



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

**Solicitation**

NUMBER
<b>COR61659</b>

PAGE
<b>1</b>

ADDRESS CORRESPONDENCE TO ATTENTION OF:
<b>TARA LYLE</b> <b>304-558-2544</b>

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF CORRECTIONS  
 1409 GREENBRIER ST  
 CHARLESTON, WV  
 25311 304-558-8045

DATE PRINTED
<b>09/11/2013</b>

BID OPENING DATE: **10/24/2013** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		952-20		
<p>*****            PLEASE NOTE: A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10/01/2013 AT 10:00 AM AT THE WV DIVISION OF CORRECTIONS HEADQUARTERS LOCATED AT 1409 GREENBRIER STREET CHARLESTON, WV 25311.            *****</p> <p>REQUEST FOR PROPOSAL</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV DIVISION OF CORRECTIONS, IS SOLICITING PROPOSALS TO PROVIDE FOR THE CONFINEMENT AND SUPERVISION FOR WEST VIRGINIA INMATES IN AN OUT OF STATE FACILITY, PER THE ATTACHED SPECIFICATIONS.</p> <p>ATTACHMENTS INCLUDE:</p> <ol style="list-style-type: none"> <li>COR61659 REQUEST FOR PROPOSAL</li> <li>ATTACHMENT A VENDOR RESPONSE SHEET</li> <li>ATTACHMENT B MANDATORY SPECIFICATION CHECKLIST</li> <li>ATTACHMENT C COST SHEET</li> </ol>						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

# REQUEST FOR PROPOSAL

000002

West Virginia Division of Corrections and RFP # COR61659

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## SECTION ONE: GENERAL INFORMATION

1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is soliciting proposals pursuant to **West Virginia Code § 5A-3-10b** for the Department of Military Affairs and Public Safety, Division of Corrections (hereinafter referred to as the "Agency") to provide for the confinement and supervision for up to 400 West Virginia male or female inmates in an out of state facility. These inmates have been pre-screened as Community, Minimum, Medium and Close custody offenders under the West Virginia Division of Corrections classification system (Custody Levels 1-4) and have volunteered to be housed in another state. However, they may score at higher custody levels under other states' classification systems.
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, problems, or needs specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

3. Schedule of Events:

Vendor's Written Questions Submission Deadline .....	10/08/2013
Mandatory Pre-bid Conference.....	10/01/2013 at 10:00 am
Addendum Issued.....	TBD
Bid Opening Date.....	10/24/2013
Oral Presentation ( <i>Agency Option</i> ) .....	TBD

# **REQUEST FOR PROPOSAL**

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West Virginia Division of Corrections and RFP # COR61659

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

Instructions begin on next page.

**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 1, 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 8, 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](mailto: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 24, 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.

# **REQUEST FOR PROPOSAL**

000007

West Virginia Division of Corrections and RFP # COR61659

## **SECTION THREE: GENERAL TERMS AND CONDITIONS**

Terms and conditions begin on next page.

**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.





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 \$300 per day 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:** Agency is located at 1409 Greenbrier Street, Charleston WV 25311.
2. **Background and Current Operating Environment:** For many years, West Virginia has experienced prison overcrowding to the extent that many inmates are housed in jails for extended periods of time until space opens in Agency operated facilities. These inmates do not have the same access to rehabilitative programming and services as inmates housed in Agency facilities. The WV Supreme Court has ruled, most notably in *Sams ex rel. v. Commissioner of Corrections*, that this is an inappropriate housing situation and that the State must develop plans to reduce/eliminate this "Jail Backlog." As of July 18, 2013, there were 1,707 inmates in the Jail Backlog awaiting transfer to Agency operated facilities (7,027 total inmates committed to the legal custody of the Agency). Correctional Population Forecasts, developed by the WV Division of Justice and Community Services ([www.djcs.wv.gov](http://www.djcs.wv.gov)), predict that the total inmate population committed to the legal custody of the Agency will continue to grow and could reach 7,531 by the end of 2013.
3. **Qualifications and Experience:** Vendors will provide in Attachment A: Vendor Response Sheet information regarding their firm, such as 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, the project goals and objectives, and the manner in which they were met; and a two year history of complaints and/or grievances filed by housed inmates and/or current and former customers of said Vendor.
4. **Project and Goals:** The project goals and objectives are:
  - 4.1. Provide housing for up to 400 Agency inmates, on a voluntary basis.
  - 4.2. Provide access to treatment and programming services in order to allow inmates the opportunity to prepare for their initial parole hearing.
  - 4.3. Provide all required services to this inmate population in compliance with American Correctional Association (ACA) standards, Prison Rape Elimination Act (PREA) standards, National Commission on Correctional Healthcare (NCCHC) standards, applicable Agency policies, and federal/state/local laws and regulations.
5. **Mandatory Requirements:**

The following mandatory requirements must be met by the Vendor as a 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.

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- 5.1. The Vendor shall provide for transportation of inmates upon assignment to or from the facilities as provided by the Agency's movement coordinator and for such other purposes as may be required from time to time, including court appearances.
  - 5.1.1. Inmate transportation security will be in accordance with applicable Agency policy.
  - 5.1.2. Vendor must provide transportation for up to 30 inmates, twice per month, from one or more designated facilities within West Virginia, to the proposed facility.
- 5.2. The Vendor shall provide medical services to the West Virginia inmates housed at the Vendor's facility. The Vendor shall submit, with its technical bid, a description of current medical services provided, including, but not limited to, a copy of the Vendor's inmate medical contract and the name and contact information of the Vendor's inmate medical provider. It is the intent of the Agency that the inmates receive care comparable to that available to the inmates in the West Virginia Division of Corrections system.
- 5.3. The Vendor shall provide all onsite healthcare and mental health services.
- 5.4. The Agency's inmate medical contract provider shall be responsible for monitoring, coordinating, and authorizing healthcare and mental health services provided by the Vendor and/or its medical contract provider.
- 5.5. The Agency agrees not to transfer any inmate with known chronic illnesses or severe mental health issues to the Vendor. However, in the event of a catastrophic event with a transferred inmate, the Agency shall have the inmate returned to West Virginia as soon as practicable.
- 5.6. Should the Vendor identify the need for an inmate to receive inpatient hospitalization and/or surgery, the Vendor shall notify Agency's inmate medical provider for prior approval. In the event of an emergency, the Vendor shall notify the Agency's inmate medical provider within four (4) hours of the emergency. The Agency's inmate medical provider will monitor, coordinate, and approve recommended medical procedures.
- 5.7. Under no circumstances shall the Vendor limit or delay access to inpatient hospitalization for inmates identified as needing this level of care. If the Agency believes that the Vendor is not transporting inmates needing inpatient hospitalization in a timely fashion, the Agency shall audit the case. Failure to reach satisfactory resolution of such as case may be grounds for termination of the contract by the Agency.
- 5.8. The Vendor shall staff and utilize infirmary beds available at the Vendor's facilities for admissions which do not require hospitalization.
- 5.9. The Vendor shall submit a detailed proposal for the following functions:
  - 5.9.1. Medical Orientation
  - 5.9.2. Physical Examinations

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- 5.9.3. Sick Call
  - 5.9.4. Emergency Services
  - 5.9.5. Specialty Outpatient Services
  - 5.9.6. Laboratory Services
  - 5.9.7. Radiology Services
  - 5.9.8. Diet Therapy
  - 5.9.9. EKG Services
  - 5.9.10. Medical Prosthetics
  - 5.9.11. Optical Services
  - 5.9.12. Pharmaceuticals
  - 5.9.13. Medication Administration
  - 5.9.14. Dental Services
  - 5.9.15. Hepatitis Treatment
  - 5.9.16. Suicide Prevention and Crisis Intervention
  - 5.9.17. Health Care Record System
  - 5.9.18. Quality Assurance and Improvement Program
- 5.10. The Vendor shall provide all required services to the West Virginia inmate population housed at the Vendor's facility in compliance with American Correctional Association (ACA) standards, Prison Rape Elimination Act (PREA) standards, National Commission on Correctional Healthcare (NCCHC) standards, applicable Agency policies, and federal/state/local laws and regulations. ACA and NCCHC accreditation must be maintained during the term of this contract.
- 5.11. In the event the Vendor fails to maintain ACA and/or NCCHC accreditation during the term of this agreement, the Agency shall impose a 30-day warning and grace period. If the accreditation plan criteria are not met after the 30-day warning period, the Agency reserves the right to impose a \$500.00 penalty per day until the criteria are met.
- 5.12. The Vendor shall include in the proposal its classification system, as well as laws and requirements for housing inmates from other states.

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- 5.13. The Vendor shall provide an annual credit in the amount of Fifty Thousand Dollars (\$50,000.00) for contract monitoring.
- 5.14. The Vendor shall provide the Agency Contract Monitor office space that has a lock which is not master keyed, a desk, chair, telephone/fax/computer lines (for internet access only). The Vendor will not be responsible for non-business related fax or telephone costs.
- 5.15. The Vendor shall ensure the facilities used have video conferencing capabilities and that these capabilities are freely available to Agency contract monitors and the WV Parole Board for their use in conducting parole hearings.
- 5.16. The Vendor agrees to use the Agency Classification, Disciplinary and Grievance systems as well as Agency policies on inmate grooming and tobacco use. The Agency will provide training in these areas.
- 5.17. The Vendor shall provide one permanently affixed bed per inmate.
- 5.18. The Vendor will abide by all reporting requirements as specified by Agency policy, including Monthly Reports, incident reports, use and upkeep of the Agency inmate information systems, inmate trustee accounts, etc.
- 5.19. The Vendor shall utilize the Agency's current inmate information system and inmate trustee system. The Vendor shall allow the Agency's technology staff and/or the Agency's contractors access for implementation and training purposes.
- 5.20. The Vendor shall, at a minimum, provide GED and high school credit bearing classes for said inmates, provided by a certified instructor on a weekly basis.
- 5.21. The Vendor will offer, at a minimum, programs that address the following subjects for Agency inmates, with detailed curricula information and training, if required, on each provided by the Agency. The Agency reserves the right to add or remove programs in accordance with Agency policy or parole guidelines. In this event, the Vendor and the Agency shall negotiate an amended per diem rate, which shall be accomplished by change order to this contract
- 5.22. **Rational Thinking Models**
  - 5.22.1. **Managing My Anger:**
    - 5.22.1.1. Managing My Anger is a cognitive – behavioral program. The goal of this program is to educate and challenge the beliefs of offenders in order to improve the offender's ability to manage anger and interact with others in a socially acceptable manner. Anyone who has committed a crime of violence, or who has a disciplinary problem should attend at least eight group session classes. This evidence based program is based on Cage Your Rage, by Impact Publications, <http://www.impactpublications.com/cageyourrageprogram.aspx>.

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### 5.22.2. Thinking for a Change (T4C):

5.22.2.1. T4C is an integrated, cognitive behavior change program for offenders that includes cognitive restructuring, social skills development, and the development of problem solving skills.

### 5.23. Victim Empathy Programs

5.23.1. **CVA (Crime Victim Awareness):** CVA is an evidence based program based on the Office for Victims of Crime (OVC) TTAC curriculum: *Victim Impact: Listen and Learn*

5.23.1.1. Victim Impact consists of 13 units, built around 10 core crime topics: property crime, assault, robbery, hate and bias, gang violence, sexual assault, child abuse and neglect, domestic violence, drunk and impaired driving, and homicide.

5.23.1.2. The basic precepts of the Victim Impact Curriculum are:

5.23.1.2.1. Victims and the impact of crime on them are the focus.

5.23.1.2.2. Victims' personal experiences are the centerpiece.

5.23.1.2.3. Victims deserve to have their rights enforced and their voices heard.

5.23.1.2.4. Anyone can become a victim of crime.

5.23.1.2.5. Victimization creates a "ripple effect" throughout the community.

5.23.1.2.6. Offenders have the opportunity to change their thinking and their behavior.

5.23.1.2.7. Offenders have an obligation to make amends to their victims, directly and indirectly.

5.23.1.3. The new curriculum integrates clips from OVC's DVD, *Victim Impact: Listen and Learn*, which was developed at the request of victim service coordinators from around the country who were seeking to supplement their impact of crime programs.

5.23.1.4. The full evidence based curriculum can be downloaded at <https://www.ovcttac.gov/victimimpact/>.

### 5.24. Substance Abuse Programs

5.24.1. ALADRUE, Phases 1, 2, and 3, is the agency's three-tiered non-residential substance abuse program for offenders in various stages of drug/alcohol abuse and addiction. Individuals who are not recommended to participate in the Residential Substance Abuse Treatment program, who have a history of Substance Abuse or Addiction are required to participate in the program.

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- 5.24.1.1.** The Phase 1 program is designated to be the basic Substance Abuse program offered to the offenders incarcerated within the correctional facilities. Within this program offenders are introduced to a variety of program specific approaches. This program focuses on five (5) main components, including: Motivation to Change, Basic Drug / Alcohol Education, Overview of the Twelve Steps, Cognitive Behavioral Approach to Addiction and Relapse Prevention. ALADRUE, Phase 1 is the only required program in the ALADRUE curriculum for offenders to participate in, other than the Residential Substance Abuse Treatment Units. Aladrue, Phase One consists of thirty-one (31) session, running approximately fifteen and half (15 ½) weeks in duration. Resources include: “The Big Book”, and “Twelve Steps and Twelve Traditions”, from Alcoholics Anonymous, <http://www.aa.org/?Media=NoFlash>.
- 5.24.1.2.** The Phase 2 program is designed be a voluntary program for those offenders who wish to gain more strength, knowledge, and understanding of the Twelve Steps of Alcoholics and Narcotics Anonymous support groups. This program is titled, “Mapping Your Steps: ‘Twelve Step’ Guide Maps” developed by the Institute of Behavioral Health, Texas Christian University, <http://www.ibr.tcu.edu/>. ALADRUE, Phase 2 consists of ten (10) sessions, running approximately two and half (2 ½) months in length.
- 5.24.1.3.** The Phase 3 program is also designed to be a voluntary program for those offenders who wish to develop a Relapse Prevention Plan that is more stable and effective within their recovery and transition back into society. The program helps the offender in terms of their addiction for their transition back into society. The program focuses on Transition Skills for Recovery, including building new relationships and peer support upon release from the correctional facility. The program is titled, “Straight Ahead Transition Skills for Recovery,” also from the Institute of Behavioral Health, Texas Christian University. ALADRUE, Phase 3 consists of ten (10) sessions, running approximately two and a half (2 ½) months in duration.
- 5.24.1.4.** Inmates in these programs must also attend Alcoholics Anonymous and/or Narcotics Anonymous groups regularly.

### 5.25. Family-based Violence

- 5.25.1. BIPP (Batterers Intervention and Prevention Program):** The Batterers Intervention Prevention Program is based on the best practice Duluth Model. Since the early 1980s, Duluth—a small community in northern Minnesota—has been an innovator of ways to hold batterers accountable and keep victims safe. The "Duluth Model" is an ever evolving way of thinking about how a community works together to end domestic violence. This program provides batterers with educational components designed to intervene in the cycle of violence, power, and control. The Duluth Model is developed by DAIP, Domestic Abuse Intervention Program. They can be contacted at <http://www.theduluthmodel.org>. The inmate’s LS/CMI Program Plan determines if an inmate is referred to the group. Then,



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a facilitator will screen the inmate in order to make the determination whether or not the inmate is appropriate for the group. If appropriate, the class should be taken by the inmate as recommended on the program plan. The BIPP's curriculum should be about 35 sessions in length. Other resources include: Emerge Abuser Education Group Program Manual for First & Second Stage Groups, developed by Emerge: Counseling & Education to Stop Domestic Violence, <http://www.emergedv.com>; Men Stopping Violence, <http://www.menstoppingviolence.org>; and "Men's Work" by Paul Kivel, <http://www.paulkivel.com>.

### **5.26. Sex Offender Programs (Phases One, Two and Three):**

- 5.26.1.** Sex Offender Program, Phase I, is for Psycho-education. It should be recommended for all inmates with a current offense that involves sexual violence, conviction of a crime where a sexual component was present, abuse, or if an inmate has a history of sexual violence or abuse. This includes inmates who have dismissed charges that were pled down to non-sexual crimes and any inmate who is required to register as a sex offender. At a minimum, the topics should include legal definitions of sexual offending (West Virginia State Code 61-8B; 62-11; 62-12); sex offender registration (West Virginia State Code 15-2) [Resource West Virginia State Code:<http://129.71.164.29/wvcode/61/masterfrm2frm.htm>]; offending cycles, victim empathy, and managing emotions. The program was designed based on evidence based models like the Sex Offender Responsible Living Model, <http://www.medlintraining.com>; and Sex Offender: The Good Lives and Self Regulation Models, by The Safer Society Foundation Inc., <http://www.safersociety.org>.
- 5.26.2.** Sex Offender Programs, Phases 2 & 3, are geared more toward voluntary compliance by the inmate. Phase Two focuses on Cognitive Restructuring. It requires the inmate to have some form of sexual deviance. All participants must sign appropriate consent for treatment and acknowledgement of limits of confidentiality. In addition to reinforcing Phase 1 treatment, at a minimum, topics would include the importance of treatment, the willingness to change, high risk treatment planning, high risk factors, modifying deviant thought, identifying cognitive distortions, victim awareness, and human sexuality (sexual development, responsible sexual behavior, attraction, infatuation, and intimacy). Sex Offender Programs, Phase 3, focuses on Relapse Prevention. It is designed to be provided to inmates who are near discharge and/or parole eligibility. Building on the previous phases, further topics should include, at a minimum, relapse prevention plans, communication skills, goal setting, and support systems.
- 5.27.** It is the intent of the State that inmates receive care comparable to that available to inmates in West Virginia. The Vendor's written policies and procedures will describe health services, medical services and dental services to be provided. At a minimum, these must meet ACA and NCCHC standards, federal, state and local laws and regulations, and the following State policies and procedures.

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### 5.28. Vendor's Assumption of Risk Relating to Constitutional Limitations and Indemnification

- 5.28.1.** The Vendor must expressly acknowledge that Article III § 5 of the West Virginia Constitution provides that “[n]o person shall be transported out of, or forced to leave the State for any offense committed within the same. . .” This clause has been held to mean that state prisoners cannot be incarcerated within facilities outside of the state. Ray v. McCoy, 174 W.Va. 1, 321 S.E.2d 90 (1984). At least one state with a similar prohibition has since reached a different conclusion about the effect of housing prisoners outside of the state of conviction. Daye v. State, 171 Vt. 475, 769 A.2d 630 (2000) citing Olim v. Wakinekona, 461 U.S. 238, 248, 103 S.Ct. 1741, 75 L.Ed.2d 813 (1983).
- 5.28.2.** However, the scope of this agreement shall be solely limited to the incarceration of prisoners willing to consent to their transfer to a facility operated by the Vendor. The Vendor shall assume all risk of liability for any claim brought by a prisoner relating in any way to the inmate's placement in the Vendor's facility. The Vendor shall defend, indemnify, and hold harmless the State of West Virginia, the Division of Corrections, and their officials, agents, and employees from and against any claims brought by a prisoner relating to the prisoner's housing or placement within a facility operated by the Vendor.
- 5.28.3.** The Vendor must defend in any action at law, indemnify, and hold harmless the State of West Virginia, the Division of Corrections, and their officials, agents, and employees from and against any claim or cause of action which arises from any act or omission by the Vendor or any of the Vendor's employees or subcontractors, including the following:
- 5.28.3.1.** Any claims or losses for services rendered by the vendor or persons performing or supplying services in connection with the performance of the contract;
  - 5.28.3.2.** Any claims or losses to any person injured or damaged by the willful or negligent actions of the vendor, its officers or employees in the performance of the contract;
  - 5.28.3.3.** Any claims or losses resulting to any person injured or damaged by the vendor, its officers or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or state regulations or statutes;
  - 5.28.3.4.** Any failure of the vendor, its officers or employees to adhere to applicable laws, including but not limited to labor laws and minimum wage laws;
  - 5.28.3.5.** Any constitutional, federal, state, or civil rights claim brought against the State, Agency or its officers, agents or employees, related to the prison facilities or treatment of the prisoners housed therein;
  - 5.28.3.6.** Any claims, losses, demands or causes of action arising out of the Vendor's activities in this state; and



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5.28.3.7. Attorney fees or court costs arising from any habeas corpus actions or other inmate suits which may arise, including, but not limited to, attorney fees for the State's representation, any court appointed representation of any inmate, and the costs of any special judge who may be appointed to hear such actions.

### 5.29. Powers not delegable to Vendor.

5.29.1. The following are duties that are not delegated to the Vendor:

5.29.1.1. Developing or implementing procedures for calculating inmate release and parole eligibility dates;

5.29.1.2. Developing or implementing procedures for calculating and awarding good time;

5.29.1.3. Approving inmates for work release;

5.29.1.4. Approving the type of work inmates may perform and the wages or good time, if any, which may be given to inmates engaging in such work;

5.29.1.5. Granting, denying, or revoking good time;

5.29.1.6. Recommending that the Parole Board either deny or grant parole, although the Vendor may submit reports which have been prepared in the ordinary course of business;

5.29.1.7. Approving of transfer of any inmate to and/or from an Agency facility; and

5.29.1.8. Paroling and/or releasing inmates from the Vendor's facility. All inmates shall be returned to Agency for parole and/or release.

5.30. The Vendor's proposed facility for the housing of Agency inmates must have and maintain ACA accreditation.

5.31. Due to inmate transportation, visitation by family and friends, and Agency visits to out of state facility, Agency will consider proximity to Agency's facilities during evaluation process. Vendor shall submit physical address of facility or facilities proposed for housing of Agency's inmates.

5.32. Any and all transfers of Agency inmates into and out of Vendor facilities shall be approved by the Agency Central Office Inmate Movement Coordinator.

5.32.1. Classification changes shall be approved by Agency, to higher or lower security level;

5.32.2. Medical or psychiatric transfers, as initiated by medical staff at the facilities, shall be approved and agreed to by the health administrator of Agency and/or the Contract Monitor;

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- 5.32.3. Emergency transfers that involve insurrections or such other circumstance occurring at the facilities. Such transportation arrangements will be at the sole expense of Vendor subject to Agency approval;
- 5.32.4. The Vendor may request, in writing, that an inmate be transferred from their facilities in accordance with Agency procedures; or
- 5.32.5. At the direction of the Agency.
- 5.33. The Vendor shall operate and maintain the facilities in a condition so as to comply with all applicable local and state fire and health codes, as well as compliance with life safety codes, building and occupancy codes, and in accordance with ACA Standards. Copies of outside regulatory agency inspection results and approved corrective action plans will be submitted to the Contract Monitor when received by the Vendor and when any documentation is submitted to the regulatory agency.
- 5.34. The Vendor shall furnish all facility perishables or consumable supplies, including, but not limited to, general hygiene items, inmate clothing, pharmaceutical supplies, medications, medical and dental supplies, office supplies, and building support items.
- 5.35. The Vendor shall operate the facilities in accordance with this proposal, Agency Policies (when applicable or mandated), ACA Standards, NCCHC Standards, and all other rules and regulations made pursuant thereto.
- 5.36. The Vendor shall currently possess and maintain an emergency procedure plan, to address emergencies such as labor disputes, riots, fire, and natural disasters, which emergency plan shall include the Vendor's process for continuing to house the inmates in a safe and secure manner. Copies of the Vendor's procedures will be provided to the Agency with the Vendor's technical proposal and must be approved by the Agency prior to implementation of said Contract.
- 5.37. To ensure that the successful Vendor meets all applicable sanitation, hygiene, and health standards, the Vendor shall submit its policies and procedures with the technical proposal and these policies must be approved by the Agency prior to implementation of said Contract
- 5.38. The Vendor shall provide telecommunication access to inmates at a cost comparable to rates in West Virginia. All monitoring and recording of inmate phone calls shall conform to W.Va. Code § 25-1-17. Vendor shall detail its current inmate telephone plan, including telephone provider, to include a list of minute rates and any other applicable fees.
- 5.39. The Vendor shall collect a medical co-payment charge from the inmates in accordance with applicable Agency policy and W.Va. Code § 25-1-8. Money received in connection with any medical co-payment plan shall be reported to the Contract Monitor monthly and shall be remitted back to the Agency on a quarterly basis.

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- 5.40. The Vendor shall provide food service for all inmates in compliance with Agency policy, ACA Standards, and consistent with all state health and nutritional rules and regulations. At a minimum, the food service operation shall provide a meal schedule, including special diets meeting medical or religious requirements. Vendor shall detail its current food service operations, including menu and cycle, in the Vendor's technical proposal.
- 5.41. The Vendor will maintain inmate property in accordance with Agency policy. Inmate property lost or damaged when in control of the Vendor will remain the sole responsibility of the Vendor. Inmates may use the grievance process (Policy Directive 335.00) to seek reimbursement for any lost or damaged property. The Vendor agrees that it will be bound by the decision of the Commissioner or his/her designee under Policy Directive 335.00.
- 5.42. The Vendor shall provide full time inmate laundry services and inmate clothing in compliance with the ACA Standards and Agency Policy.
- 5.43. The Vendor shall provide a commissary or commissary services for inmates that contain items similar to the Agency's facilities. The sale price paid by inmates shall be comparable to those set by the Agency. It shall be permissible to deny an inmate access to the commissary for disciplinary or medical reasons. Commissary items may be priced to cover the cost of inventory, commissary personnel, and commissary utilities. The Vendor will be responsible for remission of all sales taxes to the appropriate taxing authority and shall also obtain any necessary business licenses, permits, or approvals. The Vendor shall detail its current commissary operations, including a market basket with prices, in the Vendor's technical proposal.
- 5.44. The Vendor shall handle and provide delivery of inmate mail and correspondence in accordance with W.Va. Code § 25-1-18, applicable Agency policy, and federal law.
- 5.45. The Vendor shall provide facilities for religious services and access to religious programs in accordance with ACA standards and state and federal law.
- 5.46. Inmates will be afforded access to reasonable, impartial and non-discriminatory disciplinary procedures in compliance with applicable ACA standards, specifically utilizing Agency Policy Directive 325.00. The Vendor shall utilize a Correctional Hearing Officer employed by the Agency to conduct all disciplinary hearings. Video conferencing capabilities shall be made available by the Vendor for this purpose. All recommendations for good time lost by a Correctional Hearing Officer may be reviewed by the Contract Monitor, employed by the Agency. In any grievance or appeal process (either under Policy Directive 335.00 or 325.00) the Contract Monitor and/or the Vendor will respond at all levels below the Commissioner. The Vendor expressly agrees that it will be bound by all decisions of the Commissioner in appeals and grievances of inmates pursuant to said policies
  - 5.46.1. The security level of the facilities will be sufficient to house inmates classified at levels IV and lower, including beds suitable for housing inmates found guilty of an institutional rule infraction by an Agency Correctional Hearing Officer and sanctioned with time in

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Segregation, under Agency Policy Directive 401.01. The Vendor shall provide security and control in accordance with ACA Standards and Agency policy.

- 5.46.2.** Prior to occupancy by inmates, the Vendor shall provide a complete copy of its current operational manuals, including a security manual for approval by the Agency. The security manual will contain all procedures related to security and control and must address, at a minimum the following: physical plant inspections, inmate counts, weapons and chemical agent control, contraband, key control, tool and equipment control and emergency procedures. This manual shall be available to all staff and shall be reviewed at least annually and updated if needed. The Vendor shall notify the Agency in writing of desired changes in, or additions to, the Operational Plan with regard to the Operator's policies and procedures, emergency procedures/security manual, and post orders. The Agency will review the changes and return it to the Vendor within 30 days of receipt. No such changes shall be implemented prior to the Operator's receipt of written approval from the Agency, which approval shall not be unreasonably withheld. Non-compliance with the Operational Plan may be regarded as a breach of contract.
- 5.46.3.** All inmate program activities shall take place within the facilities or on facility grounds. No inmate shall leave the facilities except under security escort in accordance with Agency Policy and ACA Standards
- 5.46.4.** The Vendor shall report all serious and unusual incidents to the Agency. Monday through Friday, 8:00 a.m. to 5:00 p.m., these incidents will be reported to the Agency's Contract Monitor. During holidays and all other days and times, these incidents will be reported to the Charleston Work Release Center. Serious incidents are defined as incidents having a negative impact upon the physical safety of any person or which impact adversely upon the immediate safe operation of the facilities. Unusual incidents are those, which although contained or presenting no immediate threat to the public, staff, or inmates, could initiate attention from the media or general public or require a response from the Commissioner or a member of the Agency management staff. Examples of serious and unusual incidents include, but are not limited to, the death or serious injury of any person, whether accidental or self-inflicted, to any person in relation to facility operations, suicide or attempted suicide, riot, hostage taking, escape or attempted escape, emergency counts, fire, interruption of public utility service, inmate work stoppage, employee work stoppage, hazardous material incident, natural disaster, battery by staff members or inmates, arrest of any inmate or employee, any and all sex acts, and occurrence of contagious diseases. The Vendor shall train its employees and respond to any incidents occurring within the facility. The Vendor will notify and report for investigation to the political subdivision's law enforcement agencies having jurisdiction in the event of any crime, serious or unusual incident, or emergency that requires law enforcement assistance or criminal investigation. The parties shall cooperate in such cases; however, the Vendor will be responsible for all such incidents or emergencies and should take appropriate steps to develop internal and inter-agency emergency response plans, in accordance with ACA and PREA, agreements, and related staff training

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- 5.47. The Vendor shall exercise its best efforts to prevent escapes from the facilities and shall provide escape response and prevention plans to the Agency for approval. Upon discovery of an unauthorized absence or escape, the Vendor shall immediately notify the local and state law enforcement agencies and the Agency. The Vendor shall be responsible for all expenses incurred by the Agency for returning inmates captured, including any overtime expenses for its staff or other agency staff. The Agency shall be responsible for returning escapees to West Virginia from other jurisdictions, but shall be reimbursed by the Vendor for any expenses associated with the escapee's return, including transportation and all other legal costs and expenses.
- 5.48. The Vendor shall bear all costs of any escape or disturbance requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the Agency, and shall defend, indemnify, and hold harmless from any claims arising from the same.
- 5.49. The Vendor will comply with state laws and federal laws regarding use of force. The Vendor will notify the Contract Monitor or designee by telephone immediately following all serious incidents consistent with Agency Policy. After business hours, all notices and reports will be transmitted to the Charleston Work Release Center and the Agency's Central Office. The Vendor shall detail, in its technical proposal, its use of force training requirements and procedures.
- 5.49.1. Reasonable force may be used as required and as authorized by federal and state law. All uses of force shall be documented in accordance with Agency policies and procedures, and the Vendor will provide a copy of all such documentation to the Contract Monitor.
- 5.50. The Vendor shall provide a complete copy of its current operations manual to Agency.
- 5.51. The Vendor shall provide physical space, furniture, equipment, and supervision for visitation, including attorney visitation, in accordance with Agency Policy and ACA Standards. Option video teleconferencing is allowed if supplied by Vendor.
- 5.52. The Vendor shall provide inmates access to Court Systems by use of a legal materials reference center, persons trained in the law, or any combination thereof. If access is provided by use of a law library and law clerks, the requirements shall be consistent with Agency policy, ACA Standards and all other applicable state or federal law.
- 5.53. The Agency shall provide the Vendor with essential data and information relating to sentence computations in accordance with West Virginia law, the inmates' judgment and sentence and the applicable Agency policy and procedures for inmates assigned to the facilities. The Vendor shall record and compute each inmate's time of confinement in accordance with such law and procedures, including, but not limited to, all statutory good time credits and discharge dates, and will forward such information to the Agency: Provided, that the final decisions with respect to sentence computation rests with the Agency. This is only an administrative responsibility, and the Agency will continue to have all legal responsibility for final determination of earned



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credits and discharge dates. Nothing herein will be construed to abrogate the duty of the Agency in this regard. The Agency will provide training to the Vendor in this function.

- 5.54.** The Vendor shall provide intake orientation and re-entry services in accordance with the Agency policy and ACA Standards. The Vendor shall adhere to the classification policy set forth in Agency Policy Directive 401.01 subject to the approval of the Contract Monitor and/or his/her designee.
  - 5.54.1.** The Vendor will maintain inmate records at their sole expense in accordance with applicable Agency record keeping practices and procedures and shall adhere to federal, state, and local laws governing confidentiality. Upon request, all records, reports, and documents will be made available immediately to the Contract Monitor for review. Upon termination of confinement of an inmate, the Vendor will preserve all inmate records consistent with Agency policy.
  - 5.54.2.** The Vendor will ensure a case manager/counselor maintains individual inmate files documenting each inmate's program goals, employment, earned credits, disciplinary records, programmatic involvement and any other significant events.
  - 5.54.3.** The Vendor shall report the daily midnight inmate count to the Central Office Movement Coordinator by 9:00 a.m. each working day. The Vendor shall report each Monday by 9:00 a.m. to the Contract Monitor a summary listing of inmates housed in restrictive housing to include: Inmate name, number, status, and date placed in restrictive housing. The Vendor will submit a monthly report by the 5<sup>th</sup> day of the month to the Contract Monitor which will include a narrative of facility highlights, serious incidents, and other significant issues.
- 5.55.** The Vendor, may allow inmates to engage in programs which have been approved by Agency. The type of work and wages or good time, if any, shall be approved by Agency.
- 5.56.** Inmate labor may be used within the facility to perform certain tasks related to food service, maintenance, laundry, and other tasks which do not compromise the safety of the public, staff or inmates, or institutional security. Wages shall be those established by Agency policy.
- 5.57.** At no time shall any inmate ever be placed in a position of authority over another inmate.
- 5.58.** Inmates will be compensated by the Vendor for work performed in accordance with applicable Agency policy. All funds received for or on account of inmates will be held and managed in accordance with W.Va. Code § 25-1-3a. The Vendor shall establish a mandatory interest bearing savings account for inmates required to have such an account pursuant to W.Va. Code § 25-1-3a(b).
- 5.59.** No inmate shall be permitted to work outside the secure perimeter of the facility.
- 5.60.** The Vendor shall provide facilities, equipment, and supplies for indoor and outdoor recreational and leisure time programs in accordance with the Agency policy and ACA Standards.

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- 5.61. The Vendor shall provide and manage a general library for the benefit of inmates in accordance with state law, Agency policy, and ACA Standards.
- 5.62. The Vendor will maintain an inmate trust fund in accordance with W.Va. Code § 25-1-3a and applicable Agency policy. All inmate earnings and personal receipts will be placed in a trust fund to be used solely by that inmate. General accepted accounting procedures will be followed in managing this account. All records will be made available to the Contract Monitor or the Division of Corrections' internal auditor or Director of Administration/designee upon request. Vendor will follow Agency policy 111.06 and W.Va. Code § 25-1-3c for mandatory deductions.
- 5.63. Vendor shall provide for hygiene needs of indigent inmates in accordance with Agency policy and ACA Standards.
- 5.64. Inmates may dispose of the products of their labor in accordance with state and federal law, Agency policy, and ACA Standards. If an inmate is permitted to sell any craft or product, all funds shall be handled in accordance with other requirements of this proposal.
- 5.65. All inmates shall undergo routine, random, and suspect drug and alcohol testing at the expense of the Vendor. Testing shall be conducted according to Agency policy, and a summary of the results furnished to the Contract Monitor monthly. Suspect drug and alcohol testing shall be in addition to the random testing called for in Agency policy.
- 5.66. If the Vendor provides other services and programs, it shall comply with Agency policy, ACA Standards, and other state and federal law. Vendor shall, in its technical bid, detail all services and programs that are available to the inmates.
- 5.67. Vendor shall house male inmates in an all-male facility. Vendor shall house female inmates in an all-female facility.
- 5.68. The Vendor will immediately report the death of any inmate to the proper authorities, the Agency, and the appropriate medical examiner. The Vendor will complete any medical examination required by law or Agency policy; report immediately to the Agency the death of any inmate; furnish all information requested by the Agency and the proper authorities; the body, when released from authorities, shall be returned to the Agency; and the Vendor will notify the relatives of the deceased inmate, if any, as soon as practicable thereafter.
  - 5.68.1. The provisions of this section will not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses therewith.
  - 5.68.2. The Agency, at its expense, may obtain the deceased inmate for burial in accordance with Agency's policies and practices for burial and/or all matters incident thereto.
  - 5.68.3. The Vendor will forward to the Agency a certified copy of the death certificate and the inmate's file and medical records.

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6. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information.

Oral Presentations shall be conducted for Agency's evaluation committee at Vendor's proposed facility. In addition, Vendor shall schedule and conduct a tour of said facility for the evaluation committee. Agency shall be responsible for all costs required to travel to Vendor's facility.

Vendor shall be prepared to present detailed information, including but not limited to, the following topics:

1. Describe how services and programs required shall be accomplished
2. Describe security procedures
3. Describe operating procedures
4. Describe current medical, mental health, dental, and optical services
5. Describe other medical related services
6. Describe rehabilitative programs and services in addition to the mandated programs
7. Describe available education courses
8. Describe available inmate services
9. Describe proposed inmate housing
10. Describe transportation services for inmates

### SECTION FIVE: 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.



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**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, the project goals and objectives, and the manner in which they were met.

Also, describe the approach and methodology proposed for this project. This should include the manner in which 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 it meets or exceeds each of these specifications as outlined in 4.5 of Section Four: Project Specifications. The State reserves the right to require documentation detailing how each specification 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.

**Oral Presentations:** If established by the Agency in the Schedule of Events (Section 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set forth in Section 4.6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only 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 proposals** 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.

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.

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-

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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 requirements 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..

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## SECTION SIX: 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 it meets all of the mandatory specifications required; and has appropriately presented within its written response and/or during the oral demonstration (if applicable) its 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:

- Qualifications, experience and financial stability..... 25 Points Possible
- Proximity to Agency Facilities..... 15 Points Possible
- Ability to Provide Services
  - Healthcare & Mental Health..... 10 Points Possible
  - Rehabilitative Programming..... 10 Points Possible
- Oral interview..... 10 Points Possible
- Cost..... 30 Points Possible

**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**

- 2.1. 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.
- 2.2. 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. 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. Cost bids for non-qualifying proposals will also be opened but shall not be considered. 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.

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- 2.3. 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, the project goals and objectives, and the manner in which they were met.*

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

**Section 4, Subsection 4.1:** Provide housing for up to 400 Agency inmates, on a voluntary basis.

Vendor Response:

**Section 4, Subsection 4.2:** Provide access to treatment and programming services in order to allow inmates the opportunity to prepare for their initial parole hearing.

Vendor Response:

**Section 4, Subsection 4.3:** Provide all required services to this inmate population in compliance with American Correctional Association (ACA) standards, Prison Rape Elimination Act (PREA) standards, National Commission on Correctional Healthcare (NCCHC) standards, applicable Agency policies, and federal/state/local laws and regulations.

Vendor Response:

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## Attachment B: Mandatory Specification Checklist

*List mandatory specifications contained in Section 4, Subsection .5:*

### **Section 5, Subsection 5.1:**

**5.1.** The Vendor shall provide for transportation of inmates upon assignment to or from the facilities as provided by the Agency's movement coordinator and for such other purposes as may be required from time to time, including court appearances.

**5.1.1.** Inmate transportation security will be in accordance with applicable Agency policy.

**5.1.2.** Vendor must provide transportation for up to 30 inmates, twice per month, from one or more designated facilities within West Virginia, to the proposed facility.

### **Vendor Response:**

**5.2.** The Vendor shall provide medical services to the West Virginia inmates housed at the Vendor's facility. The Vendor shall submit, with its technical bid, a description of current medical services provided, including, but not limited to, a copy of the Vendor's inmate medical contract and the name and contact information of the Vendor's inmate medical provider. It is the intent of the Agency that the inmates receive care comparable to that available to the inmates in the West Virginia Division of Corrections system.

### **Vendor Response:**

**5.3.** The Vendor shall provide all onsite healthcare and mental health services.

### **Vendor Response:**

**5.4.** The Agency's inmate medical contract provider shall be responsible for monitoring, coordinating, and authorizing healthcare and mental health services provided by the Vendor and/or its medical contract provider.

### **Vendor Response:**



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5.5. The Agency agrees not to transfer any inmate with known chronic illnesses or severe mental health issues to the Vendor. However, in the event of a catastrophic event with a transferred inmate, the Agency shall have the inmate returned to West Virginia as soon as practicable.

### Vendor Response:

5.6. Should the Vendor identify the need for an inmate to receive inpatient hospitalization and/or surgery, the Vendor shall notify Agency's inmate medical provider for prior approval. In the event of an emergency, the Vendor shall notify the Agency's inmate medical provider within four (4) hours of the emergency. The Agency's inmate medical provider will monitor, coordinate, and approve recommended medical procedures.

### Vendor Response:

5.7. Under no circumstances shall the Vendor limit or delay access to inpatient hospitalization for inmates identified as needing this level of care. If the Agency believes that the Vendor is not transporting inmates needing inpatient hospitalization in a timely fashion, the Agency shall audit the case. Failure to reach satisfactory resolution of such as case may be grounds for termination of the contract by the Agency.

### Vendor Response:

5.8. The Vendor shall staff and utilize infirmary beds available at the Vendor's facilities for admissions which do not require hospitalization.

### Vendor Response:

5.9. The Vendor shall submit a detailed proposal for the following functions:

- 5.9.1. Medical Orientation
- 5.9.2. Physical Examinations
- 5.9.3. Sick Call
- 5.9.4. Emergency Services
- 5.9.5. Specialty Outpatient Services

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- 5.9.6. Laboratory Services
- 5.9.7. Radiology Services
- 5.9.8. Diet Therapy
- 5.9.9. EKG Services
- 5.9.10. Medical Prosthetics
- 5.9.11. Optical Services
- 5.9.12. Pharmaceuticals
- 5.9.13. Medication Administration
- 5.9.14. Dental Services
- 5.9.15. Hepatitis Treatment
- 5.9.16. Suicide Prevention and Crisis Intervention
- 5.9.17. Health Care Record System
- 5.9.18. Quality Assurance and Improvement Program

## Vendor Response:

- 5.10. The Vendor shall provide all required services to the West Virginia inmate population housed at the Vendor's facility in compliance with American Correctional Association (ACA) standards, Prison Rape Elimination Act (PREA) standards, National Commission on Correctional Healthcare (NCCHC) standards, applicable Agency policies, and federal/state/local laws and regulations. ACA and NCCHC accreditation must be maintained during the term of this contract.

## Vendor Response:

- 5.11. In the event the Vendor fails to maintain ACA and/or NCCHC accreditation during the term of this agreement, the Agency shall impose a 30-day warning and grace period. If the accreditation plan criteria are not met after the 30-day warning period, the Agency reserves the right to impose a \$500.00 penalty per day until the criteria are met.

## Vendor Response:

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- 5.12. The Vendor shall include in the proposal its classification system, as well as laws and requirements for housing inmates from other states.

**Vendor Response:**

- 5.13. The Vendor shall provide an annual credit in the amount of Fifty Thousand Dollars (\$50,000.00) for contract monitoring.

**Vendor Response:**

- 5.14. The Vendor shall provide the Agency Contract Monitor office space that has a lock which is not master keyed, a desk, chair, telephone/fax/computer lines (for internet access only). The Vendor will not be responsible for non-business related fax or telephone costs.

**Vendor Response:**

- 5.15. The Vendor shall ensure the facilities used have video conferencing capabilities and that these capabilities are freely available to Agency contract monitors and the WV Parole Board for their use in conducting parole hearings.

**Vendor Response:**

- 5.16. The Vendor agrees to use the Agency Classification, Disciplinary and Grievance systems as well as Agency policies on inmate grooming and tobacco use. The Agency will provide training in these areas.

**Vendor Response:**

- 5.17. The Vendor shall provide one permanently affixed bed per inmate.

**Vendor Response:**

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- 5.18. The Vendor will abide by all reporting requirements as specified by Agency policy, including Monthly Reports, incident reports, use and upkeep of the Agency inmate information systems, inmate trustee accounts, etc.

### Vendor Response:

- 5.19. The Vendor shall utilize the Agency's current inmate information system and inmate trustee system. The Vendor shall allow the Agency's technology staff and/or the Agency's contractors access for implementation and training purposes.

### Vendor Response:

- 5.20. The Vendor shall, at a minimum, provide GED and high school credit bearing classes for said inmates, provided by a certified instructor on a weekly basis.

### Vendor Response:

- 5.21. The Vendor will offer, at a minimum, programs that address the following subjects for Agency inmates, with detailed curricula information and training, if required, on each provided by the Agency. The Agency reserves the right to add or remove programs in accordance with Agency policy or parole guidelines. In this event, the Vendor and the Agency shall negotiate an amended per diem rate, which shall be accomplished by change order to this contract.

### Vendor Response:

## 5.22. Rational Thinking Models

### 5.22.1. Managing My Anger:

- 5.22.1.1. Managing My Anger is a cognitive – behavioral program. The goal of this program is to educate and challenge the beliefs of offenders in order to improve the offender's ability to manage anger and interact with others in a socially acceptable manner. Anyone who has committed a crime of violence, or who has a disciplinary problem should attend at least eight group session classes. This evidence based program is based on Cage Your Rage, by Impact Publications, <http://www.impactpublications.com/cageyourrageprogram.aspx>.

### 5.22.2. Thinking for a Change (T4C):

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- 5.22.2.1. T4C is an integrated, cognitive behavior change program for offenders that includes cognitive restructuring, social skills development, and the development of problem solving skills.

### Vendor Response:

#### 5.23. Victim Empathy Programs

- 5.23.1. **CVA (Crime Victim Awareness):** CVA is an evidence based program based on the Office for Victims of Crime (OVC) TTAC curriculum: *Victim Impact: Listen and Learn*

- 5.23.1.1. Victim Impact consists of 13 units, built around 10 core crime topics: property crime, assault, robbery, hate and bias, gang violence, sexual assault, child abuse and neglect, domestic violence, drunk and impaired driving, and homicide.

- 5.23.1.2. The basic precepts of the Victim Impact Curriculum are:

- 5.23.1.2.1. Victims and the impact of crime on them are the focus.

- 5.23.1.2.2. Victims' personal experiences are the centerpiece.

- 5.23.1.2.3. Victims deserve to have their rights enforced and their voices heard.

- 5.23.1.2.4. Anyone can become a victim of crime.

- 5.23.1.2.5. Victimization creates a “ripple effect” throughout the community.

- 5.23.1.2.6. Offenders have the opportunity to change their thinking and their behavior.

- 5.23.1.2.7. Offenders have an obligation to make amends to their victims, directly and indirectly.

- 5.23.1.3. The new curriculum integrates clips from OVC's DVD, *Victim Impact: Listen and Learn*, which was developed at the request of victim service coordinators from around the country who were seeking to supplement their impact of crime programs.

- 5.23.1.4. The full evidence based curriculum can be downloaded at <https://www.ovcttac.gov/victimimpact/>.

### Vendor Response:

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### 5.24. Substance Abuse Programs

- 5.24.1.** ALADRUE, Phases 1, 2, and 3, is the agency's three-tiered non-residential substance abuse program for offenders in various stages of drug/alcohol abuse and addiction. Individuals who are not recommended to participate in the Residential Substance Abuse Treatment program, who have a history of Substance Abuse or Addiction are required to participate in the program.
- 5.24.1.1.** The Phase 1 program is designated to be the basic Substance Abuse program offered to the offenders incarcerated within the correctional facilities. Within this program offenders are introduced to a variety of program specific approaches. This program focuses on five (5) main components, including: Motivation to Change, Basic Drug / Alcohol Education, Overview of the Twelve Steps, Cognitive Behavioral Approach to Addiction and Relapse Prevention. ALADRUE, Phase 1 is the only required program in the ALADRUE curriculum for offenders to participate in, other than the Residential Substance Abuse Treatment Units. Aladrue, Phase One consists of thirty-one (31) session, running approximately fifteen and half (15 ½) weeks in duration. Resources include: "The Big Book", and "Twelve Steps and Twelve Traditions", from Alcoholics Anonymous, <http://www.aa.org/?Media=NoFlash>.
- 5.24.1.2.** The Phase 2 program is designed be a voluntary program for those offenders who wish to gain more strength, knowledge, and understanding of the Twelve Steps of Alcoholics and Narcotics Anonymous support groups. This program is titled, "Mapping Your Steps: 'Twelve Step' Guide Maps" developed by the Institute of Behavioral Health, Texas Christian University, <http://www.ibr.tcu.edu/>. ALADRUE, Phase 2 consists of ten (10) sessions, running approximately two and half (2 ½) months in length.
- 5.24.1.3.** The Phase 3 program is also designed to be a voluntary program for those offenders who wish to develop a Relapse Prevention Plan that is more stable and effective within their recovery and transition back into society. The program helps the offender in terms of their addiction for their transition back into society. The program focuses on Transition Skills for Recovery, including building new relationships and peer support upon release from the correctional facility. The program is titled, "Straight Ahead Transition Skills for Recovery," also from the Institute of Behavioral Health, Texas Christian University. ALADRUE, Phase 3 consists of ten (10) sessions, running approximately two and a half (2 ½) months in duration.
- 5.24.1.4.** Inmates in these programs must also attend Alcoholics Anonymous and/or Narcotics Anonymous groups regularly.

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### 5.25. Family-based Violence

**5.25.1. BIPP (Batterers Intervention and Prevention Program):** The Batterers Intervention Prevention Program is based on the best practice Duluth Model. Since the early 1980s, Duluth—a small community in northern Minnesota—has been an innovator of ways to hold batterers accountable and keep victims safe. The "Duluth Model" is an ever evolving way of thinking about how a community works together to end domestic violence. This program provides batterers with educational components designed to intervene in the cycle of violence, power, and control. The Duluth Model is developed by DAIP, Domestic Abuse Intervention Program. They can be contacted at <http://www.theduluthmodel.org>. The inmate's LS/CMI Program Plan determines if an inmate is referred to the group. Then, a facilitator will screen the inmate in order to make the determination whether or not the inmate is appropriate for the group. If appropriate, the class should be taken by the inmate as recommended on the program plan. The BIPP's curriculum should be about 35 sessions in length. Other resources include: Emerge Abuser Education Group Program Manual for First & Second Stage Groups, developed by Emerge: Counseling & Education to Stop Domestic Violence, <http://www.emergedv.com>; Men Stopping Violence, <http://www.menstoppingviolence.org>; and "Men's Work" by Paul Kivel, <http://www.paulkivel.com>.

### Vendor Response:

### 5.26. Sex Offender Programs (Phases One, Two and Three):

**5.26.1. Sex Offender Program, Phase I,** is for Psycho-education. It should be recommended for all inmates with a current offense that involves sexual violence, conviction of a crime where a sexual component was present, abuse, or if an inmate has a history of sexual violence or abuse. This includes inmates who have dismissed charges that were pled down to non-sexual crimes and any inmate who is required to register as a sex offender. At a minimum, the topics should include legal definitions of sexual offending (West Virginia State Code 61-8B; 62-11; 62-12); sex offender registration (West Virginia State Code 15-2) [Resource West Virginia State Code:<http://129.71.164.29/wvcode/61/masterfrm2frm.htm>]; offending cycles, victim empathy, and managing emotions. The program was designed based on evidence based models like the Sex Offender Responsible Living Model, <http://www.medlintraining.com>; and Sex Offender: The Good Lives and Self Regulation Models, by The Safer Society Foundation Inc., <http://www.saferociety.org>.

**5.26.2. Sex Offender Programs, Phases 2 & 3,** are geared more toward voluntary compliance by the inmate. Phase Two focuses on Cognitive Restructuring. It requires the inmate to have some form of sexual deviance. All participants must sign appropriate consent for treatment and acknowledgement of limits of confidentiality. In addition to reinforcing Phase 1 treatment, at a minimum, topics would include the importance of treatment, the willingness to change, high risk treatment planning, high risk factors, modifying deviant

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thought, identifying cognitive distortions, victim awareness, and human sexuality (sexual development, responsible sexual behavior, attraction, infatuation, and intimacy). Sex Offender Programs, Phase 3, focuses on Relapse Prevention. It is designed to be provided to inmates who are near discharge and/or parole eligibility. Building on the previous phases, further topics should include, at a minimum, relapse prevention plans, communication skills, goal setting, and support systems.

### Vendor Response:

- 5.27. It is the intent of the State that inmates receive care comparable to that available to inmates in West Virginia. The Vendor's written policies and procedures will describe health services, medical services and dental services to be provided. At a minimum, these must meet ACA and NCCHC standards, federal, state and local laws and regulations, and the following State policies and procedures.

### Vendor Response:

#### 5.28. Vendor's Assumption of Risk Relating to Constitutional Limitations and Indemnification

- 5.28.1. The Vendor must expressly acknowledge that Article III § 5 of the West Virginia Constitution provides that "[n]o person shall be transported out of, or forced to leave the State for any offense committed within the same. . ." This clause has been held to mean that state prisoners cannot be incarcerated within facilities outside of the state. Ray v. McCoy, 174 W.Va. 1, 321 S.E.2d 90 (1984). At least one state with a similar prohibition has since reached a different conclusion about the effect of housing prisoners outside of the state of conviction. Daye v. State, 171 Vt. 475, 769 A.2d 630 (2000) citing Olim v. Wakinekona, 461 U.S. 238, 248, 103 S.Ct. 1741, 75 L.Ed.2d 813 (1983).
- 5.28.2. However, the scope of this agreement shall be solely limited to the incarceration of prisoners willing to consent to their transfer to a facility operated by the Vendor. The Vendor shall assume all risk of liability for any claim brought by a prisoner relating in any way to the inmate's placement in the Vendor's facility. The Vendor shall defend, indemnify, and hold harmless the State of West Virginia, the Division of Corrections, and their officials, agents, and employees from and against any claims brought by a prisoner relating to the prisoner's housing or placement within a facility operated by the Vendor.
- 5.28.3. The Vendor must defend in any action at law, indemnify, and hold harmless the State of West Virginia, the Division of Corrections, and their officials, agents, and employees from and against any claim or cause of action which arises from any act or omission by the Vendor or any of the Vendor's employees or subcontractors, including the following:

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- 5.28.3.1. Any claims or losses for services rendered by the vendor or persons performing or supplying services in connection with the performance of the contract;
- 5.28.3.2. Any claims or losses to any person injured or damaged by the willful or negligent actions of the vendor, its officers or employees in the performance of the contract;
- 5.28.3.3. Any claims or losses resulting to any person injured or damaged by the vendor, its officers or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or state regulations or statutes;
- 5.28.3.4. Any failure of the vendor, its officers or employees to adhere to applicable laws, including but not limited to labor laws and minimum wage laws;
- 5.28.3.5. Any constitutional, federal, state, or civil rights claim brought against the State, Agency or its officers, agents or employees, related to the prison facilities or treatment of the prisoners housed therein;
- 5.28.3.6. Any claims, losses, demands or causes of action arising out of the Vendor's activities in this state; and
- 5.28.3.7. Attorney fees or court costs arising from any habeas corpus actions or other inmate suits which may arise, including, but not limited to, attorney fees for the State's representation, any court appointed representation of any inmate, and the costs of any special judge who may be appointed to hear such actions.

### Vendor Response:

#### 5.29. Powers not delegable to Vendor.

5.29.1. The following are duties that are not delegated to the Vendor:

- 5.29.1.1. Developing or implementing procedures for calculating inmate release and parole eligibility dates;
- 5.29.1.2. Developing or implementing procedures for calculating and awarding good time;
- 5.29.1.3. Approving inmates for work release;
- 5.29.1.4. Approving the type of work inmates may perform and the wages or good time, if any, which may be given to inmates engaging in such work;
- 5.29.1.5. Granting, denying, or revoking good time;

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- 5.29.1.6. Recommending that the Parole Board either deny or grant parole, although the Vendor may submit reports which have been prepared in the ordinary course of business;
- 5.29.1.7. Approving of transfer of any inmate to and/or from an Agency facility; and
- 5.29.1.8. Paroling and/or releasing inmates from the Vendor's facility. All inmates shall be returned to Agency for parole and/or release.

### Vendor Response:

- 5.30. The Vendor's proposed facility for the housing of Agency inmates must have and maintain ACA accreditation.

### Vendor Response:

- 5.31. Due to inmate transportation, visitation by family and friends, and Agency visits to out of state facility, Agency will consider proximity to Agency's facilities during evaluation process. Vendor shall submit physical address of facility or facilities proposed for housing of Agency's inmates.

### Vendor Response:

- 5.32. Any and all transfers of Agency inmates into and out of Vendor facilities shall be approved by the Agency Central Office Inmate Movement Coordinator.
  - 5.32.1. Classification changes shall be approved by Agency, to higher or lower security level;
  - 5.32.2. Medical or psychiatric transfers, as initiated by medical staff at the facilities, shall be approved and agreed to by the health administrator of Agency and/or the Contract Monitor;
  - 5.32.3. Emergency transfers that involve insurrections or such other circumstance occurring at the facilities. Such transportation arrangements will be at the sole expense of Vendor subject to Agency approval;
  - 5.32.4. The Vendor may request, in writing, that an inmate be transferred from their facilities in accordance with Agency procedures; or
  - 5.32.5. At the direction of the Agency.

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- 5.33. The Vendor shall operate and maintain the facilities in a condition so as to comply with all applicable local and state fire and health codes, as well as compliance with life safety codes, building and occupancy codes, and in accordance with ACA Standards. Copies of outside regulatory agency inspection results and approved corrective action plans will be submitted to the Contract Monitor when received by the Vendor and when any documentation is submitted to the regulatory agency.

**Vendor Response:**

- 5.34. The Vendor shall furnish all facility perishables or consumable supplies, including, but not limited to, general hygiene items, inmate clothing, pharmaceutical supplies, medications, medical and dental supplies, office supplies, and building support items.

**Vendor Response:**

- 5.35. The Vendor shall operate the facilities in accordance with this proposal, Agency Policies (when applicable or mandated), ACA Standards, NCCHC Standards, and all other rules and regulations made pursuant thereto.

**Vendor Response:**

- 5.36. The Vendor shall currently possess and maintain an emergency procedure plan, to address emergencies such as labor disputes, riots, fire, and natural disasters, which emergency plan shall include the Vendor's process for continuing to house the inmates in a safe and secure manner. Copies of the Vendor's procedures will be provided to the Agency with the Vendor's technical proposal and must be approved by the Agency prior to implementation of said Contract.

**Vendor Response:**

- 5.37. To ensure that the successful Vendor meets all applicable sanitation, hygiene, and health standards, the Vendor shall submit its policies and procedures with the technical proposal and these policies must be approved by the Agency prior to implementation of said Contract.

**Vendor Response:**

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- 5.38. The Vendor shall provide telecommunication access to inmates at a cost comparable to rates in West Virginia. All monitoring and recording of inmate phone calls shall conform to W.Va. Code § 25-1-17. Vendor shall detail its current inmate telephone plan, including telephone provider, to include a list of minute rates and any other applicable fees.

**Vendor Response:**

- 5.39. The Vendor shall collect a medical co-payment charge from the inmates in accordance with applicable Agency policy and W.Va. Code § 25-1-8. Money received in connection with any medical co-payment plan shall be reported to the Contract Monitor monthly and shall be remitted back to the Agency on a quarterly basis.

**Vendor Response:**

- 5.40. The Vendor shall provide food service for all inmates in compliance with Agency policy, ACA Standards, and consistent with all state health and nutritional rules and regulations. At a minimum, the food service operation shall provide a meal schedule, including special diets meeting medical or religious requirements. Vendor shall detail its current food service operations, including menu and cycle, in the Vendor's technical proposal.

**Vendor Response:**

- 5.41. The Vendor will maintain inmate property in accordance with Agency policy. Inmate property lost or damaged when in control of the Vendor will remain the sole responsibility of the Vendor. Inmates may use the grievance process (Policy Directive 335.00) to seek reimbursement for any lost or damaged property. The Vendor agrees that it will be bound by the decision of the Commissioner or his/her designee under Policy Directive 335.00.

**Vendor Response:**

- 5.42. The Vendor shall provide full time inmate laundry services and inmate clothing in compliance with the ACA Standards and Agency Policy.

**Vendor Response:**



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- 5.43. The Vendor shall provide a commissary or commissary services for inmates that contain items similar to the Agency's facilities. The sale price paid by inmates shall be comparable to those set by the Agency. It shall be permissible to deny an inmate access to the commissary for disciplinary or medical reasons. Commissary items may be priced to cover the cost of inventory, commissary personnel, and commissary utilities. The Vendor will be responsible for remission of all sales taxes to the appropriate taxing authority and shall also obtain any necessary business licenses, permits, or approvals. The Vendor shall detail its current commissary operations, including a market basket with prices, in the Vendor's technical proposal.

**Vendor Response:**

- 5.44. The Vendor shall handle and provide delivery of inmate mail and correspondence in accordance with W.Va. Code § 25-1-18, applicable Agency policy, and federal law.

**Vendor Response:**

- 5.45. The Vendor shall provide facilities for religious services and access to religious programs in accordance with ACA standards and state and federal law.

**Vendor Response:**

- 5.46. Inmates will be afforded access to reasonable, impartial and non-discriminatory disciplinary procedures in compliance with applicable ACA standards, specifically utilizing Agency Policy Directive 325.00. The Vendor shall utilize a Correctional Hearing Officer employed by the Agency to conduct all disciplinary hearings. Video conferencing capabilities shall be made available by the Vendor for this purpose. All recommendations for good time lost by a Correctional Hearing Officer may be reviewed by the Contract Monitor, employed by the Agency. In any grievance or appeal process (either under Policy Directive 335.00 or 325.00) the Contract Monitor and/or the Vendor will respond at all levels below the Commissioner. The Vendor expressly agrees that it will be bound by all decisions of the Commissioner in appeals and grievances of inmates pursuant to said policies
- 5.46.1. The security level of the facilities will be sufficient to house inmates classified at levels IV and lower, including beds suitable for housing inmates found guilty of an institutional rule infraction by an Agency Correctional Hearing Officer and sanctioned with time in Segregation, under Agency Policy Directive 401.01. The Vendor shall provide security and control in accordance with ACA Standards and Agency policy.
- 5.46.2. Prior to occupancy by inmates, the Vendor shall provide a complete copy of its current operational manuals, including a security manual for approval by the Agency. The security manual will contain all procedures related to security and control and must address, at a

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minimum the following: physical plant inspections, inmate counts, weapons and chemical agent control, contraband, key control, tool and equipment control and emergency procedures. This manual shall be available to all staff and shall be reviewed at least annually and updated if needed. The Vendor shall notify the Agency in writing of desired changes in, or additions to, the Operational Plan with regard to the Operator's policies and procedures, emergency procedures/security manual, and post orders. The Agency will review the changes and return it to the Vendor within 30 days of receipt. No such changes shall be implemented prior to the Operator's receipt of written approval from the Agency, which approval shall not be unreasonably withheld. Non-compliance with the Operational Plan may be regarded as a breach of contract.

### Vendor Response:

- 5.46.3. All inmate program activities shall take place within the facilities or on facility grounds. No inmate shall leave the facilities except under security escort in accordance with Agency Policy and ACA Standards.

### Vendor Response:

- 5.46.4. The Vendor shall report all serious and unusual incidents to the Agency. Monday through Friday, 8:00 a.m. to 5:00 p.m., these incidents will be reported to the Agency's Contract Monitor. During holidays and all other days and times, these incidents will be reported to the Charleston Work Release Center. Serious incidents are defined as incidents having a negative impact upon the physical safety of any person or which impact adversely upon the immediate safe operation of the facilities. Unusual incidents are those, which although contained or presenting no immediate threat to the public, staff, or inmates, could initiate attention from the media or general public or require a response from the Commissioner or a member of the Agency management staff. Examples of serious and unusual incidents include, but are not limited to, the death or serious injury of any person, whether accidental or self-inflicted, to any person in relation to facility operations, suicide or attempted suicide, riot, hostage taking, escape or attempted escape, emergency counts, fire, interruption of public utility service, inmate work stoppage, employee work stoppage, hazardous material incident, natural disaster, battery by staff members or inmates, arrest of any inmate or employee, any and all sex acts, and occurrence of contagious diseases. The Vendor shall train its employees and respond to any incidents occurring within the facility. The Vendor will notify and report for investigation to the political subdivision's law enforcement agencies having jurisdiction in the event of any crime, serious or unusual incident, or emergency that requires law enforcement assistance or criminal investigation. The parties shall cooperate in such cases; however, the Vendor will be responsible for all such incidents or emergencies and should take appropriate steps to develop internal and

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inter-agency emergency response plans, in accordance with ACA and PREA, agreements, and related staff training

### Vendor Response:

- 5.47. The Vendor shall exercise its best efforts to prevent escapes from the facilities and shall provide escape response and prevention plans to the Agency for approval. Upon discovery of an unauthorized absence or escape, the Vendor shall immediately notify the local and state law enforcement agencies and the Agency. The Vendor shall be responsible for all expenses incurred by the Agency for returning inmates captured, including any overtime expenses for its staff or other agency staff. The Agency shall be responsible for returning escapees to West Virginia from other jurisdictions, but shall be reimbursed by the Vendor for any expenses associated with the escapee's return, including transportation and all other legal costs and expenses.

### Vendor Response:

- 5.48. The Vendor shall bear all costs of any escape or disturbance requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the Agency, and shall defend, indemnify, and hold harmless from any claims arising from the same.

### Vendor Response:

- 5.49. The Vendor will comply with state laws and federal laws regarding use of force. The Vendor will notify the Contract Monitor or designee by telephone immediately following all serious incidents consistent with Agency Policy. After business hours, all notices and reports will be transmitted to the Charleston Work Release Center and the Agency's Central Office. The Vendor shall detail, in its technical proposal, its use of force training requirements and procedures.

- 5.49.1. Reasonable force may be used as required and as authorized by federal and state law. All uses of force shall be documented in accordance with Agency policies and procedures, and the Vendor will provide a copy of all such documentation to the Contract Monitor.

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5.50. The Vendor shall provide a complete copy of its current operations manual to Agency.

### Vendor Response:

5.51. The Vendor shall provide physical space, furniture, equipment, and supervision for visitation, including attorney visitation, in accordance with Agency Policy and ACA Standards. Option video teleconferencing is allowed if supplied by Vendor.

### Vendor Response:

5.52. The Vendor shall provide inmates access to Court Systems by use of a legal materials reference center, persons trained in the law, or any combination thereof. If access is provided by use of a law library and law clerks, the requirements shall be consistent with Agency policy, ACA Standards and all other applicable state or federal law.

### Vendor Response:

5.53. The Agency shall provide the Vendor with essential data and information relating to sentence computations in accordance with West Virginia law, the inmates' judgment and sentence and the applicable Agency policy and procedures for inmates assigned to the facilities. The Vendor shall record and compute each inmate's time of confinement in accordance with such law and procedures, including, but not limited to, all statutory good time credits and discharge dates, and will forward such information to the Agency: Provided, that the final decisions with respect to sentence computation rests with the Agency. This is only an administrative responsibility, and the Agency will continue to have all legal responsibility for final determination of earned credits and discharge dates. Nothing herein will be construed to abrogate the duty of the Agency in this regard. The Agency will provide training to the Vendor in this function.

### Vendor Response:

5.54. The Vendor shall provide intake orientation and re-entry services in accordance with the Agency policy and ACA Standards. The Vendor shall adhere to the classification policy set forth in Agency Policy Directive 401.01 subject to the approval of the Contract Monitor and/or his/her designee.

5.54.1. The Vendor will maintain inmate records at their sole expense in accordance with applicable Agency record keeping practices and procedures and shall adhere to federal, state, and local laws governing confidentiality. Upon request, all records, reports, and

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documents will be made available immediately to the Contract Monitor for review. Upon termination of confinement of an inmate, the Vendor will preserve all inmate records consistent with Agency policy.

**5.54.2.** The Vendor will ensure a case manager/counselor maintains individual inmate files documenting each inmate's program goals, employment, earned credits, disciplinary records, programmatic involvement and any other significant events.

**5.54.3.** The Vendor shall report the daily midnight inmate count to the Central Office Movement Coordinator by 9:00 a.m. each working day. The Vendor shall report each Monday by 9:00 a.m. to the Contract Monitor a summary listing of inmates housed in restrictive housing to include: Inmate name, number, status, and date placed in restrictive housing. The Vendor will submit a monthly report by the 5<sup>th</sup> day of the month to the Contract Monitor which will include a narrative of facility highlights, serious incidents, and other significant issues.

### Vendor Response:

**5.55.** The Vendor, may allow inmates to engage in programs which have been approved by Agency. The type of work and wages or good time, if any, shall be approved by Agency.

### Vendor Response:

**5.56.** Inmate labor may be used within the facility to perform certain tasks related to food service, maintenance, laundry, and other tasks which do not compromise the safety of the public, staff or inmates, or institutional security. Wages shall be those established by Agency policy.

### Vendor Response:

**5.57.** At no time shall any inmate ever be placed in a position of authority over another inmate.

### Vendor Response:

**5.58.** Inmates will be compensated by the Vendor for work performed in accordance with applicable Agency policy. All funds received for or on account of inmates will be held and managed in accordance with W.Va. Code § 25-1-3a. The Vendor shall establish a mandatory interest bearing savings account for inmates required to have such an account pursuant to W.Va. Code § 25-1-3a(b).

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**Vendor Response:**

5.59. No inmate shall be permitted to work outside the secure perimeter of the facility.

**Vendor Response:**

5.60. The Vendor shall provide facilities, equipment, and supplies for indoor and outdoor recreational and leisure time programs in accordance with the Agency policy and ACA Standards.

**Vendor Response:**

5.61. The Vendor shall provide and manage a general library for the benefit of inmates in accordance with state law, Agency policy, and ACA Standards.

**Vendor Response:**

5.62. The Vendor will maintain an inmate trust fund in accordance with W.Va. Code § 25-1-3a and applicable Agency policy. All inmate earnings and personal receipts will be placed in a trust fund to be used solely by that inmate. General accepted accounting procedures will be followed in managing this account. All records will be made available to the Contract Monitor or the Division of Corrections' internal auditor or Director of Administration/designee upon request. Vendor will follow Agency policy 111.06 and W.Va. Code § 25-1-3c for mandatory deductions.

**Vendor Response:**

5.63. Vendor shall provide for hygiene needs of indigent inmates in accordance with Agency policy and ACA Standards.

**Vendor Response:**

5.64. Inmates may dispose of the products of their labor in accordance with state and federal law, Agency policy, and ACA Standards. If an inmate is permitted to sell any craft or product, all funds shall be handled in accordance with other requirements of this proposal.



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**Vendor Response:**

- 5.65. All inmates shall undergo routine, random, and suspect drug and alcohol testing at the expense of the Vendor. Testing shall be conducted according to Agency policy, and a summary of the results furnished to the Contract Monitor monthly. Suspect drug and alcohol testing shall be in addition to the random testing called for in Agency policy.

**Vendor Response:**

- 5.66. If the Vendor provides other services and programs, it shall comply with Agency policy, ACA Standards, and other state and federal law. Vendor shall, in its technical bid, detail all services and programs that are available to the inmates.

**Vendor Response:**

- 5.67. Vendor shall house male inmates in an all-male facility. Vendor shall house female inmates in an all-female facility.

**Vendor Response:**

- 5.68. The Vendor will immediately report the death of any inmate to the proper authorities, the Agency, and the appropriate medical examiner. The Vendor will complete any medical examination required by law or Agency policy; report immediately to the Agency the death of any inmate; furnish all information requested by the Agency and the proper authorities; the body, when released from authorities, shall be returned to the Agency; and the Vendor will notify the relatives of the deceased inmate, if any, as soon as practicable thereafter.
- 5.68.1. The provisions of this section will not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses therewith.
- 5.68.2. The Agency, at its expense, may obtain the deceased inmate for burial in accordance with Agency's policies and practices for burial and/or all matters incident thereto.
- 5.68.3. The Vendor will forward to the Agency a certified copy of the death certificate and the inmate's file and medical records.

**Vendor Response:**

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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.

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(Company)

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(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)

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**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.*

**The Cost Sheet will be issued under an Addendum.**

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 exceed 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**

West Virginia Division of Corrections and RFP # COR61659

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: \_\_\_\_\_