and evaluation of inmate workers; purchasing; receiving, storage, and inventory of the Vendor’s goods and supplies; sanitation of the Commissary and storage areas; compliance with applicable Federal, State, and ACA statutes and standards, and Agency Policies and Procedures (as now provided or subsequently revised); recordkeeping; accountability; and operations management to include Vendor’s employees and necessary supplies.

- 2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal (“RFP”).

An RFP is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFQ requirements.

- 3. Schedule of Events:

Mandatory Pre-Bid Conference.....10/15/2013 at  
10:00 am

REQUEST FOR PROPOSAL  
WV Division of Corrections - COR61549 - Commissary Services

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000003

Vendor's Written Questions Submission Deadline..... 10/21/2013  
Addendum Issued.....TBD  
Bid Opening Date..... 10/31/2013  
Oral Presentation.....TBD

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**SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**



**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- A pre-bid meeting will not be held prior to bid opening.
- A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

- A **MANDATORY PRE-BID** meeting will be held at the following place and time:  
October 15, 2013 at 10:00 am

WV Division of Corrections  
1409 Greenbrier Street  
Charleston, WV 25311

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: October 21, 2013 at 5:00 pm

Submit Questions to: Tara Lyle, File 32  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 5 (five) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: October 31, 2013 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**SECTION THREE: GENERAL TERMS AND CONDITIONS**

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on award

and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.
4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**  
\$1,000,000.00 or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.





The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for  
work not performed on the contract.  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. [RESERVED]**

**39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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 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 Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, 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 and 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.

- 46. 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; and (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 and hour laws.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
  - Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance



with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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**SECTION FOUR: PROJECT SPECIFICATIONS:**

- 1. Location and Facility Data:** refer to **Exhibit 1** for facility descriptions.  
Anthony Correctional Center, White Sulphur Springs, WV; Beckley Correctional Center, Beckley, WV; Charleston Correctional Center, Charleston, WV; Denmark Correctional Center, Hillsboro, WV; Huttonsville Correctional Center and Work Camp, Huttonsville, WV; Lakin Correctional Center, West Columbia, WV  
Martinsburg Correctional Center, Martinsburg, WV  
Mt. Olive Correctional Complex and Slaton Work Camp, Mt. Olive, WV  
Northern Correctional Facility and Northern Regional Jail, Moundsville, WV  
Ohio County Correctional Center, Wheeling, WV  
Parkersburg Correctional Center, Parkersburg, WV  
Pruntytown Correctional Center, Grafton, WV  
St. Mary's Correctional Center, St. Mary's, WV

- 2. Background and Current Operation:** The Agency provides custody, control, and care of over 5,000 adult convicted felons. The current Commissary operation was created to outsource the commissary activities for the Agency sites. Current operation provides a comprehensive system of delivery of approved items to inmates. Current vendor provides an onsite window, onsite bag delivery type operation, an off-site bag delivery type operation, or a combination of services. Current Commissary operations are outlined on **Exhibit 1**, Facility Descriptions.

Current Commissary operation provides job opportunities for inmates located at the respective sites. The Vendor may utilize inmate labor to reduce cost and create employment opportunities for inmates. The Warden/Administrator or designee will determine the number of inmates used, the selection criteria, final approval of any job assignment, and the institution will be responsible for the payment of inmate wages. The Vendor cannot consider inmate labor in any cost calculations.

Warden/Administrator or designee at each site instructs contract workers/visitors with respect to movement to, from, and within their designated area. Any other movement is considered outside the scope of the normal operations unless otherwise authorized.

Agency ID cards are provided to vendor's personnel. Sites reserve the right to search any deliveries, mail or packages received at the site prior to being delivered inside of the security perimeter. Contract workers/visitors are subject to search of their person, vehicles and personal items before entering the site. Such searches may be pat down searches, searches by metal detectors, or searches by Agency canine unit.

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With respect to inventory and equipment owned by the Vendor, Agency is not responsible for any losses suffered by Vendor related to destruction by inmates, fire, theft, power outages, or any act of God. In addition, the Agency is not responsible for any losses suffered by the Vendor for failure to maintain appropriate inventory control.

3. **Piggyback Language:** This Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.
4. **Project and Goals:** The project goals and objectives are:
  - 4.1 To operate and maintain inmate commissary operations at the facilities identified on **Exhibit 1**, in a cost effective and efficient manner for the benefit of Agency and the inmates incarcerated at said facilities.
  - 4.2 To provide job opportunities for inmates located in the respective sites.

**SECTION FIVE: MANDATORY REQUIREMENTS:**

The following mandatory requirements must be met by the Vendor as part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms “must”, “will”, “shall”, “minimum”, “maximum”, or “is/are required” identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. The mandatory requirements under this section will be deliverables upon award of this RFP.

- 5.1 The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.
- 5.2 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 shall be borne by the Vendor. 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.
- 5.3 All bidders shall state prior experience in providing on-site prison commissary services and off-site services. Agency reserves the right to request additional information and references.

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- 5.4 Vendor shall identify any subcontractors that will be involved in the development, implementation, training and operation of this project. Vendor's product suppliers are exempt from this mandate.
- 5.5 The vendor shall make available commissary goods from the approved WV Division of Corrections Commissary List, refer to **Exhibit 2**. After award, Vendor and Agency will discuss, define and select specific items and sizes to comprise a Master Menu. Each site will develop their commissary product list from the Master Menu. The vendor is responsible for ensuring that only items included on the approved Master Menu are available. The Agency reserves the rights to add, eliminate, or restrict products. The Vendor may propose commissary products that are new to the market for the Agency's review and approval. The vendor shall provide product samples when requested by the Agency at no-charge. In the event the Agency is required to return product samples; it shall be at the vendor's expense. All items to be sold as part of Commissary shall be approved by the Agency. The number and variety of items shall also be limited to manageable level as determined by the Agency. The Agency encourages the vendors to purchase products local to the sites whenever possible. The vendor may provide holiday/seasonal items approved by the Agency. Postage stamps (books, Individual, and Pre-stamped envelopes) will be sold through the commissary. Postage is restricted from mark-up and commission. There will be no glass containers, no alcohol based, and no aerosol based items.
- 5.6 Vendor shall assure that any item approved for inmate retention shall not exceed \$100.00 in value with the exception of PlayStation, X-Box, televisions, and musical instruments.
- 5.7 The vendor shall provide commissary services to all inmates as scheduled per **Exhibit 1**. The schedule shall provide for holiday changes. Furthermore, the Warden/Administrator or designee must also approve any deviation from the approved schedule.
- 5.8 The vendor shall supply the Agency with an independent Certified Public Accountants' yearly audit of the Selected Contractor within six (6) months of the end of the Selected Contractor's fiscal year, and in accordance with GAAP (Generally Accepted Accounting Principles).
- 5.9 Vendor's personnel must display Agency issued ID cards on their person at all times when on Agency sites. Vendor's personnel shall be subject to searches as outlined in 1.2.
- 5.10 The vendor must maintain sufficient inventory to meet average daily demand and timely delivery of commissary products. Items including, but not limited to,

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tennis shoes/sneakers, radios and televisions are considered inmate personal property. The vendor will work with and through the site's Personal Property Officer for the sale and issuance of any and all personal property. The vendor is responsible for inventory maintenance and control. The vendor must issue a written waiver for Agency to purchase items for another source when items ordered and are unattainable within fourteen (14) days.

- 5.11 Agency will provide the Vendor with a commissary completely equipped and ready to operate together with refrigeration and utilities. If required, Vendor shall bear the expense for telephone/fax/data lines at the facilities. Computer equipment, office supplies, and other incidentals shall be supplied by the Vendor. Should Vendor desire additional equipment or furnishings not supplied by the Agency, Vendor may supply the items after approval from the Agency.
- 5.12 Agency will provide all repairs and/or replacements to state owned equipment caused by normal wear and tear. Vendor shall exercise care and caution with the Agency's space and equipment. Vendor shall bear the expense of necessary repairs or replacements to state owned property/equipment if damages are a result of negligence on the part of vendor or vendor's employees/contractors. The Agency shall will repair or replace equipment and invoice the vendor for the charges.
- 5.13 The vendor shall assume full responsibility for the resolution of any complaints or order discrepancies to include, but not be limited to, shortages, damaged or outdated products, returned orders for released or transferred inmates, and size or brand errors. Said issues shall be resolved within a 24-hour period. The vendor shall outline their plan for correcting said discrepancies.
- 5.14 The Vendor phase-in period shall be no more than six (6) months unless approved by the Agency.
- 5.15 All Health Department inspections and reports shall be provided to the Warden/Administrator or designee as requested.
- 5.16 Vendor must provide a variety of diabetic, salt free, halal, and kosher products.
- 5.17 Vendor's equipment, tools, supplies and materials are subject to search or inventory at any time. Tools and materials are carefully controlled at all times and locked when not in use. All ladders and movable lift equipment is closely supervised when in use. Security and safety requirements set forth under the Agency Policies and Facility Operating Procedures must be adhered to at all times, as now provided or subsequently revised.

- 5.18 All vendor's personnel are required to be dressed in vendor provided, identifiable, serviceable uniforms appropriate for the duties they are performing. Vendor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight fitting, provocative, or revealing is not appropriate attire for a prison environment. Individual's so dressed will be asked to change their clothing or leave the institution.
- 5.19 Vendor employees performing services under the scope of this contract must:
- a. Submit to a background investigation conducted by the Agency. The vendor must submit the name, social security number, driver's license number, and date of birth for each and every employee providing services to the Agency. The personnel background investigations will be processed at no cost to the vendor. Any future hires will be subject to the above provisions.
  - b. Contract employees assigned to facilities with onsite operations as well as those with off-site bag and delivery systems will require approval by the Warden/Administrator or designee prior to hire. Warden/Administrator or designee has the authority to revoke a contract employee's security clearance as deemed necessary.
  - c. Attend staff orientation and institutional training. Individuals employed by the vendor who will be performing services in the institution shall be required to undergo an initial orientation to the institution, which will not exceed forty (40) hours. In addition, all new employees and subcontractors including those who are in the institution less frequently will be required to complete an initial orientation. Annual refresher training may also be required.
- 5.20 Vendor must, at all times, comply with any and all applicable Agency and facility policies, procedures and standards, as well as any and all applicable Federal, State and ACA statutes and standards. Agency shall remove any person or persons employed by the vendor that refuse to comply with the above requirements.
- 5.21 Vendor shall include proposed staffing levels in the bid.
- 5.22 Vendor must maintain time records for each inmate worker and report hours worked to the respective facility on a weekly and/or monthly basis, depending on the facility request.



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- 5.23 Vendor shall be responsible for reporting inmates observed violating any laws or Agency rules of conduct to security personnel. The vendor has the right to request removal of any inmate if vendor feels the inmate is unsuitable for the commissary service function.
- 5.24 Vendor shall provide inmates with training on any task assigned to the inmate. Vendor shall document this training and provide documentation to the Warden/Administrator or Designee. The vendor must evaluate inmate in writing, in accordance with Agency's Policy or Operational Procedures of each facility.
- 5.25 Vendor must ensure that inmates will not operate computer equipment, service a sales window or provide delivery services. Any on-site deliveries must be made by vendor's personnel. Vendor shall seek approval from Warden/Administrator or designee for inmates to perform any other functions assigned to vendor's personnel.
- 5.26 Vendor must provide comparable services/menu to the Northern Regional Jail (located at Northern Correctional Facility) as are provided at other regional jail locations. Current Northern Regional Jail Commissary Items List, attached **Exhibit 3**, is for informational purposes and shall not be used for bid purposes. In addition, the vendor must provide the capability to be compatible with the regional jail's current Trustee Accounting system and any future computer system that may be put in place.
- 5.27 The Agency currently utilizes a third-party vendor (Tech Friends, Inc.) for inmate banking and commissary software. This solution has been highly customized over several years to precisely match Agency policy with respect to debt collection, inmate payroll, restitution, fines/fees, multiple bank accounts, savings account interest distribution and work release. The successful vendor will interface with the Tech Friends solution in order to provide real-time commissary deductions from inmate accounts as well as integrated reporting capabilities to the Agency. In addition, the successful vendor agrees to a monthly software maintenance fee payable to Tech Friends, Inc. in the amount of \$4,585.00.
- 5.28 Vendor must provide and maintain all software and hardware necessary to accomplish the commissary operations. Vendor will be given access to the inmate trustee accounting system used by the Agency which includes point-of-sale and inventory features. For all Vendor-provided systems, Vendor must provide 24/7/365 support for resolving hardware and software problems within 24 hours.
- 5.29 Vendor is responsible for assuring that sales do not exceed the balances and/or spending limits. No negative inmate balances are permitted for commissary sales.

- 5.30 On-site window service, vendor must have the inmate sign two copies of the sales receipt at the time of sale. One copy is retained by the vendor and one copy must be given to the inmate. Receipts for on-site window and on-site delivery must contain the following information:
- a. Date of sale
  - b. Inmate name
  - c. Inmate number
  - d. Receipt number
  - e. Inmate current balance
  - f. Items, quantities, unit price, extended price
  - g. Total price of transaction
  - h. Inmate ending balance
  - i. Inmate signature line
- 5.31 In the event of a lockdown, vendor must be equipped to perform a bagging operation. Vendor shall bag orders to be delivered to the inmates. Inmate's receipt must be included in the bag.
- 5.32 For off-site delivery operations, vendor must package products in individual, clear plastic, perforated bags with tamper proof seals and be clearly marked with the inmate's name, inmate number and housing unit. Items being delivered are subject to search prior to being issued to the inmates.
- 5.33 Vendor shall make all off-site deliveries in accordance with approved delivery schedules and security procedures compiled and agreed upon by the Agency and Vendor.
- 5.34 Vendor shall be responsible for all ordering, receiving, warehousing and inventory for all commissary commodities.
- 5.35 Deliveries of bagged orders shall be made on a schedule determined and agreed upon by the site and vendor. Delivery hours shall be established by the Warden/Administrator or designee and guaranteed by the vendor. Vendor must be flexible to changes imposed on delivery schedules due to security requirements. In this case, Warden/Administrator or designee shall notify vendor of required changes.
- 5.36 Vendor shall be responsible for delivery of inmate orders. Vendor must provide the proposed operational plan from placement of inmate order to delivery of order.



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- 5.37 Vendor must provide two copies of the receipt in the sealed bag. Inmate will sign carbon receipt. Carbon copy will be retained by the inmate and the original will be retained by the Vendor and available to Agency staff upon request.
- 5.38 Receipts for off-site delivery must contain the following information:
- a. Date of sale
  - b. Inmate name
  - c. Inmate number
  - d. Receipt number
  - e. Inmate current balance
  - f. Items, quantities, unit price, extended price
  - g. Total price of transaction
  - h. Inmate ending balance
  - i. Inmate signature line
- 5.39 Vendor shall report all hazardous conditions or equipment to the Warden/Administrator or designee.
- 5.40 Vendor shall provide the monthly facility items sales report to each facility within five days of the close of the previous month. The invoices shall include the following information. Credit invoices shall be separate, but include the same information.
- a. Total inmate sales including tax
  - b. Sales tax total
  - c. Non-commissioned sales total
  - d. Commissionable sales total
  - e. Commission Total
  - f. Amount due vendor (sales, non-commission and tax)

**Alternate Proposal – COR61549****PARTNERSHIP WITH WV CORRECTIONAL INDUSTRIES**

**Vendor, may, at its option, submit an alternate bid to partner with WV Correctional Industries.**

- 6.1 Vendor may enter into a Service Contract with WV Correctional Industries (WVCI) as a partner to operate the centralized commissary and an inmate package program. Service work to be performed under the contract shall be a bagging and delivery service, warehousing, and window service.
- 6.2 The bagging and delivery service shall include the processing of individual orders and delivering them to Agency facilities for distribution to the inmates. WVCI is willing to deliver bulk items to the facilities with window service; however, WVCI does not own a refrigeration vehicle.
- 6.3 The warehousing shall include receiving Vendor's products for the commissary operations; storing and using the products for the bagging and window operations, and compiling and maintaining accurate inventory of products.
- 6.4 The window service operation shall include servicing the windows at facilities with on-site windows by providing the inmate population the products for purchase.
- 6.5 WVCI shall employ civilian staff as well as inmate workers to perform various functions in the warehouse and facility onsite deliveries/windows.
- 6.6 WVCI shall utilize inmate workers in the warehouse facility for the purpose of maintaining inventory and performing the bagging operation and will reimburse WVCI per the Pricing Page as set forth on **Exhibit 1**.
- 6.7 WVCI shall utilize inmate workers at each facility with an onsite/window service and will reimburse WVCI per the Pricing Page as set forth on **Exhibit 1**.
- 6.8 Vendor shall submit a bid to pay WVCI a certain percentage of adjusted gross sales generated by the commissary operation for the warehousing and bagging operation
- 6.9 Vendor shall submit a bid to pay WVCI a percentage of adjusted gross sales generated by the commissary operation for the transportation and delivery of the bagged orders.

- 6.10 Vendor's commission bid for the optional partnership will not be used during any evaluations of this RFP. This is an alternate and optional program. Not bidding on this alternate will have no impact on Vendor's bid for base proposal.
- 6.11 The definition of adjusted gross sales shall be: published unit prices less any applicable sales tax or credits issued to the inmates.
- 6.12 WVCI shall supply a 12,000 square foot building located at Huttonsville Correctional Center.
- 6.13 WVCI shall supply pallet jacks and a forklift, if required.
- 6.14 WVCI shall be responsible for all utilities and phone system in the warehouse.
- 6.15 Vendor shall supply all shelving, racking, refrigeration equipment (if required) computer equipment and/or software, order forms, packaging materials and supplies and all other types of equipment or supplies required for the warehousing and bagging operation.
- 6.16 All inventory items are owned by the Vendor.
- 6.17 If Vendor desires for WVCI to deliver bulk items to facilities and refrigeration is necessary, Vendor shall supply the refrigeration vehicle.
- 6.18 Refer to sections 5.11 and 5.12 for facility window service equipment and supplies.
- 6.19 If successful Vendor desires to partner with WVCI, a separate Service Agreement will be entered into outlining all specifics. All provisions above shall be incorporated into said Service Agreement between Vendor and WVCI.

**6 Oral Presentation:** The Agency will require mandatory oral presentations from all vendors participating in the RFP process. Please see Schedule of Events (Section 1.3) for timeframe. During the oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

6.1 Materials and information required at Oral Presentation in addition to proposed solution:

- a. A variety of sample products Vendor proposes to sell in the Commissary
- b. Information with regard to Vendor's hardware and software and how it will successfully interface with the current inmate trustee accounting system.
- c. Information with respect to current on-site and off-site prison commissary services in other states or locations within West Virginia
- d. At least five (5) references from entities that currently utilize your services (Agency prefers correctional type facility references). Please provide contact name, email address and telephone number.

## SECTION SEVEN: VENDOR PROPOSAL

- 1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.
- 2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 3 **Proposal Format:** Vendors should provide responses in the format listed below:

**Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**Table of Contents:** Clearly identify the material by section and page number.

**Attachment A:** Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable

to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met.

**Attachment B:** Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

**Attachment C:** Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. "Cost" should be clearly marked on the envelope.

**Oral Presentations:** All Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4. 6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

**4 Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

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 dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

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- 5     **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee. Vendor shall submit an additional five (5) copies of the technical bid as courtesy copies for the evaluation committee.
- 6     **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will also be opened but shall not be considered. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

#### SECTION EIGHT: EVALUATION AND AWARD

- 1     **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.
- 2     **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

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

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WV Division of Corrections - COR61549 - Commissary Services

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- |                                 |                           |
|---------------------------------|---------------------------|
| • Qualifications and experience | 25 Points Possible        |
| • Approach and methodology      | 30 Points Possible        |
| • Oral Presentation             | 15 Points Possible        |
| • Cost                          | <u>30 Points Possible</u> |

**Total** 100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

**Lowest price of all proposal**

**X 30 = Price Score**

**Price of Proposal being evaluated**

3. Technical Evaluation: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
4. Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.
5. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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## Attachment A: Vendor Response Sheet

*Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.*

*List project goals and objectives contained in Section 4, Subsection 4:*

**Section 4:**

- 4.1 To operate and maintain inmate commissary operations at the facilities identified on **Exhibit 1**, in a cost effective and efficient manner for the benefit of Agency and the inmates incarcerated at said facilities.

**Vendor Response:**

- 4.2 To provide job opportunities for inmates located in the respective sites.

**Vendor Response:**



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## Attachment B: Mandatory Specification Checklist

*List mandatory specifications contained in Section 5:*

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

**Vendor Response:**

- 5.2 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 shall be borne by the Vendor. 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.

**Vendor Response:**

- 5.3 All bidders shall state prior experience in providing on-site prison commissary services and off-site services. Agency reserves the right to request additional information and references.

**Vendor Response:**

- 5.4 Vendor shall identify any subcontractors that will be involved in the development, implementation, training and operation of this project. Vendor's product suppliers are exempt from this mandate.

**Vendor Response:**

- 5.5 The vendor shall make available commissary goods from the approved WV Division of Corrections Commissary List, refer to **Exhibit 2**. After award, Vendor and Agency will discuss, define and select specific items and sizes to comprise a Master Menu. Each site will develop their commissary product list

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from the Master Menu. The vendor is responsible for ensuring that only items included on the approved Master Menu are available. The Agency reserves the rights to add, eliminate, or restrict products. The Vendor may propose commissary products that are new to the market for the Agency's review and approval. The vendor shall provide product samples when requested by the Agency at no-charge. In the event the Agency is required to return product samples; it shall be at the vendor's expense. All items to be sold as part of Commissary shall be approved by the Agency. The number and variety of items shall also be limited to manageable level as determined by the Agency. The Agency encourages the vendors to purchase products local to the sites whenever possible. The vendor may provide holiday/seasonal items approved by the Agency. Postage stamps (books, Individual, and Pre-stamped envelopes) will be sold through the commissary. Postage is restricted from mark-up and commission. There will be no glass containers, no alcohol based, and no aerosol based items.

**Vendor Response:**

- 5.6 Vendor shall assure that any item approved for inmate retention shall not exceed \$100.00 in value with the exception of PlayStation, X-Box, televisions, and musical instruments.

**Vendor Response:**

- 5.7 The vendor shall provide commissary services to all inmates as scheduled per **Exhibit 1**. The schedule shall provide for holiday changes. Furthermore, the Warden/Administrator or designee must also approve any deviation from the approved schedule.

**Vendor Response:**

- 5.8 The vendor shall supply the Agency with an independent Certified Public Accountants' yearly audit of the Selected Contractor within six (6) months of the end of the Selected Contractor's fiscal year, and in accordance with GAAP (Generally Accepted Accounting Principles).

**Vendor Response:**

- 5.9 Vendor's personnel must display Agency issued ID cards on their person at all times when on Agency sites. Vendor's personnel shall be subject to searches as outlined in 1.2.

**Vendor Response:**

- 5.10 The vendor must maintain sufficient inventory to meet average daily demand and timely delivery of commissary products. Items including, but not limited to, tennis shoes/sneakers, radios and televisions are considered inmate personal property. The vendor will work with and through the site's Personal Property Officer for the sale and issuance of any and all personal property. The vendor is responsible for inventory maintenance and control. The vendor must issue a written waiver for Agency to purchase items for another source when items ordered and are unattainable within fourteen (14) days.

**Vendor Response:**

- 5.11 Agency will provide the Vendor with a commissary completely equipped and ready to operate together with refrigeration and utilities. If required, Vendor shall bear the expense for telephone/fax/data lines at the facilities. Computer equipment, office supplies, and other incidentals shall be supplied by the Vendor. Should Vendor desire additional equipment or furnishings not supplied by the Agency, Vendor may supply the items after approval from the Agency.

**Vendor Response:**

- 5.12 Agency will provide all repairs and/or replacements to state owned equipment caused by normal wear and tear. Vendor shall exercise care and caution with the Agency's space and equipment. Vendor shall bear the expense of necessary repairs or replacements to state owned property/equipment if damages are a result of negligence on the part of vendor or vendor's employees/contractors. The Agency shall will repair or replace equipment and invoice the vendor for the charges.

**Vendor Response:**

- 5.13 The vendor shall assume full responsibility for the resolution of any complaints or order discrepancies to include, but not be limited to, shortages, damaged or outdated products, returned orders for released or transferred inmates, and size or brand errors. Said issues shall be resolved within a 24-hour period. The vendor shall outline their plan for correcting said discrepancies.

**Vendor Response:**

- 5.14 The Vendor phase-in period shall be no more than six (6) months unless approved by the Agency.

**Vendor Response:**

- 5.15 All Health Department inspections and reports shall be provided to the Warden/Administrator or designee as requested.

**Vendor Response:**

- 5.16 Vendor must provide a variety of diabetic, salt free, halal, and kosher products.

**Vendor Response:**

- 5.17 Vendor's equipment, tools, supplies and materials are subject to search or inventory at any time. Tools and materials are carefully controlled at all times and locked when not in use. All ladders and movable lift equipment is closely supervised when in use. Security and safety requirements set forth under the Agency Policies and Facility Operating Procedures must be adhered to at all times, as now provided or subsequently revised.

**Vendor Response:**

- 5.18 All vendor's personnel are required to be dressed in vendor provided, identifiable, serviceable uniforms appropriate for the duties they are performing. Vendor's

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personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight fitting, provocative, or revealing is not appropriate attire for a prison environment. Individual's so dressed will be asked to change their clothing or leave the institution.

**Vendor Response:**

5.19 Vendor employees performing services under the scope of this contract must:

- d. Submit to a background investigation conducted by the Agency. The vendor must submit the name, social security number, driver's license number, and date of birth for each and every employee providing services to the Agency. The personnel background investigations will be processed at no cost to the vendor. Any future hires will be subject to the above provisions.
- e. Contract employees assigned to facilities with onsite operations as well as those with off-site bag and delivery systems will require approval by the Warden/Administrator or designee prior to hire. Warden/Administrator or designee has the authority to revoke a contract employee's security clearance as deemed necessary.
- f. Attend staff orientation and institutional training. Individuals employed by the vendor who will be performing services in the institution shall be required to undergo an initial orientation to the institution, which will not exceed forty (40) hours. In addition, all new employees and subcontractors including those who are in the institution less frequently will be required to complete an initial orientation. Annual refresher training may also be required.

**Vendor Response:**

5.20 Vendor must, at all times, comply with any and all applicable Agency and facility policies, procedures and standards, as well as any and all applicable Federal, State and ACA statutes and standards. Agency shall remove any person or persons employed by the vendor that refuse to comply with the above requirements.

**Vendor Response:**

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5.21 Vendor shall include proposed staffing levels in the bid.

**Vendor Response:**

5.22 Vendor must maintain time records for each inmate worker and report hours worked to the respective facility on a weekly and/or monthly basis, depending on the facility request.

**Vendor Response:**

5.23 Vendor shall be responsible for reporting inmates observed violating any laws or Agency rules of conduct to security personnel. The vendor has the right to request removal of any inmate if vendor feels the inmate is unsuitable for the commissary service function.

**Vendor Response:**

5.24 Vendor shall provide inmates with training on any task assigned to the inmate. Vendor shall document this training and provide documentation to the Warden/Administrator or Designee. The vendor must evaluate inmate in writing, in accordance with Agency's Policy or Operational Procedures of each facility.

**Vendor Response:**

5.25 Vendor must ensure that inmates will not operate computer equipment, service a sales window or provide delivery services. Any on-site deliveries must be made by vendor's personnel. Vendor shall seek approval from Warden/Administrator or designee for inmates to perform any other functions assigned to vendor's personnel.

**Vendor Response:**

- 5.26 Vendor must provide comparable services/menu to the Northern Regional Jail (located at Northern Correctional Facility) as are provided at other regional jail locations. Current Northern Regional Jail Commissary Items List, attached **Exhibit 3**, is for informational purposes and shall not be used for bid purposes. In addition, the vendor must provide the capability to be compatible with the regional jail's current Trustee Accounting system and any future computer system that may be put in place.

**Vendor Response:**

- 5.27 The Agency currently utilizes a third-party vendor (Tech Friends, Inc.) for inmate banking and commissary software. This solution has been highly customized over several years to precisely match Agency policy with respect to debt collection, inmate payroll, restitution, fines/fees, multiple bank accounts, savings account interest distribution and work release. The successful vendor will interface with the Tech Friends solution in order to provide real-time commissary deductions from inmate accounts as well as integrated reporting capabilities to the Agency. In addition, the successful vendor agrees to a monthly software maintenance fee payable to Tech Friends, Inc. in the amount of \$4,585.00.

**Vendor Response:**

- 5.28 Vendor must provide and maintain all software and hardware necessary to accomplish the commissary operations. Vendor will be given access to the inmate trustee accounting system used by the Agency which includes point-of-sale and inventory features. For all Vendor-provided systems, Vendor must provide 24/7/365 support for resolving hardware and software problems within 24 hours. Vendor shall coordinate and communicate with the facility assigned staff member.

**Vendor Response:**

- 5.29 Vendor is responsible for assuring that sales do not exceed the balances and/or spending limits. No negative inmate balances are permitted for commissary sales.

**Vendor Response:**



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5.30 On-site window service, vendor must have the inmate sign two copies of the sales receipt at the time of sale. One copy is retained by the vendor and one copy must be given to the inmate. Receipts for on-site window and on-site delivery must contain the following information:

- j. Date of sale
- k. Inmate name
- l. Inmate number
- m. Receipt number
- n. Inmate current balance
- o. Items, quantities, unit price, extended price
- p. Total price of transaction
- q. Inmate ending balance
- r. Inmate signature line

**Vendor Response:**

5.31 In the event of a lockdown, vendor must be equipped to perform a bagging operation. Vendor shall bag orders to be delivered to the inmates. Inmate's receipt must be included in the bag.

**Vendor Response:**

5.32 For off-site delivery operations, vendor must package products in individual, clear plastic, perforated bags with tamper proof seals and be clearly marked with the inmate's name, inmate number and housing unit. Items being delivered are subject to search prior to being issued to the inmates.

**Vendor Response:**

5.33 Vendor shall make all off-site deliveries in accordance with approved delivery schedules and security procedures compiled and agreed upon by the Agency and Vendor.

**Vendor Response:**

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WV Division of Corrections - COR61549 - Commissary Services

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- 5.34 Vendor shall be responsible for all ordering, receiving, warehousing and inventory for all commissary commodities.

**Vendor Response:**

- 5.35 Deliveries of bagged orders shall be made on a schedule determined and agreed upon by the site and vendor. Delivery hours shall be established by the Warden/Administrator or designee and guaranteed by the vendor. Vendor must be flexible to changes imposed on delivery schedules due to security requirements. In this case, Warden/Administrator or designee shall notify vendor of required changes.

**Vendor Response:**

- 5.36 Vendor shall be responsible for delivery of inmate orders. Vendor must provide the proposed operational plan from placement of inmate order to delivery of order.

**Vendor Response:**

- 5.37 Vendor must provide two copies of the receipt in the sealed bag. Inmate will sign carbon receipt. Carbon copy will be retained by the inmate and the original will be retained by the Vendor and available to Agency staff upon request.

**Vendor Response:**

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5.38 Receipts for off-site delivery must contain the following information:

- j. Date of sale
- k. Inmate name
- l. Inmate number
- m. Receipt number
- n. Inmate current balance
- o. Items, quantities, unit price, extended price
- p. Total price of transaction
- q. Inmate ending balance
- r. Inmate signature line

**Vendor Response:**

5.39 Vendor shall report all hazardous conditions or equipment to the Warden/Administrator or designee.

**Vendor Response:**

5.40 Vendor shall provide the monthly facility items sales report to each facility within five days of the close of the previous month. The invoices shall include the following information. Credit invoices shall be separate, but include the same information.

- g. Total inmate sales including tax
- h. Sales tax total
- i. Non-commissioned sales total
- j. Commissionable sales total
- k. Commission Total
- l. Amount due vendor (sales, non-commission and tax)

**Vendor Response:**

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**Section 9:**

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Representative Name, Title)

\_\_\_\_\_  
(Contact Phone/Fax Number)

\_\_\_\_\_  
(Date)

## **Attachment C: Cost Sheet**

*Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.*

## **See our Exhibits for Cost Sheet**

## COMMISSARY MARKET BASKET

**PRICING PROPOSAL:** The following is a sample market basket listing of products for cost evaluation purposes only. No glass containers, alcohol based products, or aerosol items are allowed in the prison system. This price list will be used to evaluate the pricing structure proposed by the Vendor, but Vendor will sell other products, as approved by Agency, in the Commissary. The Agency may request product samples for evaluation of quality. Said samples shall be free of cost to the Agency.

Vendor shall provide prices for each item listed below. Unit price shall be "per unit of measure"

All prices quoted shall be exclusive of sales tax.

Item	Brand	Container Size/Count	Unit (For Calculation Purposes)	Estimated Annual Unit Quantity	Unit Price	Item Total Cost
<b>Food:</b>						
Soda, 20-oz bottles. Agency prefers brand name products			Ounce	7,200,000		
Instant Coffee, bag-decaffeinated			Ounce	100,000		
Instant Coffee, bag-regular			Ounce	320,000		
Snack Chips, Assorted, Family Sized and Individual Packages			Ounce	1,900,000		
Microwave Popcorn			Ounce	168,000		
Ramen Noodle Soup Packet			Ounce	1,100,000		
Peanut Butter, creamy/crunchy			Ounce	610,000		
Pork & Beans can/pouch			Ounce	260,000		
Tuna in pouch			Ounce	271,000		
Candy bars, assorted, 1.4 oz to 2.15 oz			Each	205,000		
Little Debbie Nutty Bars or equal			Each	200,000		
Jolly Rancher or equal, assorted			Ounce	100,000		
Beef & Cheese Sticks			Each	10,000		
Cheeseburger, Microwaveable			Each	62,000		
Assorted Cereal			Ounce	215,620		

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Instant Oatmeal, packet			Each	210,000		
Beef Weiners, package			Count	189,480		
Mac & Cheese, Microwaveable			Ounce	17,000		
Trail Mix			Ounce	50,000		
Steak Sandwich - Microwaveable			Each	120		
Italian Sub - Microwaveable			Each	130		
Chef Salad w/dressing			Each	300		
Granola Bar, assorted, box			Count	2,000		
Crackers, sandwich type, peanut butter, cheese			Each	200,000		

**Health/Hygiene:**

Magic Shave, or equal, Mild (Razorless)			Ounce	500		
Shaving Cream, Regular			Ounce	25,000		
Deodorant/Antiperspirant-male/female, Clear Container, Clear Stick			Ounce	160,000		
Cocoa Butter Lotion			Ounce	45,000		
Gel Toothpaste			Ounce	5,500		
Shampoo, various types			Ounce	135,000		
Blistex, or equal, Lip Balm			Each	3,500		
Chapstick, or equal, Lip Balm, Plain			Each	1,000		
Bar Soap, assorted, 5 oz bars			Each	62,000		
Fingernail Clippers, small, no file			Each	5,000		
Razors, disposable			Each	15,000		
Hall's, or equal, Menthol Cough Drops			Package	10,000		
Medicated Shampoo			Ounce	1,500		
Multivitamin with and without iron			Count	203,000		
Aspirin/Acetaminophen/Ibuprofen, 2-pack			Each	3,000		
Antacid Tablet			Count	10,000		
Denture Adhesive			Ounce	1,500		
Feminine Hygiene Pads			Count	500		
Tampons (no applicator)			Count	5,000		
Pink Oil			Ounce	1,300		

**Electronics:**

AA Batteries			Each	150,000		
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AAA Batteries			Each	45,000		
<b>Miscellaneous:</b>						
Greeting Cards, Assorted			Each	100,000		
Photo Album, 20 page, no metal rings, no larger than 8" x 12"			Each	3,000		
Bic, or equal, pen, black, no spring			Each	17,000		
Legal pad, letter size, white only			Each	15,000		
#2 Pencil			Each	2,000		
Flex Security Pen			Each	2,100		
Microwave Plastic Bowl with lid, minimum 1.6 quart			Each	1,500		
Clear insulated microwave mug, minimum 22 ounces			Each	250		

<b>Grand Total</b>	
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\_\_\_\_\_ % Mark-up

Vendor shall state the percentage mark-up included in the above cost:

Is this a retail mark-up? \_\_\_\_\_

Commision Percentage to be paid to WVDOC: \_\_\_\_\_%

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# EXHIBIT

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WV Division of  
 Corrections  
 COR61549  
 Facility  
 Descriptions -

Facility Name	Address	Type	# Inmates	Gender	Type of Service	Inmate Spending Limits Per Day/Week/ Month	Perishables	5-Year Sales	Window Service Operation Hours and/or On-Site/Off-Site Delivery Times	Comments
Anthony Correctional Center	HC 70, Box N-1 White Sulphur Springs 24986	Minimum - Youthful Offender 18-26 yrs	220	M/F	Off-Site Delivery	*See Note on Attached Page	No	\$ 585,525	Evening delivery/One per week/Before 5:00 p.m	Male Population, 208 Female Population, 12
Beckley Correctional Center	111 S. Eisenhower Drive Beckley, 25801	Minimum/Work Release	59	M/F	Off-Site Delivery	None	No	\$ 10,737	One Per Week	
Charleston Correctional Center	607 Brooks Street Charleston, WV 25301	Minimum	66	F	Off-Site Delivery	NA	No	NA	One Per Week-----when facility opens	Combination Correctional Center/Work Release. Currently a Work Release with 66 inmates. New Center to open January 2015.
Denmar Correctional Center	HC 64, Box 125 Hillsboro, 24946	Medium	216	Male	Off-Site Delivery	None	No	\$ 830,402	Two Per Week/Monday & Thursday Evenings	
Huttonsville Correctional Center	US Rt. 250 South Huttonsville, 26273	Maximum	1136	Male	Window/ On- Site	\$100/week	Yes	\$ 4,593,763	Window-M-F 7 a.m.-5 pm	

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WV Division of  
 Corrections  
 COR61549  
 Facility  
 Descriptions -

Facility Name	Address	Type	# Inmates	Gender	Type of Service	Inmate Spending Limits Per Day/Week/ Month	Perishables	5-Year Sales	Window Service Operation Hours and/or On-Site/Off-Site Delivery Times	Comments
Work Camp - Huttonsville	US Rt. 250 South Huttonsville, 26273	Minimum	48	Male	On-Site Delivery	\$100/week	Yes	NA - New Site		Work Camp on prison property - Outside of Fence
Lakin Correctional Center	11264 Ohio River Road West Columbia, 25287	Multi-Security	455	Female	Window/On-Site	\$100/week	Yes	\$ 2,036,616	Will have window service with new contract	
Martinsburg Correctional Center	38 Grapevine Road Martinsburg, 25401	Intake/Maximum	120	Male	Off-Site Delivery	\$10/week	No	\$ 126,401	One Per Week	

WV Division of  
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 Facility  
 Descriptions -

Facility Name	Address	Type	# Inmates	Gender	Type of Service	Inmate Spending Limits Per Day/Week/ Month	Perishables	5-Year Sales	Window Service Operation Hours and/or On-Site/Off-Site Delivery Times	Comments
Mt. Olive Correctional Complex	1 Mountainside Way Mt. Olive, 25185	Maximum/ Medium	1076	Male	Window/ On-Site	*See Note on Attached Page	Yes	\$ 4,544,876	*See Note on Attached Page	
Slayton Work Camp - Mt. Olive	1 Mountainside Way Mt. Olive, 25185	Minimum	50	Male	On-Site Delivery	\$125/Week	Yes	NA - New Site	One Per Week	Work Camp on prison property
Northern Correctional Facility	112 Northern Regional Correctional Drive Moundsville, WV 26041	Maximum	253	Male	On-Site Delivery	\$100/See Note on Attached	Yes	\$ 1,281,451	Commissary Processes Orders M-F, 7:00 am - 3:00 pm. In addition, NCF and OCCC have a food incentive program currently in place. Spending limits do not include local food purchases. Vendor will process local food purchases. Facility will provide vendor with delivery schedules for NCF and NRJ. OCCC picks up and delivers items to their inmates.	Current commissary has a total of 452 square feet, with 940 square feet of shelving. No window service at this facility. Ohio County items are bagged at NCF and picked up and delivered by OCCC staff. Also, see Note on attached page
Northern Regional Jail	112 Northern Regional Correctional Drive Moundsville, WV 26041	Jail Inmates	373	M/F	On-Site Delivery	\$50/week	No	Included in above total		
Ohio County Correctional Complex	1501 Eoff Street Wheeling, 26003	Community/ Minimum	66	Male	Satellite Delivery	\$125/week	Yes	Included in above total		

WV Division of  
 Corrections  
 COR61549  
 Facility  
 Descriptions -

Facility Name	Address	Type	# Inmates	Gender	Type of Service	Inmate Spending Limits Per Day/Week/ Month	Perishables	5-Year Sales	Window Service Operation Hours and/or On-Site/Off-Site Delivery Times	Comments
Parkersburg Correctional Center	225 Holiday Hills Drive Parkersburg, 26170	Minimum	30	Male	Off-Site Delivery	\$75/week	No	NA - New Site	One Per Week	
Pruntytown Correctional Center	Rt. 4, Box 49A Grafton, 26354	Minimum/ Medium	369	Male	Window/ On-Site	\$100/week	Yes	\$ 1,652,078	Window - M-F, 8:00 a.m. - 4:00 p.m.	
Salem Correctional Center	7 Industrial Blvd. Industrial, WV 26426	Minimum/ Medium	400	Male	Off-Site Delivery		No	NA - New Site	Two Per Week/Monday & Thursday Evenings	
St. Mary's Correctional Center	2880 N. Pleasants Highway St. Mary's, 26170	Medium	554	Male	Window/ On-Site	\$125/day, max \$250/week	Yes	\$ 2,082,081	Window - M, T, TH, F - 8:00 a.m. - 4:00 p.m., 3 service windows	

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# EXHIBIT

2



**REQUEST THAT ALL ITEMS BE PACKED IN CLEAR PLASTIC CONTAINERS  
WHENEVER POSSIBLE. NO GLASS CONTAINERS PERMITTED.**

**ELECTRONICS:**

Batteries AA  
Batteries AAA

**CANDY:**

**ALL ITEMS TO INCLUDE SUGAR FREE**  
Assorted name brand candy items.  
Assorted flavors of hard and soft candy.

**CHIPS, PRETZELS, POPCORN & DIP:**

**Snack size and regular size**  
**To include low sodium and salt free**  
Assorted chips, cheese puffs, corn chips, nacho's, pretzels and  
Popcorn (to include microwaveable)  
No hot peppers – all types included.  
Assorted Dips-snack size, prefer plastic container – no glass  
Assorted nuts – snack size

**BEVERAGES:**

**ALL BEVERAGES TO INCLUDE ORIGINAL AS WELL AS  
CAFFEINE FREE AND SUGAR FREE**

**SOFT DRINKS:**

Assorted cola – brand name  
Assorted clear – name brand  
Bottled water – plastic bottle

**POWDERED DRINK MIX:**

Assorted flavors

**COFFEE, TEA, & CREAMER:**

Coffee Regular and Decaf  
Tea Bags and Instant Tea – Regular & Decaf  
Non-Dairy Creamer (non-flammable)

**MILK:**

Assorted

**REQUEST THAT ALL ITEMS BE PACKED IN CLEAR PLASTIC CONTAINERS  
WHENEVER POSSIBLE. NO GLASS CONTAINERS PERMITTED.**

**BAKERY GOODS:**

**ALL ITEMS ARE TO INCLUDE SUGAR FREE**

Assorted Toaster Pastries

Assorted Cookies

Assorted Crackers – to include low sodium and no-salt

Assorted boxed and individual Snack Cakes, Donuts, Muffins, Pies,  
and Bagels

Breads – white, wheat, hot dog buns, and hamburger buns

**ICE CREAM:**

Half pints and pints of ice cream and sherbet – assorted flavors to include  
sugar free.

Assorted ice cream bars, sandwiches, and popsicles to include sugar free.

**FOOD:**

**FROZEN FOOD:**

Example (but not limited to): Pizza, sandwiches, frozen vegetables,  
frozen dinners, chicken strips.

**MEATS:**

Bologna, ham, corned beef, turkey, beef jerky & beef sticks, pepperoni,  
Summer sausage, microwave bacon, hot dogs to include all beef

**CHEESE:**

Sliced, chunk, string, and cream

**PUDDINGS, YOGURTS, & JELL-O:**

Various flavors, individual size

**VEGETABLES:**

Assorted

**SOUPS:**

Assorted flavors Ramen Style and chili

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**FOOD cont.:**

**READY TO EAT PREPARED FOODS:**

Example (but not limited to) Lasagna, beef stew, chicken, & dumplings  
Microwaveable; individual serving size  
Peanut Butter – creamy & chunky

**PASTA, RICE, CEREALS, & NOODLES:**

Assorted varieties and flavors

**CONDIMENTS:**

Ketchup, mustard, BBQ Sauce, Worcestershire sauce, Soy sauce, jelly, jam,  
salad dressing, and Salt & Pepper Shakers – Plastic Only (no metal bottoms)

**SWEETENERS:**

Assorted

**MISCELLANEOUS**

Eggs  
Pancake Mix

**GAMES:**

Pinochle Cards  
Poker Cards

**HYGIENE ITEMS:**

Hair brush – plastic  
Comb – plastic  
Comb Afro – plastic  
Conditioner  
Cotton Swab  
Curling Iron  
Denture Adhesive- Cream  
Denture Adhesive-Powder  
Denture Bath  
Denture Brush  
Denture cleaner  
Denture Cushions Lower  
Denture Cushions Upper

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**HYGIENE ITEMS cont:**

Deodorant/Antiperspirant to include hypo-allergenic – Clear in clear container  
Elastic Ponytail Holder  
Ethnic Hair Care products (Shampoo & Conditioner)  
Hair Barrette (Plastic Only)  
Hair Dryer  
Hair Dye  
Hair Straightener  
Hair Perm  
Hair Rollers (Sponge Only)  
Lotion – Hand & Body – to include sensitive skin  
Name Brand Blades – (limit 5 blades)  
Name Brand Razor with case (Refillable – limit 5 blades)  
Mouthwash – Alcohol free  
Razor – Disposable Razor (limit 5)  
Razorless Hair Remover (Beard – Ethnic)  
Shampoo  
Shampoo – Dandruff Shampoo  
Shampoo – Dark & Lovely Shampoo  
Shave Cream or Gel – (non-aerosol)  
Soap – to include deodorant and moisturizing  
Soap Dish  
Hair Spray (non-alcohol & non-aerosol)  
Sunblock Lotion  
Tampon (no applicator)  
Tissue – Kleenex  
Toothbrush  
Toothbrush Holder  
Toothpaste – Regular/Gel/Sensitive  
Tweezers – Plastic

**MEDICAL SUPPLIES:**

Ibuprofen – 35 count max  
Acetaminophen – 35 count max  
Generic Acid Reducer (30 ct)  
Anti-Diarrheal (tablet only)  
1% Tolnaftate Cream  
Medicated Powder  
Multiple Vitamins  
Antacid Tablets (3 pk limit)  
Lip Balm – Regular & Medicated

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**MEDICAL SUPPLIES cont:**

Nose Pads – Breath Right  
Cough Drops – Assorted flavors to include sugar free  
Triple Antibiotic Ointment  
Contact Lens Case  
Contact Lens Solution  
Hemorrhoid Ointment  
Band Aids  
Hydrocortisone Cream  
Pepto-Bismol

**MAKE-UP:**

Eyeliner, eye shadow, lipstick, liquid makeup, and mascara in assorted color  
to include hypo-allergenic

**PERSONAL ITEMS:**

Photo Album – no metal  
Cooler  
Bowl with lid (microwaveable)  
Dishwashing Liquid  
Laundry Detergent – Powdered or Liquid  
Fork, Spoon, Knife (Plastic)  
Insulated Mug (Microwaveable)  
Plates (Microwaveable)  
Storage Box (Fireproof/Clear)  
Waste Basket – plastic – assorted sizes, no larger than 5 gallon  
Trash Bags – size appropriate  
Fabric Softener/Dryer Sheets

Sweat Shirt (Light Gray or White)  
Sweat Short (Light Gray or White)  
Sweat Pants (Light Gray or White)  
Socks (White)  
Handkerchief (White)  
T-Shirts (White)  
Briefs (White)  
Panties (White)

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**PERSONAL ITEMS cont:**

Canvas Step-In Shoes 8-14 Men's (Orange) NO WHITE  
Canvas Step – In Shoes 5-9 Women's (Blue) NO WHITE  
Athletic Shoes  
Ball Caps  
Boots  
  
Boot/Athletic Shoe Strings  
Doo Rags  
Shower Shoes  
Slippers  
Thermal Tops  
Thermal Bottoms  
Nail Clippers (with no metal file attachment)  
Area Rug – no larger than 3X5 (no rubber backing)  
Hand Wraps/Straps  
Baseball Glove/Softball Glove  
Oscillating Fan  
Sunglasses  
Weight Lifting Gloves

**WRITING SUPPLIES:**

Ink Pen – Black (No spring type)  
Ink Pen – Blue (No spring type)  
Flex Pen  
Legal Pad Letter Size (White Only)  
Pencil #2  
Typing Paper  
Typewriter  
Typewriter Ribbon and Correction Tape  
Envelopes White – Legal Size  
Envelopes White – Letter Size  
Mailing Envelope – 9X12 – no metal clasp  
3 Ring Binder (clear plastic with plastic rings)  
Document Folder  
Address Book – Small  
Eraser  
Greeting Cards  
Stamps  
Stamped Envelope  
Webster's Dictionary

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**ELECTRONICS:**

Alarm Clock  
Boom Box  
Head Phones  
Head Phones Adapter  
Signal Splitter  
Storage Case – Cassette/CD  
Surge Protector  
Extension Cord  
Television  
TV Firecracker  
Walkman  
Watch  
Watch Battery



# EXHIBIT

3

**Northern Regional Jail Commissary Product Market Basket**

(for informational purposes only)

Snickers Candy Bar
M&M Peanuts
M&M Plain
Reese's Peanut Butter Cup
Hershey Bar
Hershey Bar w/Almonds
Twix
Nestles Crunch
Three Musketeer
Butterfinger
Sugar Free Wild Fruit 1.75 oz.
Jolly Rancher Assorted 3.7 oz.
Tootsie Rolls 2.75 oz.
Sour Fruit Balls 4.25 oz.
Orange Slices 5.75 oz.
Twizzlers 5 oz.
Bit O Honey 2.75 oz.
Sugar Fee Mints-Roll
Peppermint Lifesavers
Chick O Stick .77 oz.
Nacho Cheese Tortilla Chips 10 oz.
Cheese Curls 10 oz.
Chips, 6 oz.
Chips, Regular Potato Chips 6 oz.
Pork Rinds 2 oz.
Hot BBQ Chips 6 oz.
Sour Cream & Onion Chips 6 oz.
No Salt Potato Chips 5 oz.
Corn Chips
BBQ Corn Chips
Peanuts 1.75 oz.
Honey Roasted Peanuts 2.5 oz.
Sunflower Kernels 3.25 oz.
Health Mix 3.25 oz.
Tropical Blend
Single Serve Drink Mixes- Limit of 40 Total
*** Tea W/Lemon w/ NutraSweet
*** Fruit Punch w/ NutraSweet

*** Black Cherry Drink w/ NutraSweet
*** Lemonade Drink w/ NutraSweet
Premium Instant Coffee 4.4 oz.
Columbian Coffee 3 oz.
Cappuccino 8 oz.
Clear Resealable Hot Cocoa 10 oz.
Single Serve Sugar (Limit 25)
Sugar Twin 2 100 ct Box
Peanut Butter Crème Cookies 6 oz.
Orange Pineapple Crème Cookies 6 oz.
Chocolate Chip Cookies 5 oz.
Iced Oatmeal Cookies 5 oz.
Vanilla Wafers 16 oz.
Strawberry Sugar Free Wafers 2.75 oz.
Saltine Crackers 16 oz.
Snack Crackers 16 oz.
Cheez It Crackers 1.5 oz.
Toasty Peanut Butter Crackers
Toasty Cheese on Cheese Crackers
2/pk. Strawberry Toaster Pastries
Monster Iced Honey Bun 6 oz.
Iced Cinnamon Roll 4 oz.
Strawberry Donut 2/pk. 4 oz.
Oatmeal Cakes 1. 3 oz.
Dunkin Sticks 1.7 oz.
Swiss Rolls 2 oz.
Peanut Butter Wafers 2 oz.
Blueberry Donuts 6/pk 12 oz.
Strawberry Cereal Bar 1.3 oz.
Chocolate Iced Honey Buns
Chocolate Moon Pie
Flour Tortillas 6/pk.
Fish Sticks in Hot Sauce
Pouch-Chunk Light Tuna 4.23 oz.
Premium Chicken Breast 4.5 oz.
Sliced Pepperoni 3.5 oz.
Beef & Cheese Sticks
Ramen Hot N Spicy Vegetable
Ramen Chicken
Ramen Chili
Ramen Texas Beef

Ramen Cajun Shrimp
Ramen Cajun Chicken
Sharp Cheese Spread 8 oz.
Jalapeno Cheese Spread 8 oz.
Vanilla Pudding 4/pk.
Rice Clear Resealable 7 oz.
Peanut Butter 18 oz.
Peanut Butter Crunchy 18 oz.
Grape jelly 12 oz.
Strawberry Jelly 12 oz.
Squeeze Mayo 12/ct
Squeeze Ketchup 12/ct
Squeeze Mustard 12/ct
Squeeze Salsa
Pepper Packets Individuals ( <b>Limit 25</b> )
Salt Packets Individuals ( <b>Limit 25</b> )
Oatmeal Apples & Cinnamon Single Serve
Oatmeal Maple Brown Sugar Single Serve
Variety Pack Granola Bars 10/pk. 10 oz.
Fruit Loops Cereal or Equivalent 17.5 oz. Bag
Cinnamon Toast Cereal or Equivalent 19.5 oz. Bag
Marshmallow Cereal or Equivalent 19.0 oz. Bag
Honey Nut Cheerios or Equivalent 19.0 oz. Bag
Suave Tropical Coconut Shampoo 15 oz.
VO5 Extra Body Shampoo 15 oz.
VO5 Extra Body Conditioner 15 oz.
Dandruff Shampoo 15 oz.
Neutrogena Facial Soap
3 N One Shampoo 13.5 oz.
3 N One Conditioner 13.5 oz.
Conditioner 4 oz.
Sport Deodorant Soap 5 oz.
Dove Bar Soap 3.15 oz.
Irish Spring 3.2 oz. Soap
Dial Antibacterial Bar Soap ( <b>LOP Limit 1</b> )
2-Piece Soap Dish ( <b>Limit 1</b> )
Non-Alcohol Mint Mouthwash 8 oz.
Close-Up Toothpaste Gel 4 oz. ( <b>LOP Limit 1</b> )
Denture Adhesive 2.5 oz.
Denture Bath
Denture Tabs- 40 Tabs

## EXHIBIT 3

Women's A/P Deodorant 2 oz.
Deodorant 2.5 oz.
Moisturizing Lotion w/Aloe 15 oz.
Cocoa Butter Lotion 15 oz.
Lubricating Lotion (Like Lubriderm) 8 oz.
Medicated Skin Cream 4.5 oz. (Like Noxzema)
Blistex
Shave Cream Mild 6 oz.
Tums Individual Roll (LOP Limit 2)
Halls Cough Drops Regular (LOP Limit 2)
Medicated Anti-Fungal Powder 3 oz.
5 inch Comb (Limit 1)
Hair Brush with No Handle (Limit 1)
Tampons without Applicator 20/ct.
Ponytail holders (Limit 1)
Styling Gel
A/P Deodorant Gel 3 oz. (LOP Limit 1)
Multipurpose Contact Solution 4 oz. (LOP Limit 1)
Contact Lens Case (LOP Limit 1)
Assorted Greeting Cards
Stamped Envelope Large (LOP Limit 10)
Manila Envelope 9 1/2 x 12 1/2 (LOP Limit 3)
Flex Security Pen (Limit 4) (LOP Limit 1)
White Writing Pad 8 1/2 x 11 (LOP Limit 1)
Webster's Pocket Dictionary
Rubbermaid Bowl w/Lid 1.6/qt. (Limit 3)
Insulated Clear Coffee Mug w/Lid 22 oz. (Limit 1)
Spork (Limit 2)
Aviator Poker Cards
Aviator Pinochle Cards
Chess & Checker Combo
Sports Bra (Size 34, 36, 38)
Shower Shoes (Small, Med, Large)
Boxers 4XL
T-Shirts (Small, Med, Lg, XL, XXL, XXXL)
Boxer Shorts White – (S, M, L, XL, XXL, XXXL)
Tube Socks (One Size Fits)
Thermal Tops White (S, M, L, XL, XXL, XXXL, XXXXL)
Thermal Bottoms (S, M, L, XL, XXL, XXXL)
Women's Panties (Sizes 6, 8, 10, 11)
Velcro Shoes (various sizes)

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**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** \_\_\_\_\_

REQUEST FOR PROPOSAL  
WV Division of Corrections - COR61549 - Commissary Services

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000071

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.



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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: \_\_\_\_\_