



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

Request for Quotation

RFQ NUMBER
ADJ07002

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN
304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

ADJUTANT GENERAL'S DEPARTMENT
 MOUNTAINEER CHALLENGE PROGRAM
 CAMP DAWSON
 240 ARMY ROAD
 KINGWOOD, WV
 26537
 304-341-6406

DATE PRINTED 05/24/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/28/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		952-18		
<p>FOOD SERVICE FOR WV MOUNTAINEER CHALLENGE ACADEMY</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA OFFICE OF THE ADJUTANT GENERAL'S MOUNTAINEER CHALLENGE ACADEMY (MCA), IS SOLICITING BIDS FROM ESTABLISHED & RESPONSIBLE VENDORS TO PROVIDE FOOD SERVICE AT THE MCA AT CAMP DAWSON, KINGWOOD, WV, PER THE ATTACHED SPECIFICATIONS, SCOPE OF WORK, BID REQUIREMENTS, AND TERMS & CONDITIONS.</p> <p>A MANDATORY ON-SITE PRE-BID CONFERENCE IS SCHEDULED FOR WEDNESDAY, JUNE 14, 2006, AT 10:00 AM IN THE DINING HALL OF MCA BLDG 244. PLEASE CONTACT THE MCA AT 304.329.2118 FOR DIRECTIONS. FAILURE TO ATTEND THIS MANDATORY PRE-BID MEETING WILL RESULT IN THE DISQUALIFICATION OF ANY SUBMITTED BID PROPOSAL FROM ANY VENDOR NOT IN ATTENDANCE.</p> <p>VARIOUS FORMS AND CHECKLISTS WILL BE DISTRIBUTED AT THE PRE-BID MEETING AND INCORPORATED INTO THIS REQUEST FOR QUOTATION BY ADDENDUM.</p> <p>BID FORM AND ADDITIONAL REQUIREMENTS ARE ATTACHED AT THE BACK OF THE AGENCY SPECIFICATIONS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

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

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
Bid Observer
Building 1 Room W114
1900 Kanawha Boulevard, East
Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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<p>NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p>						

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<p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001 VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

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

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<p>MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING</p>						

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<p>CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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	SEALED BID					
	BUYER:			CB-23		
	RFQ. NO.:			ADJ07002		
	BID OPENING DATE:			06/28/2006		
	BID OPENING TIME:			1:30 PM		
<p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						
<p>***** THIS IS THE END OF RFQ ADJ07002 ***** TOTAL:</p>						_____

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FOOD SERVICES
For Mountaineer Challenge Academy
Camp Dawson- Kingwood, WV

ADJ07002
Bid Opening
June 28, 2006

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MEMORANDUM TO WV PURCHASING DIVISION

SUBJECT: Notice Inviting Sealed Bids

1 INTRODUCTION

1.1. The **Mountaineer Challenge Academy (MCA, the Academy)** accepts volunteer at-risk teens to attend a 22-week residential program focused on helping them become contributing members of society. West Virginia teens between the ages of 16 and 18 work toward obtaining their GED and making behavior changes to better prepare them for the future. This structured program has a quasi-military atmosphere but is not intended to be a "boot camp". Teens cannot attend the Academy as an alternate placement or jail. Home-style, made-from-scratch food is required. The Academy will not accept "heat and eat" foods. Wholesome, attractive and tasty meals help the Cadets adjust to the program, reduce the stress of being away from home, and is therefore vital to the program's success. The **Academy** is sponsored by the West Virginia National Guard (WVNG) and is located at Camp Dawson near Kingwood, WV.

2 SCOPE OF WORK

2.1. The Contractor shall furnish all labor, food, materials and supplies necessary to provide food service operations to the **Mountaineer Challenge Academy**. The **Academy** operates a closed campus. Therefore, the Dining Facility is open to the enrolled teens, **Academy** staff and their guests, but not open to the public. The Contractor shall have been in the business of food preparation for a minimum of two years providing full service food operations to similar organizations (i.e., schools, colleges, residential homes, etc). Contractor's personnel policies shall be consistent with federal and state laws. Unless specified otherwise, the Contractor shall furnish all items necessary to coordinate in the delivery, setup, and service of meals and clean up of the Dining Facility. The **Mountaineer Challenge Academy** shall provide the kitchen, kitchen equipment, utilities, storage area and dining area for use by the Contractor. At the expiration of the contract agreement, the Contractor shall surrender the facilities and equipment to the **Academy** in good working condition. Industry standards for this contract include:

- A. U.S. Department of Health and Human Services, Food and Drug Administration 1999 Food Code*, which has been adopted by the West Virginia Bureau of Public Health as the standard for state and local health departments. (*WV Bureau of Public Health anticipates the adoption of the 2005 Food Code, which includes Hazard Analysis Critical Control Point [HACCP] directives, during the time frame of this contract.)
- B. U.S. Army Food Program (AR 30-22, May 10, 2005) and the West Virginia National Guard.

- C. All employees of the Contractor assigned to the **MCA** shall score 90 or higher on the Food Service Worker examination and have a current Food Handler's Card pursuant to WV Code 64-7-17.4.

3 CHILD NUTRITION PROGRAM COMPLIANCE

The contract shall address the requirements for acceptance into and compliance with the United States Department of Agriculture (USDA) sponsored Child Nutrition Programs. The West Virginia State Department of Education operates USDA Child Nutrition Programs. Enrollment in the Child Nutrition Program requires the Vendor to have a Hazard Analysis and Critical Control Point Plan. The USDA "Food Service Management Company Contract Checklist", one requirement for the program, addresses many contract issues. (The **MCA** has more stringent feeding requirements than those required by the USDA. Those issues shall be addressed later in this document. However, no contract can include terms less stringent than those of the USDA Checklist.) USDA Checklist requirements are listed below in sections 3A, B, C, D, E, F, and G.

- A. The following contract terms shall not be included:
1. Cost plus a percentage of cost to be paid to the Contractor
 2. Cost plus a percentage of income to be paid to the Contractor
 3. Permitting all receipts and expenses to accrue to the Contractor
 4. Setting meal prices by the Contractor
 5. Permitting the Contractor to subcontract USDA donated foods for further processing
 6. Limiting the selection of vendors to only Contractor-approved vendors if the **Academy** does the purchasing
 7. Fee structures that allow the Contractor to charge for the same costs under different fee or expense categories
 8. Providing a la carte service only without also providing free and reduced price meals
 9. Guaranteed returns less frequent than on a yearly basis
 10. Automatic renewal of the contract
 11. Contract effective prior to date signed
 12. Repayment for equipment over a period in excess of one year that would require full payment if the contract were not renewed (an acceleration clause)
 13. Interest payments to the Contractor *
 14. The payment of late fees with School Food Service funds.
 15. Delegating to the Contractor responsibility for determining free and reduced price applications and conducting verification
 16. An entity that develops specifications, IFBs, RFPs, or contracts may not compete for that procurement.

*Except for those instances included under West Virginia State Code 14-3-1.

B. All contracts shall contain in some form the following provisions, which recognize the responsibilities of the **Mountaineer Challenge Academy** in the Child Nutrition Program and shall not be delegated to the Contractor:

17. Signature authority on the **MCA**-USDA agreement, the application to participate in the National School Lunch Program and School Breakfast Program (NSLP/SBP), the free and reduced price policy statement, and the monthly claim for reimbursement shall be the **MCA**.
18. Development, distribution, and collection of the parent letter and application for free and reduced price meals, if applicable, shall be the responsibility of the **MCA**
19. Determination of eligibility for free and reduced price meals and the conduct of any hearings related to such determinations, if applicable, shall be the responsibility of the **MCA**
20. Verification of applications for free and reduced price meals, if applicable, shall be the responsibility of the **MCA**
21. Control of the school food service account and overall financial responsibility for the school meal programs shall be the responsibility of the **MCA**
22. Establishment of all program and non-program meal and a la carte prices shall be the responsibility of **MCA**
23. Title to USDA-donated foods shall be the responsibility of the **MCA**
24. Development of the 21-day cycle menu for the contract proposal as well as changes to the 21-day cycle menu after the first 21 days of meal service shall be the responsibility of the **MCA**
25. Monitoring responsibilities under Child Nutrition Program regulations (210.8[a]) shall be the responsibility of the **MCA**
26. Establishment and maintenance of an Advisory Board composed of parents; teachers and students to assist in menu planning shall be the responsibility of the **MCA**.
27. Maintenance of applicable health certifications and assurance that the Contractor preparing or serving meals at the **MCA** facility is meeting all State and local regulations shall be the responsibility of the **MCA**
28. Assurance that the maximum amount of USDA-donated foods are received and utilized by the Contractor and accrue only to the benefit of the **MCA's** non-profit school food service
29. Control of the quality, extent and general nature of its food service shall be the responsibility of the **MCA**
30. Responsibility for all contractual agreements entered into in connection with the school meal programs shall be the responsibility of the **MCA**
31. Responsibility for ensuring resolution of program review and audit findings shall be the responsibility of the **MCA**

C. All contracts shall expressly state the following:

32. Contractor shall maintain all records (vendors' billing receipts, donated food receipts, guest meal records, etc.) necessary to support the **MCA** claims.
33. Contractor shall report all records to the **MCA** at least monthly.
34. Contractor shall maintain all records pertaining to the receipt, usage, and inventory of USDA-donated foods.
35. All records pertaining to USDA-donated foods shall be available for a period of 3 years or as long as required to resolve open audits
36. Contractor shall have State or local health certification for a facility outside the school where the meals are prepared
37. No payment shall be made for meals that are spoiled or unwholesome at time of delivery, that do not meet the detailed specifications of the reimbursable lunch, or that otherwise do not meet the requirements of the contract
38. USDA commodities made available to the Contractor shall accrue only to the benefit of the **MCA** feeding operation
39. The duration of existing contracts shall not exceed one year, with a maximum of two one-year renewals.
40. The contract shall have a provision to allow for a 30-day notice of cancellation for cause
41. A system for contract administration shall be maintained by the **MCA** to ensure Contractor compliance with contract terms
42. The Contractor shall comply with the State's plan issued in compliance with the Energy Policy and Conservation Act.
43. The Contractor shall maintain daily menus and production records for food items that are part of the reimbursable meal.
44. Cost-reimbursable contracts shall specify the method of crediting all rebates and discounts to the **Mountaineer Challenge Academy**.
45. Firm-fixed price contracts shall specify the method for crediting the value of donated commodities to the **Mountaineer Challenge Academy**.

D. All contracts over \$2,500 shall include the following provisions for compliance with Sections 103 and 107 of the Contract Work Hours Act:

46. All wages shall be computed on the basis of a standard 8-hour day or 40-hour workweek
47. Work in excess of the standard work day or week shall be compensated at not less than 1 ½ times the basic rate of pay

- E. All contracts over \$10,000 shall include:
48. Provisions for termination by the **Mountaineer Challenge Academy** including the manner by which it will be effected and basis for settlement. In addition, the contract shall describe conditions under which the contract may be terminated for default and because of circumstances beyond the control of the **Mountaineer Challenge Academy**.
 49. A provision for requiring compliance with E.E.O. 11246 and 11375 (Equal Employment Opportunity).
 50. Provisions to allow for administrative, contractual, or legal remedies for violations of terms and provide for sanctions or penalties as appropriate.
 51. The **Mountaineer Challenge Academy**, USDA, State distributing agency, and Comptroller General shall have access to all records directly pertinent to programs.
- F. All contracts of \$100,000 or more, and for each renewal thereof shall include:
52. The contractor shall complete a Certification Regarding Debarment/Suspension form and a Non-Collusion Affidavit. Include a copy of each with the USDA Food Service Management Company Contract Checklist and the contract/renewal.
- G. All contracts of \$100,000 shall include:
53. A provision requiring compliance with Sections 306 and 508 of the Clean Air Act, E.E.O. 11738, and Environmental Protection Agency regulations.
 54. The contractor shall complete the Certification Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities form. Please include copy of the certification and, if applicable, the disclosure form with the USDA Food Service Management Company Contract Checklist and the contract or renewal.

4 SCHEDULES

4.1. The **Academy** enrolls two classes per year for training, one beginning mid-January and one beginning mid-July. Three nutritious meals shall be served per day during the training cycle. Based on prior class enrollment averages, approximately 125-175 Cadets are enrolled during the first two weeks of a new class and approximately 60-100 Cadets during the remaining 20 weeks of the course. Five to fifteen staff members may also be provided meals with the Cadets while supervising Cadets during the first two weeks referred to as Pre-Challenge. Training Weeks 3 – 22, the Academy pays only for those staff members assigned to supervise the Cadets who actually eat in the Dining Facility. Other staff members may purchase meal tickets for individual meals from the vendor at prices set by the Academy. Prior notice in the headcount shall be

given when special guests are on site and will be dining with the **Academy**. The Master Training Schedule with special events such as class trips and service to community projects are available on the Local Area Network (LAN), which accessible to the Dining Facility Manager as these events affect the Dining Facility.

4.2 The Contractor shall have staff on-site one week prior to the beginning of each cycle to complete staff training, detailed cleaning, ordering, and all necessary preparations. The Contractor shall have staff on-site one week after the end of each cycle to complete necessary requirements. The Contractor shall have 48 weeks of work each year.

4.3. Weekly Training Schedules shall be published by the **Academy** at least two weeks in advance and provided to the Dining Facility Manager. Detailed Weekly Training Schedules and the Master Training Schedule are available to the Dining Facility Manager on the Academy LAN. In the event that established meal times cannot be maintained by the Academy, notice will be given immediately to the Dining Facility Manager. When changes are required for the scheduled meal times by the contractor, notice must be given to Academy Headquarters at Bldg 305 and the MCA Cadre Staff as soon as possible. Such changes could be caused by equipment failure or utility outages. Activities that require schedule changes and/or the support of the food service Contractor shall be reflected on the training schedule and discussed with the Dining Facility Manager. Examples of such changes include but are not limited to ChalleNGe Invitational Events, Field Training Exercise (camping), Cadet Leave/Cadet Return days, Community Service Projects, GED testing, and field trips.

4.4. For events held away from the **MCA** campus, the **MCA** reserves the right to plan, bid and award a separate catering contract for each event. During times when the **MCA** Staff and Cadets are participating in off-site training or during scheduled leave, the Contractor may not be required to prepare meals. Feeding requirements shall be outlined in the Weekly Training Schedule.

4.5 The Contractor shall be able to accommodate occasional dining schedule adjustments. In all cases when possible, special requirements will be reflected on the training schedule and shall be requested in advance. Immediate notification will be given as soon as the **MCA** becomes aware of a change to normal operating procedure. Examples include, but are not limited to:

- A. Late arrivals for meals outside of the control of the **MCA**: medical appointment, emergency room visit, or vehicle break down while away from the **Academy**
- B. "To go" meal packaging. (I.e. Cadets on designated bed rest by the medical staff, off site activities, staff purchasing meals to go)
- C. Field dining requirements for Field Training Exercises (FTX) or scheduled cookout/picnic meals
- D. Special dietary modifications with medical documentation – clear liquid diet, bland diet, diabetic diagnosis, etc.

5. MENUS

5.1 All meal menus shall be in accordance with the recommendations of the USDA Child Nutrition Programs (CNP), the U.S. Army Food Program, USDA – My Pyramid, and follow standardized recipes. Proper nutritional guidelines shall be followed to meet the appropriate caloric requirements (3200 calories per day) and nutritional content for the developmental state and physical activity level of the Cadets. Nutritional requirements for a physically demanding military program such as the **MCA** are given in the U.S. Army Food Program and are followed by the National Guard. These guidelines require a greater caloric intake other than those in the CNP. Both are based on the sound dietary principles outlined in the Food Pyramid of 2005, (My Pyramid). **Academy** menus reflect the additional feeding requirements. Dining Facility servings must reflect the additional feeding requirements. (Individual protein servings are larger. More fruits and vegetables each day than are the minimum in the Child Nutrition Program.)

5.2 Menus shall be provided by the **Academy** at least two weeks prior to use. The Deputy Director of the **MCA** shall approve menu changes. The Deputy Director will work with the Contractor to develop menus. After menus have been designated, the only reason for change will be vendor availability. The Contractor will post menus prominently in the **MCA** kitchen, Dining Room, and Headquarters. As no other dining options are available for the Cadets while enrolled in the **Academy**, the **MCA** uses a 42-day rotating menu to provide more variety. Menus for Field Training Exercises and bag lunches are designated by the **MCA**.

5.3 The **Academy** wants the dining experience to not only be a pleasurable part of each day but an educational one as well. Menus shall reflect proper nutrition and cultural diversity. Culturally and ethnically diverse items have been included that offer non-traditional Appalachian fare: fajitas, grits, stir-fry, venison, etc. (Nutrition and Cultural Diversity are part of the **MCA** curriculum.) In addition, the Contractor shall support a “Heart Healthy” feeding plan by purchasing low-fat, low-sodium, whole grain items and limiting the number of fried, breaded, canned and creamed preparations.

5.4 General menu specifications shall provide a variety of items. Items may be included on a rotational format. Specified items shall be included, but food group guidelines are to follow:

A. Grains –

- a. Minimum servings per day: 8 – 10 ounces.
- b. 70% of all grains served daily must be whole grain. (To count as a whole grain serving, 50% of the serving, mix or product must be whole-grain. To count as a whole grain, the first ingredient on the package label's content list must be a whole grain.)
- c. Grains include breads such as multi-grain, whole, wheat, oatmeal, white, rye, French, pumpernickel, Jewish rye, buttermilk biscuits, corn bread, muffins (oat, bran, blueberry, etc.) zucchini bread, banana nut bread, dinner rolls, and low calorie (diet) breads. At least five breads weekly shall be “made-from-scratch” and baked on site.

- d. Grains include noodles, pasta, crackers, pretzels, etc. and can include grain-based desserts such as oatmeal cookies, brownies, snack bars, etc.
- e. Grains include cereals: (no instant) hot cereals such as oatmeal, cream of wheat, grits, and rice. Only whole grain cold cereals such as shredded wheat, oat O's, etc. will be offered and no pre-sweetened varieties.

B. Vegetables –

- a. Minimum servings per day of vegetables: 3 –4 cups
- b. To obtain the most nutritional value, first choice is to serve raw or cooked from fresh status. Second choice is to prepare frozen or dried. To reduce the sodium consumption, canned vegetables are to be kept to no more than 30% of the weekly vegetables used.
- c. Weekly servings of vegetables will included:
 - i. Dark green – 3 cups
 - ii. Orange – 2 ½ cups
 - iii. Dry beans and peas – 3 ½ cups
 - iv. Starchy – 9 cups
 - v. Other – 10 cups
- d. Vegetables include but are not limited to such as lettuce, romaine, spinach, kale, collard greens, turnip greens, cabbages, Swiss chard, Brussels sprouts, acorn squash, sweet potatoes, carrots, kidney beans, peas, lentils, black-eyed peas, lima beans, navy beans, black beans, pinto beans, butter beans, asparagus, broccoli, corn on the cob, green lima beans, green beans, sugar snap peas, yellow wax beans, squashes, eggplant, leeks, tomatoes, cauliflower, peppers, etc.

C. Fruits –

- a. Minimum daily serving will be 2 – 2 ½ cups
- b. To obtain the best nutritional value, fresh fruit is the top choice followed by frozen, and then canned in juice with no artificial sweetener or additional sugar.
- c. A variety (2 or more) of fresh fruit will be available on the salad bar at each meal. It is not acceptable to offer only apples and bananas. The variety must rotate with season availability. If cost considerations arise, the fruit may be served from the line to control serving size. Example: red raspberries with angle food cake, strawberries, avocados, etc.
- d. Fruits include but are not limited to apples; avocados, grapefruits, oranges, lemons, strawberries, blackberries, blueberries, raspberries, cherries, cantaloupes, honeydew melons watermelons, dates, figs, grapes, peaches, pears, plums, prunes, nectarines, tangerines, nectarines and apricots.

D. Milk –

- a. Minimum daily serving of milk and dairy - 3 cups
- b. Dairy products will be low fat or fat-free.

- c. Equal quantities of skim and 2% milk will be purchased and offered to Cadets. Chocolate milk (1% low fat chocolate only) shall be available for lunch only. No whole milk will be offered.
 - d. A variety of cheeses are to be used including but not limited to American, cheddar, sharp, goat milk, Swiss, feta, Colby, etc.
 - e. Yogurt is to be served in 8oz, one cup, servings with no more than 110 calories per serving.
 - f. Milk/Dairy includes but is not limited to milk, yogurts, and cheeses.
- E. Meats and Beans –
- a. Minimum daily requirement for protein – 7 ounces
 - b. Serving size of meat at MCA will be 6 ounces for individual lean servings such as chicken breast, steak, burgers, or fish fillets. Processed meats, which are high in fat and sodium such as bacon or cold cuts, will be limited to 4-ounce servings. Meats served as part of an entrée such as potpie, chili, shepherd's pie, or stew must include 4 ounces.
 - c. Protein will be offered at each meal with the focus on a variety of lean selections.
 - d. Proteins include but are not limited to:
 - i. Pork -ham, pork roast, pork chops, liver
 - ii. Beef - hamburger, roast beef, steak, liver
 - iii. Poultry – chicken and turkey
 - iv. Fish – tuna, cod, trout, salmon, seafood
 - v. Mutton – lamb chops, stew meat
 - vi. Dried beans and peas
 - vii. Eggs
 - viii. Nuts and seeds
 - e. To reduce fat and sodium, restrictions are given for proteins that are typically high in fat and sodium. The number of processed meats such as cold cuts, hot dogs, bacon and sausage will be low fat and low-sodium only. Canned beans are not to be utilized in place of those that can be prepared from dry. The number of processed, canned and fried varieties of meat/proteins will be limited.
- F. Salad bars –
- a. Meat/ protein items such as tuna, ham, chicken, cottage cheese, cheese, peanut butter, chopped egg, pickled eggs
 - b. Raw vegetables such as snow peas, carrots, celery, tomatoes, cucumbers, onions, broccoli, jicama
 - c. Low sodium canned vegetables such as chick peas, kidney beans, beets
 - d. Fresh fruit such as melon, bananas, kiwi, pears, mixed fruit salads
 - e. At least four kinds of salad dressings including low calorie and oil & vinegar.
- G. Condiments –
- a. Catsup, mayonnaise, mustard, horseradish, and others automatically served with some dishes (i.e., applesauce with pork,

- cranberry sauce with turkey, tartar sauce and lemon slices with fish, vinegar with greens, mint jelly with lamb, salsa with Tex-Mex, etc.)
 - b. Standard items that accompany a meal: butter, jelly, etc.
 - c. Condiments shall be available from the salad bar area and kept in adequate amounts for all diners during the meal.
 - d. No sugar or sugar substitute is provided with morning cereal.
- H. Drinks –
- a. No soft drinks or soda pop will be served.
 - b. Ice should be available for water and cold drinks.
 - c. Hot coffee or hot tea shall not be served to the Cadets. All iced tea shall be decaffeinated.
 - d. Drinks will be limited in sugar, low-calorie, low fat and have no artificial color or food dye. With the exception of breakfast juice, no drink will have more than 50 calories, the equivalent of two teaspoons or sugar or less.
 - e. 100% fruit juice must be served for breakfast.
 - f. Milk and water will be available at all meals.
- I. Fats, sugar and sodium –
- a. Reduce the amount of transfats by using only plant oils. Acceptable oils in rank order: olive or canola for general cooking, peanut for browning or frying
 - b. Limited butter but no margarine
 - c. Reduce the use of canned products
 - d. Reduce the use of pre-prepared food items

6 FOOD PROCUREMENT

6.1 The Contractor will “Buy American” to the maximum extent practicable in order to meet the requirements outlined in the 1998 Child Nutrition Reauthorization Act. This includes domestic commodities and products. However, the Contractor shall be flexible when purchasing food products in order to guarantee the best quality. Contractor will monitor deliveries for sanitation and temperature control, which is an issue of Hazard Analysis and Critical Control Points (HACCP). The Contract will keep repackaging of bulk food to avoid contamination to a minimum. The Contractor shall consider the **Academy's** wishes regarding brand preference.

6.2 The Contractor shall maintain strict standards of documentation during the contract for all business transactions. Records shall be maintained for the purchase, receipt, storage and inventory of all foods, supplies and services.

6.3. The Contractor shall pay for all food and direct supplies related to food production, service, and management applicable to this contract. The Contractor shall provide a copy of all receipts monthly. The **Academy** shall have free access to any and all records of receipts, production sheets, product specifications and quantity of foods issued to determine compliance with contract specifications.

6.4 The following minimum food specifications are established and shall be maintained:

- A. Meat: beef, veal, pork, lamb, poultry: USDA choice, prime or #1
- B. Ground beef is not to exceed 20% fat
- C. Egg and dairy products: USDA Grade A
- D. Frozen Foods: USDA Grade A Fancy
- E. Fresh Produce: USDA #1 Quality
- F. Canned Goods: USDA Grade A Fancy

7 FOOD PREPARATION

7.1. The Contractor shall have and utilize a standard recipe service. Cooks and bakers will be required to follow standardized recipes for all production items. The goal is for every meal to be flavorful, tasty and appealing. The **Academy** does not want the dining facility to be "heat and eat". The Academy's preference is for dishes to be made from scratch.

7.2. Progressive cooking shall be the normal method of operation, staggering hot items: entrees and vegetables so that relatively small amounts become ready for serving at progressive periods during the meal.

7.3. All foods served shall be wholesome and free from spoilage. All foods to be served fresh or raw must be washed and cleaned on-site. Uncooked items such as fresh fruits shall be clean, free of blemishes, and 100% edible.

8 SERVING FOOD

8.1 All food shall be handled in accordance with the US Department of Health and Human Services, Food and Drug Administration 1999 Food Code. Serving lines are to be well supplied with personnel and menu items throughout the entire serving period including the salad bar. The last customer is to be offered the same range of choices as the first customer. Serving sizes are to be consistent for all diners: Cadets, staff, guests, etc.

8.2 Food shall be prepared and cooked the day it is served. Food will be prepared as close to the meal-serving period as time will permit but is not to be completed and held more than 30 minutes prior to the designated mealtime.

8.3 Foods shall be maintained on the serving line at the proper temperatures following the Critical Control Points for temperature indicated by the USDA on standard recipes. Hot food shall be served hot and cold food shall be served cold. Progressive cooking shall be the normal method of operation, staggering the hot menu items so that they are freshly prepared for consumption and not overcooked. Food will be available for a minimum of one hour – the dining hour designated for each meal on the training schedule.

8.4 Food shall be presented in an appetizing manner. When served, all foods shall be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry, or tender, as appropriate.

8.5 Leftover foods shall be kept to a minimum, properly stored, refrigerated and served within 24 hours. Leftover foods must be handled in accordance with the Critical Control Points. Leftover food may only appear as an extra item and shall be disposed of after the 24-hour period.

9 DINING FACILITY

9.1 The Contractor shall use all equipment and utilities available in the Dining Facility. All equipment shall be maintained by the Contractor in good working order and operated within specifications. The Contractor shall be required to keep food service facilities and equipment in proper condition. The Contractor shall maintain current records of equipment in use. A complete equipment inventory listing for the Dining Facility shall be submitted to the Contractor at the award date of the contract. The Contractor shall maintain a current inventory of equipment. Equipment owned by the West Virginia National Guard (WVNG) or **MCA** shall not be removed from the premises for any purpose without prior approval of the **Academy**.

9.2 Any damages to utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the **MCA's** satisfaction at the Contractor's expense. Report of damages shall be made immediately to the **Academy** Headquarters for initiation of a Work Order. The Contractor shall replace all loss and breakage as needed or at minimum every six months due to the negligence of the Contractor's employees.

9.3. Sanitary food storage areas shall be provided to protect food from spoilage and theft. Provisions shall be made for both dry and refrigerated storage. Use of the dining room for food storage must be kept to a minimum. Keep food items out of reach of Cadets.

9.4. The **MCA** reserves the right to use the dining area of the facility as a large meeting area for classes and activities as needed. **MCA** will notify the Dining Facility Manager when space is needed. The Contractor shall leave all areas under its assigned control in a clean and ready-to-use condition when the kitchen and Dining Facility are closed for meals in accordance with **Academy** schedules. Those areas shall be openly accessible to personnel designated by the **Academy**.

10 BUILDING MAINTENANCE

10.1 **MCA** shall be responsible for structural building maintenance to include cleaning and/or painting of perimeter walls, as well as maintenance of light fixtures and connections for electricity, water and sewage. **MCA** shall be responsible for maintenance of the automatic fire extinguisher system in the food preparation area. **MCA** shall provide trash and garbage removal from the dumpster site. **MCA** shall provide pumping of grease sumps. All utilities (electricity, hot and cold water, steam,

air conditioning, etc.) necessary for food service operation shall be provided by the **MCA**. The **Academy** shall not guarantee an uninterrupted supply of water, steam, electricity, air conditioning, etc. but shall be diligent in restoring service following an interruption. It is understood and agreed that the **MCA**, its agents, and employees shall not be liable to the Contractor due to an interruption or cessation of said heat, air conditioning and/or utility services or acts of God.

10.2. The Contractor shall be responsible for and bear the cost of cleaning all areas under its control including storage, production, serving, and miscellaneous areas such as hallways, loading docks, stairways, and restrooms. This cleaning shall include equipment, floors, walls, and inside of windows. The Contractor shall be responsible for cleaning all furniture and equipment in the dining area except outside windows, ceilings and draperies. The Contractor shall be responsible for daily spot cleaning of windows and glass doors, interior and exterior, so as to remove gross foreign matter. The Contractor shall also be responsible for emptying trash receptacles daily and tasks such as sweeping and removal of dirt from entranceways and steps.

11 SUPPLIES

11.1. The Contractor shall provide adequate levels of expendable items to maintain a sanitary and properly maintained facility. Such items include, but are not limited to: "to go" containers for meals and "bag lunches", pot holders, smocks, aprons, uniforms, paper products (paper towels, toilet paper, etc.), and cleaning supplies (dish detergent, scouring pads, disinfectant, hand soap, bleach, etc).

12 INSPECTIONS / AUDITS

12.1. It is the responsibility of the Contractor to visit and periodically inspect the food service area, operation and business records. In addition, the Contractor shall immediately notify the **MCA** of any scheduled or unscheduled inspections made by the State or local Health Department, WVNG, or any agency involved with the Child Nutrition Programs. These inspections or audits shall be coordinated with the Deputy Director of the **MCA**. A copy of all inspection reports or audit findings shall be provided to the **Academy**.

12.2. The **Academy** reserves the right to have a designated representative inspect and evaluate the operation and condition of the food service facilities at any time. The **Academy** reserves the right to make reasonable regulations with respect to these matters. The Contractor shall comply with these regulations and all federal and state requirements related to this contract. Inspections and audits may review:

- A. Financial documentation
- B. Inventory records
- C. Menus and production records
- D. Commodity controls
- E. Quantity and quality of food
- F. Health and safety regulations
- G. Facilities and equipment

H. Staffing issues

13 SANITATION

13.1 The utmost importance is placed on proper sanitation standards. The Contractor shall submit a well-defined on-going plan for sanitation in all areas of operation. The Contractor shall develop, implement and keep updated the cleaning and sanitation schedule for all equipment under his control. The schedule shall be submitted to the **Academy** for review and approval. This schedule shall be posted and implemented thirty days after the effective date of the contract.

13.2. The Contractor shall examine daily all physical facilities to ensure that they are meeting the standards of cleanliness in areas under its control:

- A. The kitchen shall be immaculate. The floors shall be kept clean and free of debris at all times. The floors shall be cleaned by wet mopping daily. There shall be no debris, such as cardboard boxes, towels, books, etc. lying on top of refrigerators, range shelves or dish tables.
- B. There shall be no trash within the Dining Facility. All trashcans shall be lined with plastic liners, not overflowing, and shall have covers on them. The Contractor shall be responsible for the removal of trash and garbage to the outside containers.
- C. An adequate supply of cleaning utensils and supplies shall be available at all times.
- D. The dish room and pot/pan room shall be clean and sanitized, with no excess water spills on the floor.
- E. The rest rooms in the Dining Hall will be kept in immaculate condition with documented inspections and daily cleaning.
- F. The receiving area will be maintained in a sanitary manner.
- G. Walls, ceilings, windows, ducts, fan blades, and screens shall be kept clean and free from dirt, dust and grease.
- H. Steam tables, coffee urns, griddles, condiment containers and tables, etc. shall be kept clean
- I. Kitchen tables, meat grinders, knives, etc. shall be cleaned and sanitized after each use.
- J. Dining room tables, beverage counters and salad bars shall be constantly wiped and kept in spotless condition throughout each meal.
- K. Cooking surfaces of grills, griddles, and similar cooking devices shall be cleaned after each use.
- L. The Contractor shall be responsible for wiping down and sanitizing eating tables, and chairs, cleaning all tables, and emptying all trash containers during times of operation for the facility.
- M. The Contractor shall be responsible for the cleanliness of the automatic fire extinguisher system in the food preparation area.
- N. The Contractor shall be responsible for keeping the kitchen ranges, ventilating motors, ventilation ducts and hoods, filters, cooling coils and refrigerator motors free of grease and dust accumulations.

- O. No cooking grease, oils or fats shall be disposed of in the sanitary sewer system. These shall be placed in the garbage dumpster.

14 PERSONNEL

14.1 The Contractor shall be a full service operations provider with an adequate staff of employees on duty for efficient operation. The Contractor shall provide a staffing schedule monthly to the **Academy** for the Dining Hall for routine hours of operation prior the beginning of each month. The Contractor shall provide an adequate staff of employees for efficient on-duty operation and provide the following:

- A. Purchasing resources
- B. Accounting services
- C. Professional training for all employees of the food service department
- D. Consulting
- E. Dietician services
- F. Supervision

14.2 The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity. Employees are to be service oriented, pleasant, polite and understanding of the needs of staff, cadets, and guests. The Contractor shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. Contractor employees assigned to this contract shall be physically able to perform all duties, functions and activities, not having consumed any alcoholic beverages or other types of intoxicants or drugs. The **MCA** may require any person be excluded from the contract that is deemed to be untrained, careless, insubordinate or incompatible with the **MCA's** school environment including use of alcohol, tobacco, and drugs.

The employees of the contractor assigned to duty at Camp Dawson will be subject to a criminal background check conducted by the West Virginia State Police and provided for by the Mountaineer Challenge Academy and the Adjutant Generals' Office. MCA will be the sole recipient of these background checks and will be responsible for the evaluation and archival of the reports.

14.3 The Contractor shall have on staff and on-site a professional Dining Facility Manager to ensure contract compliance.

14.4. The Contractor shall provide a sample of its employee training material. All employees shall be instructed in the following areas:

- A. Food preparation methods and proper timing
- B. Pan types and sizes
- C. Uniform dress requirements
- D. Personal hygiene requirements
- E. "Clean as you go" cleaning procedures for the facilities
- F. Cleaning procedures for equipment and equipment care
- G. Responsibilities and duties assigned to employee

- H. Energy conservation.
- I. Safety procedures

14.5 The employees of the Contractor assigned to duty at Camp Dawson shall submit to annual health examinations. The Contractor shall submit satisfactory evidence of compliance with this and all health regulations prior the start date of this contract and prior to the start date of any new employee. The Contractor shall submit satisfactory evidence of compliance with this and all health regulations by October 1 of each year of the contract. The cost of such examinations shall be the responsibility of the contractor or employee.

14.7 All employees must wear uniforms approved by MCA.

14.8 The Contractor shall visually examine all food handlers daily to ensure that they are following established hygiene practices in the handling of food. Those items for consideration include but are not limited to:

- A. Bathing daily
- B. Wearing clean clothing (uniforms)
- C. Keeping fingernails short and clean
- D. Using hair restraints (nets, caps and lacquer spray when hair is longer than six (6) inches [applies to both male and female employees])
- E. Removing all jewelry, except a plain wedding band, during the preparation and serving of food.
- F. Proper hand washing techniques
- G. Reporting diagnosis or past illness, symptoms of infectious diseases or high-risk conditions to the Dining Facility Manager and the **Academy**.

15 COMPLAINTS

15.1. The Contractor shall have the responsibility to resolve complaints of the consumer, the **Academy**. Consumer complaints will be communicated by the **MCA** Deputy Director to the Contractor through the Dining Facility Manager.

16 INSURANCE

16.1 By signing and submitting a proposal under this solicitation, the Contractor certifies the following insurance coverage shall be in place at the time the contract is awarded and shall remain for the duration of the contract.

- A. Worker's compensation - statutory requirements and benefits.
- B. Employer's liability - \$250,000
- C. Commercial general liability - \$500,000 combined single limit. The State of West Virginia is to be named as an additional insured with respect to the services being procured. This coverage is to include premises/operations liability, products and completed operations coverage, independent contractor's liability, owner's and contractor's protective liability and personal injury liability.

D. Automobile liability - \$500,000.

16.2 The Contractor further certifies that he and any subcontractors shall maintain this insurance coverage during the entire term of the contract and that all insurance companies are authorized to sell insurance in West Virginia by the West Virginia State Insurance Commissioner.

17 SUBCONTRACTORS

17.1. No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractor(s). The Contractor shall, however, remain fully liable and responsible for the work done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

18 RENEWAL OF CONTRACT

18.1. This contract may be renewed by the State for a period of two successive one-year periods under the terms and conditions of the original contract except as stated in A and B below. Price increases may be negotiated only at the time of renewal. Written notice of the State's intention to renew shall be given approximately 90 days prior to the expiration of each contract period.

- A. If the State elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the current contract prices increased/decreased by no more than the percentage increase/decrease of the "other service" category of the CPI-W section the consumer price index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during the first one-year renewal the State elects to exercise the option to renew the contract for the second additional one-year period, the contract price(s) for the second additional one year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "other services" category of the CPI -W section the consumer price index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Mountaineer Challenge Academy
RFQ# ADJ07002
Bid Date: 06/28/2006
Opening Time: 1:30 pm

BID SCHEDULE

Vendors are **REQUIRED** to submit the following prior to the agency evaluation of the bids. It is **PREFERRED** that this information be submitted with the bid proposals. The agency reserves the right to request additional information or clarification at any time during the bid evaluation process.

1. Provide company description and history, it is required the company be in business a **minimum of five (5) years**. Provide a description and history for a **minimum of three (3) food service contracts** or projects of this type and size complete with references. (References **must** include name and current phone number). If applicable, also provide a description and history of any Child Nutrition Contracts complete with references.
2. Operating Procedures- Please provide a sample of the following as they would apply to this contract:
 - A. Training Manual or Plan for Dining Facility Employees
 1. Standard Operating Procedures (SOP) for Food Handling –Food Procurement, Food Preparation, & Food Serving, Facility Care, Cleaning, & Sanitation.
 - B. Sample Work Schedule for Dining Facility Employees
 1. Provide Job Descriptions for personnel. Include required education, training, and experience for required positions
 - a. Dining Facility Manager
 - b. Cook
 - c. Dietician
 - d. Accountant
 2. Provide Base Pay and Benefit information for each position
3. Provide Sample Menus as they would apply to this contract
 - A. Standardized recipes for the following items expected to be included in the 42-day rotation from at least three sources other than the USDA:
 1. Cabbage Rolls
 2. Chicken Noodle Soup
 3. Pepperoni Rolls
 4. Potato Soup
 5. Shepard's Pie
 6. Cherry Pie

7. Beef Stir Fry
8. Chicken Livers

B. Provide a weekly (7 day) meal plan (breakfast, lunch, & dinner) including meals from the following ethnic groups. (A minimum of one from each category per week.)

1. Thai
2. Greek
3. Hungarian
4. Appalachian
5. Vendor's Choice

C. Provide a two (2) day meal plan for the following diet situations

1. Clear Liquids
2. High Fiber
3. Low Sodium
4. Diabetic
5. Food Allergies

TOTAL COST **FOOD** \$ _____ per cadet/per day

TOTAL COST **LABOR** \$ _____ per Day

*Invoices are to be submitted monthly in arrears

Vendor: _____

Bid Preparer: _____

Signature: _____

Date: _____

A F F I D A V I T

030

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____