



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

Solicitation

NUMBER
COR61564

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED
03/01/2013

BID OPENING DATE: 03/14/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 8		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 8		
0001	1	LS		952-84		
				INMATE FOOD SERVICE		
				***** THIS IS THE END OF RFQ COR61564 ***** TOTAL:		

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: COR61564
Addendum Number: 8

The purpose of this addendum is to modify the solicitation identified as COR61564 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Vendor question and responses attached.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

QUESTIONS:

- 1Q. Section 4.56 of the Request for Quotation requires that responding vendors provide support personnel that have a minimum of five years of institutional food service experience, preferably in a correctional setting.
As correctional food service operations are often times complex and institutional security is of major importance to the Department of Corrections, Correctional agencies have required that proof of the required support personnel experience be provided prior to contract award. In some instances, the proposed vendors are required to have the projected personnel present during contract start-up in order for the Department to verify their experience level or provide resume's detailing the required experience. Would the Department be open to adding such a requirement to this Request for Quotation?
- 1A. Prior to award, the Vendor shall submit resumes detailing the required experience for the District and General Manager positions only. The five (5) years prior institutional food service experience does not apply to other support personnel. Section 4.56c of the RFQ is amended to read "one year experience" for Food Service Manager.
- 2Q. It is common for state-wide solicitations to require a minimum of five (5) years of state-wide correctional food service operations with three (3) different client partners. Client references are generally required to be of similar size and scope of services to the State operation being bid. Would the Department please consider requiring each vendor to provide three (3) client references for the review of the Department?
- 2A. Three (3) client references of similar size and scope of services shall be supplied to Agency with Vendor's bid. However, the food service operations experience does not have to be state-wide.
- 3Q. The Request for Quotation does not currently mandate responding vendors to visit each institution. In an effort for responding vendors to gain a complete understanding of the scope of services, size of storage areas, and facility layout for each institution, would the Department please consider making the site visits a mandatory requirement?
- 3A. No, except for the mandatory pre bid held on October 24, the site visits are optional and shall remain so.
- 4Q. The current food service contract requires the vendor to use the beef and pork in each kitchen from the Department of Agriculture. The current solicitation has mandated the minimum purchase amount to 75% of the beef and pork purchased for kitchen use by the vendor. This represents a significant increase in cost that will be passed on to the State. Is it the intent of the Department to change the minimum amounts as written in the Request for Quotation or was this in error?
- 4A. In accordance with WV State Code, Chapter 19-12A-5(b), beef, pork and potatoes, when available, shall be purchased from the Department of Agriculture. The facility will pay the Agriculture invoice upon receipt of verification that commodities have been received. Each facility business office will furnish a copy of the invoice to the Food Service Director who will apply that amount as credit towards the next billing. The Vendor must notify the Business Office by the 10th of the month of the required need for Agriculture commodities to be ordered. The West Virginia Department of Agriculture will confirm the availability by the end of the month. See Attachment A-I and A-II for recent Agriculture Report. The facility shall be responsible for slaughtering and processing costs.

- 5Q. As the current food service provided in some of the Department facilities, we understand the impact of the “free flow” offerings to the inmates. This option allows the inmate to eat as much as they would like of any items offered on the “free flow” bar. We understand that increase associated with this offering at facilities we currently operate, however we would like to request the anticipated increase in consumption at the locations currently operated by Department staff. Would the Department please provide this information to potential respondents?
- 5A. The Agency understands and is cognizant of the increase associated with the offering of “free flow”. However, we could not give fair and quantifiable cost estimates in anticipation of the increased consumption. Please bear in mind the inmates are allowed limited time in the dining hall so consumption of free flow is minimal.
- 6Q. If awarded, we intend to, as requested in the solicitation, give preference to all existing agency kitchen personnel when filling positions. Should an existing agency staff, employed by the Department, not meet the minimum requirements of five years of prior institutional experience, preferably in a correctional setting, is the responding vendor still allowed to consider this personnel for employment?
- 6A. By this Addendum, Agency is removing the five years’ experience requirement from the Food Service Manager position for both current and future Food Service Managers. Section 4.56c of the RFQ is amended to read “one year experience” for Food Service Manager, both current and future staff.
- 7Q. Of the facilities that are self-operated, are the food service employees working under a negotiated labor agreement.
- 7A. No, the self-operated facilities food service employees are not working under a negotiated labor agreement.
- 8Q. We respectfully request a 12 month history of the beef, pork and potato prices as purchased from the Department of Agriculture. In addition, please see Question 25 for more recent pricing for live weight.
- 8A. See attachments A-1 & A-II; the attached reports do not accurately reflect usage of beef, pork and potatoes consumed in the facilities, but the new contract mandates vendor shall use all meat/potatoes, when available, from Agriculture.
- 9Q. Are there any inmate double portions that are provided to inmate workers and does the state pay for them.
- 9A. The state does not pay for double portion, but there are approximately 23 inmates receiving double portions in four of our facilities namely, Anthony 1, Huntington 8, Martinsburg 4, & Mount Olive 10.
- 10Q. Per facility can you provide how many lockdowns have occurred during the past 3 years.
- 10A. Operations Department provides extra staffing during lockdown. In the past three years most of our facilities have never had a complete lockdown except as noted below: ACC stands for Anthony, BCC denotes Beckley, CWRC stands for Charleston Work Release, DCC stands for HWRC stands for Huntington Work Release, HCC stands for Huttonsville, and LCC stands for Lakin, MCC stands for Martinsburg, MOCC stands for Mount Olive, and OCCC stands for Ohio County, PBCC stands for Parkersburg, PCC stands for Pruntytown, and SMCC stands for St Marys Correctional.

AC	BC	CWR	DC	HWR	HC	LCC	MC	MOC	OCC	PBC	PC	SMC
C	C	C	C	C	C		C	C	C	C	C	C
9	0	0	0	0	5	Not tracke d	0	14 in 2009	0	0	0	6
								4 in 2010				
								6 in 2011				
								9 in 2012				

11Q. We request invoices for the past 12 months for each of the contracted facilities.

11A. See attachment A-III

12Q. Can you provide a report on the inmate population versus the meals served as a participation rate.

12A.

Meals	ACC	BCC	CWRC	DCC	HWRC	HCC	LCC	MCC	MOCC	OCCC	PBCC	PCC	SMCC
Break Fast	100 %	75- 100 %	35%	69%	75%	50- 60%	60%	100 %	67%	95%	100 %	59%	94%
*Lunch	100 %	85- 100 %	65%	99%	85%	69- 79%	80%	100 %	83%	100 %	100 %	98%	98%
Dinner	100 %	75- 100 %	85%	93%	90%	75- 85%	75%	100 %	74%	95%	100 %	71%	94%

*Lunch percentage includes bagged lunches

13Q. Confirm that all locations are billed on meals served.

13A. Yes, all locations are to be billed on meals served in accordance with the successful vendor bid; however, Vendor shall invoice cost per tray/bag prices (based on the revised pricing pages) See Attachment E and Clarification No. 3 below.

14Q. May we provide weekly nutritional analysis for each meal rather than item by item? The study will be as effective and create thousands of fewer pages.

14A. Vendor must provide item by item for medical meals, all other meals can be provided weekly nutritional analysis.

15Q. I want to confirm that processing costs for the beef, pork and potato products are paid for by the state.

15A. All processing costs for beef, pork, and potatoes shall be paid by Agency.

- 16Q. What is the state's expectation for the definition of a FTE? How many hours per week? We considers any employee over 32 hours per week a full time employee.
- 16A. Per the West Virginia Division of Labor, it is entirely up to the employer to decide a full time employee versus a part time employee. However, current DOC staff works 40 hours per week.
- 17Q. If we are to offer employment to the current state food service employees, would you be willing to provide salary ranges for those employees and also define their benefits program as well as the costs for those benefits.
- 17A. See table below for salary ranges, and attachment A-IV for the summary of benefits given to our current staff.

Types	ACC	BC C	CWRC	DCC	HWR C	OCC C	PBC C	PCC	SMCC
Number	One	N/A	One	One	N/A	N/A	N/A	5	One
Salary	\$18,552	N/A	\$24,096	\$18,552	N/A	N/A	N/A	\$122,640	\$32,784
Benefits	\$7,791.84	N/A	\$9,963.60	\$7,791.84	N/A	N/A	N/A	\$51,508	\$13,769.28

- 18Q. At the time of transition from the current self-op locations, will the state lower the existing inventory? Will the successful vendor be required to purchase the existing inventory or can the inventory be red-lined and at the close of the contract ensure the same value inventory is on-site.
- 18A. It is the intent of the state to exhaust the bulk of the existing inventory at the self-operated locations, and will only require the successful vendor to purchase a minimal amount, if at all it is necessary.
- 19Q. Will the state accept alternate proposals for additional services such as Fresh Food sales?
- 19A. Agency, via this addendum, hereby includes a mandatory requirement that Vendor shall provide Fresh Favorites sales if requested by facility. Commission rates shall be uniform throughout Agency. Agency does not pay for Fresh Favorites food. All items are paid by the inmates or staff to Vendor and Vendor shall pay Agency a commission rate.
- 20Q. Does the current vendor provide any additional services to the contracted locations other than food service?
- 20A. Except for "Fresh Favorites", which is fresh food sales, designed to enhance inmate and officer satisfaction at the same time generating commission revenue for inmate benefit fund. The current vendor does not provide any additional services to the contracted locations, unless otherwise stated in the RFQ.

- 21Q. In the facilities that are contracted there is a program that allows for sale of freshly prepared foods to inmates, such as pizza, burgers, etc. We would request information relative to what each facility will permit in regards to these sales (number of times per week inmates can order, any sales limits, etc.), current average weekly total sales figures, current commission rate paid to each facility, current menus and prices each facility program offers, etc.

Invoices are attached as Attachment A-V

21A.	Huttonsville	Mount Olive	Lakin
# of times inmates order	Once per month for general population inmates. RSAT inmates order twice a month	Once a month entire population orders	1 Order per week
Sales limit	Limited to 1 meal & drink	2 complete meals	No limit
Average weekly sales	\$1,055.91	\$787.45 per month	\$415.00
Commission	10% of orders	10%	20%
Menu & Prices	Attachment A-V	Attachment A-V	Attachment A-V
Others	Program is used as a perk		Very beneficial

- 22Q. Please provide data for all locations (contracted or self operated) that indicates numbers of meals served by meal period for the past 90 days.

22A. See participation rate chart, in Question/Answer 12.

- 23Q. Please provide copies of actual invoices from the contracted facilities that demonstrate any and all billing (meals, catering, beef, pork, potatoes, etc.) for the past 90 days.

23A. See attachment A-III in reference to question # 11

- 24Q. Please provide clarification of which facilities do their own slaughtering/processing of beef and pork.

24A. Mount Olive Correctional is the only facility that receive sides of beef and the sides of beef are processed by the facility, but no slaughtering is done at any facility.

- 25Q. Please provide the current prices of beef, pork and potatoes – both hoof price if applicable as well as “ready for use” prices.

25A. For November 2012, the latest available data, the Department of Agriculture charged:

Brood Cows - \$1.26 Live Weight
 Hamburger Cows - \$0.79 Live Weight
 Hogs - \$0.75 Live Weight
 Potatoes - \$7.50 for 50 pound bag

Ready to use pricing is not relevant to this RFQ since Agency pays for all slaughtering and processing costs.

- 26Q. Please provide data regarding the histories of the amount of product provided to/purchased by each facility.
- 26A. See attachment A-I and A-II and A-III
- 27Q. Please provide data as to the actual numbers of staff meals served at each location over the past 90 days.
- 27A. See attachment A-VI
- 28Q. Please note the current (ADP) at each location, as well as any data relevant to meal participation over the past 90 days.
- 28A. For average daily population, see facility description spreadsheet for number of beds and all of our locations are at full capacity.
- 29Q. Please confirm which locations are currently contract, and provide the current price per meal (and/or pricing scale) charged at the contracted facilities. Please indicate how the price per meal is determined for each/all locations, and if it is based on meals served or census.
- 29A. Contracted locations are: Lakin Correctional Center, Huttonsville Correctional Center, Mt. Olive Correctional Center, and Martinsburg Correctional Center. The successful vendor will provide food and kitchen services at all locations upon award of this RFQ. Invoices attached. Price per meal is determined by current contract and any subsequent change orders.
- 30Q. Please provide the current estimated cost per meal for the DOC at the facilities that are still self operated, inclusive of food, labor, and other supplies.
- 30A. Not available. Vendor's bid shall be based on menus provided in RFQ.
- 31Q. Please clarify the projected free flow requirements for the onset of the contract for all locations.
- 31A. The items marked with asterisks on the menus are the required free flow under the contract.
- 32Q. Page 15, item 44. – will the state use a credit card for this project? Is a credit card used with the current vendor? If so, please describe the process for billing and payments.
- 32A. State law mandates that all contracted Vendors agree to accept the purchasing card as a form of payment; however, we are allowed to pay vendors with other forms of payment. A count sheet of daily meals served are provided, and invoices are sent each week by the vendor, and paid weekly after reconciliation.
- 33Q. Please clarify in detail how the Pricing Pages shall be calculated by the bidder and subsequently evaluated by the Agency. Is the Grand Total the addition of each and every Extended Price? Which number of daily meals figure shall be used for calculating the extension?
- 33A. The pricing page has been revised. Please see Clarification No. 3 below for more information. See Attachment E - Revised Pricing Pages.

Mount Olive Correctional Complex questions:

- 34Q. Mount Olive, Please provide details as to what styrofoam products are required in the operation at this time and what number of those items are used on a daily basis.
- 34A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.
- 35Q. Can you provide information on staff meal participation in the course of a 24 hour period
- 35A. See attachment A-VI.
- 36Q. Please provide statistics on inmate meal
- 36A. See attached invoices and participation rates.
- 37Q. How many lockdowns have occurred in the past year that impact meal service, how long did they last? What service wares are required to be used in a lockdown
- 37A. See responses to question #10.
- 38Q. Please detail very specifically as to what is required for the various religious diets-especially Hare Krishnas. We would request the specific breakdown of how many of each of the diets are being served. If there are menus please provide them, and indicate who develops and reviews these menus.
- 38A. We have two basic diets, the non-flesh and the non-pork. Those two diets meet dietary restrictions of various belief systems. The non-flesh diet follows the diet required for Hare Krishna inmates since it is stricter. The Hare Krishna faith adheres quite strictly to the Brahman Diet, which forbids meat along with all meat products. Eggs are forbidden. Milk and milk products are permitted, butter, yogurt, cream, etc. Cheese must not be coagulated with rennet (an animal product). Onions are forbidden along with all other members of the Allium genus, including garlic, scallions, chives, shallots, etc. Mushrooms are forbidden along with all other fungi. Stimulants-coffee, tea, etc are rajastic and to be avoided. Alcohol-no. The Hare Krishna adapts some Western foods to it. Other belief systems allow more items to eat but we are not required to provide everything any belief system can eat. Religious special diets revolve around prohibited items rather than items they can eat.

We simply must not offer them items they cannot eat. Following the requirements for the Hare Krishna belief meets requirements for other faith groups. There should only be one non-flesh diet which is served to every faith group that qualifies. Inmates can supplement their own preferences in the exchange. For example, an inmate may be a Buddhist who requests a non-flesh diet. He should get the same non-flesh diet as everyone else but it would be ok for him to buy fish in the exchange since many sects eat fish. Additionally, we permit the Muslim inmates and other faith groups to select the non-flesh meal since it meets dietary restrictions and we do not serve halal meats.

The meals should be monitored at the food line. Everyone with a special diet should eat that special diet every meal. It should be monitored in the exchange. Spot checking 10% of the diets monthly by checking exchange purchases should be sufficient. Discrepancies should be reported to the Chaplain's office. Only the Chaplain (Religious Services) may add or remove anyone from receiving a religious special diet. The Chaplain uses progressive sanctions (not disciplinary actions) for violations of a religious special diet.

Maintaining the same variety as the mainline menu can be accomplished by serving the religious special diets the same menu as mainline with the exception of items they are forbidden to eat. A substitute should be provided for the item they cannot.

Cross contamination of foods is another issue. At some facilities cross contamination is guarded against by preparation of the meals in separate areas (still same menu), using separate stoves, utensils, and serving trays and utensils.

Food Service is to follow the direction of the Religious Services Coordinator regarding religious diet requirements including religious feasts.

- 39Q. Please provide copies of recent billing invoices with supporting documentation (meal counts, work camp meals served, fresh favorites, catering or special events, etc. it is important that we be able to understand the procedure for calculating the billing- and please indicate if the current method is acceptable or if changes are requested.
- 39A. See attached invoices, as well as the revised pricing pages – Attachment E and Clarification No. 3.
- 40Q. Is Nutri-loaf required to be served, and if so, how many are served?
- 40A. None are served at this time.

Beckley Correctional Center questions:

- 41Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 41A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.
- 42Q. Please indicate the specifics for how billing is to be handled at this location. Can the vendor bill for population as opposed to actual count since participation is not mandatory yet the Warden requires 100% prep?
- 42A. Billing for Beckley Correctional Center will be handled the same way as the rest of the Agency facilities. The vendor will bill for actual meals served. The Warden does not require 100% prep.

Anthony Correctional Center questions:

- 43Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved. If an emergency occurs (stated facility is prone to water supply issues and problems with dishwasher) and disposables are required will the DOC cover those costs?
- 43A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Denmar Correctional Center questions:

- 44Q. Please provide details as to what styrofoam products are required in this operation and the quantities involved.
- 44A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Huttonsville Correctional Center questions:

- 45Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 45A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.
- 46Q. Please provide very specifically as to what is required for the various religious diets – especially the Hare Krishnas. We would request the specific breakdown of how many of each of the diets are being served. If there are menus please provide them and indicate who develops and reviews these menus.
- 46A. See response to question # 38. Refer to Facility Description spreadsheet for number of diets being served.

Pruntytown Correctional Center questions:

- 47Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 47A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Ohio County Correctional Center questions:

- 48Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 48A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

St. Mary's Correctional Center questions:

- 49Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 49A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Parkersburg Correctional Center questions:

- 50Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 50A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Lakin Correctional Center questions:

- 51Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 51A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Huntington Work Release questions:

- 52Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 52A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Charleston Work Release questions:

- 53Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 53A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

Martinsburg Correctional Center questions:

- 54Q. Please provide details as to what styrofoam products are required in the operation and the quantities involved.
- 54A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.
- 55Q. Would the Department please indicate the anticipated implementation date of this contract?
- 55A. The bid opening has been extended to March 14, 2013. We don't have any way of knowing the implementation date at this point.

- 56Q. On Page 3, Item No. 5 of the RFQ indicates that this solicitation will result in an open-ended contract. Will the Department please clarify "open-ended contract?"
- 56A. According to the WV Purchasing Handbook, the definition of an open-end contract is: a generic term used for a contract that covers a period of time in which all terms, conditions and prices are specified with the exception of quantity.
- 57Q. On Page 15, Item No. 44 of the RFQ states that the awarded vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this contract. Is it the intent of the Department to offer the purchasing card payment option as the only means for remitting payment to the contracted vendor?
- 57A. State law mandates that all contracted Vendors agree to accept the purchasing card as a form of payment; however, we are allowed to pay vendors with other forms of payment.
- 58Q. On Page 20, Item No. 2.2, paragraph 4 provides responding vendors with guidelines of responsibility for vendor owned inventory and equipment. The RFQ states that the Department will be responsible for equipment maintenance and repair for all food service equipment owned by the State. If the awarded vendor sustains loss of inventory due to equipment not being repaired or maintained by the State in a timely fashion, will the Department consider reimbursement to the vendor for the loss food products?
- 58A. Page 20, Item 2.2, paragraph 4 will not be amended. Agency recommends that Vendor have insurance on all inventory and equipment it owns.
- 59Q. On Page 22, Item No. 4.13 refers to the responsibilities of the awarded vendor for providing diet and religious meals as approved by the Department. This section also states that small wares, cups, trays and pots and pans to support the specified religious/medical diets are to be cleaned and maintained by the awarded contractor? Will the Department please clarify if the Department will be responsible for the purchase of these items?
- 59A. The Agency will purchase and provide all cups, trays, pots, pans, etc. The Vendor is responsible for proper cleaning and maintaining these items.
- 60Q. On Page 23, Item No. 4.20 refers to areas in which the awarded contractor will be responsible to provide during the contract term. The RFQ states that the Department will be responsible for the maintenance and repair of food service equipment throughout the contract term. Will the Department consider accepting financial responsibility for paper products used due to equipment failures that will require the use of such products, since it is the responsibility of the agency to maintain this equipment?
- 60A. Vendor should keep a three (3) day supply at all times. In the event of emergency, vendor is responsible for supplying first 3 days of occurrence and Agency will supply subsequent days of each occurrence.

- 61Q. On Page 25, Item No. 4.33A refers to the RFQ requirements for the bag lunches for inmates that leave the facility for work related activities. Would the Department please clarify the total weights of meat and cheese to be provided on the sandwiches within a bag lunch? The RFQ states "2 sandwiches with total of 3 ounces meat and cheese", and later in the paragraph it states, "Each sandwich must contain 2 ounces of lunch meat and 1 ounce of cheese for a total of 3 ounces per sandwich." This would amount to 6 ounces of total protein per bag lunch. Is this correct?
- 61A. One sandwich will contain 2 ounces of luncheon meat and 1 ounce of cheese = 3 ounces total. Inmate is given two sandwiches.....3 ounces each sandwich x 2 = 6 ounces total meat/cheese per bagged lunch/per two sandwiches.
- 62Q. On Page 27, Item No. 4.47 the Department states that it will be responsible for providing with equipment, inmate labor, utilities, and facilities in able to conduct food service operations. In the event that glassware, metal ware, silverware, feeding trays are not in sufficient supplies to support operations at any given facility, who will be responsible for the purchase of disposables to support operation?
- 62A. Agency will supply glassware, metal-ware, silverware, and feeding trays. Please refer to Q60 above for Styrofoam/disposables.
- 63Q. On Page 28, Item No. 4.55 lists the staffing requirements at each location. Is it the desire of the Department for responding vendors to submit staffing plans for each location in their bid response?
- 63A. No alternate proposals will be accepted.
- 64Q. As pricing increases for the current provider have only been granted once during this contract term and the RFQ is somewhat contradictory with regards to fixed pricing and the opportunity for market-based increases, would the Department be open to setting a maximum cap on annual contractor price increases? The Request for Quote as currently specified, provides the opportunity for various responses from the vendor community. If the Department were to specify the allowable price increases or limit such increases, it would allow the Department to operate its budget on a fixed amount.
- 64A. Delete Section 5.2 of the RFQ in its entirety and replace with the following language:

Vendor may submit a request for price adjustment prior to renewing this Contract. Any such price adjustment must be based on the "pass through" increase or decrease of raw materials and/or labor which make up all or a substantial part of a product. Adjustments are to be based upon an actual dollar figure, not a percentage.

All price adjustment requests must be substantiated in a manner acceptable to the Director of Purchasing. The Purchasing Division reserves the right to deny a price adjustment request at its sole discretion. Additionally, the Agency must agree to any price adjustment and such adjustment must be approved (as to form) by the Attorney General's office. Such requests for a price adjustment should be received in writing by the Director of Purchasing at least 30 days prior to the effective date of the adjustment.

Any request by Vendor to adjust its price must include a detailed explanation of the reason for the price adjustment request is warranted.

- 65Q. On Page 38, Pricing Pages provides respective vendors with a format to submit pricing. How will this page be evaluated? What is the scale used to determine lowest price offered?
- 65A. Pricing Pages have been revised. Please see Attachment E for the revised pages and Clarification No. 3 below for more information.
- 66Q. What is the current price per pound of state beef and pork?
- 66A. See Question 25 and response.
- 67Q. In an effort to reduce cost to the State and to ensure that quality meat products are served to the inmates of the Department, would the Department please consider mandating that awarded vendor be required to purchase 100% of the beef and pork needed to serve the state-wide menu be purchased through the Department of Agriculture? If the Department chooses to allow responding to provide 25% of the beef and pork required for the state-wide menu to be purchased from their respective suppliers, it can provide risk to the State as some providers purchase meat products overseas or from discount suppliers in order to reduce expenses.
- 67A. See the Agency response to question # 4
- 68Q. What is the current price for potatoes from the Department of Agriculture?
- 68A. The Department of Agriculture charges approximately \$7.50 per 50 lb. bag.
- 69Q. Would the Department please provide any State or Federal mandated diets that will be required as a part of this solicitation?
- 69A. All special diets (medical and religious) required are set forth on Facility Description spreadsheet
- 70Q. How often are medical diets reviewed by the medical department to ensure accuracy?
- 70A. The medical provider reviews medical diets every 90 days. This is an ACA requirement.
- 71Q. How often are religious diets reviewed by the religious authority to ensure compliance? How does the Department currently regulate the medical/religious diets of inmates through its commissary program?
- 71A. The method described in Q38 on food service spot checking 10% monthly and reporting discrepancies to the Chaplain is the preferred practice.
- 72Q. What is the process to remove a religious diet when noncompliance by the inmate is determined?
- 72A. If non-compliance is discovered by the Vendor, Vendor will contact facility religious coordinator to report non-compliance and religious coordinator will take proper steps to rectify the issue.

- 73Q. The Department has provided, as a part of this solicitation, the state-wide menus to be met in each Department facility. Several of the provided menus refer to an assortment of items that are denoted by an asterisk (*) and are required “free flow” items. Would the Department please define the term “free flow?” As this has a large impact on the per meal costs for the Department, would the Department be open to alternative “free flow” items suggested by responding vendors?
- 73A. Free flow – inmates can eat as much as they want. However, the inmates are allowed limited time for meals so consumption is minimal. No alternative free flow items will be accepted by Agency.
- 74Q. We have made the assumption that “Free Flow” means that the inmate population can eat as much as they choose of the identified items on the menu. What are the weekly usage averages, by product offering and facility, for the items identified as “free flow” items?
- 74A. The requested information is not available. However, the inmates are allowed limited time for meals so consumption is minimal.
- 75Q. Exhibit 2 – Menus Overall – For certain meals, an option is offered for the entrée. Would the Department please define which option respondents should bid as there is a considerable difference in product price?
- 75A. Options are only offered for inmates on special diets...medical and religious. Vendor should use the non-option entrée for purposes of bidding. The facility description spreadsheet outlines how many inmates with special diets will be offered the option entrée
- 76Q. Exhibit 2 – Menus Wednesday Lunch – Is the beef patty noted 3 oz. weight prior to cooking or after?
- 76A. All menu items are cooked weight. Section 4.35 of the RFQ states, “Portions sizes listed are “as served” and not raw sized”.
- 77Q. Exhibit 2 – Menus Week 1 Thu Lunch – There is no condiments listed for the meal. Is this accurate?
- 77A. The menu lists mustard to be served with the roast beef sandwich.
- 78Q. Exhibit 2 – Menus Overall – If fish is selected as the entrée as the option (example such as on Week 1 Tuesday Dinner), is tartar sauce supposed to be offered?
- 78A. No, fish is offered for special diet inmates only; no tartar sauce has to be provided.
- 79Q. Exhibit 2 – Menus Week 2 Tue Lunch – What is the type of burrito offered, bean, beef, combo, chicken?
- 79A. Bean – menu has been amended and attached.
- 80Q. Exhibit 2 – Menus Week 2 Sat Dinner and Sun Lunch – Rice is offered as a Free Flow item on Saturday Dinner and not as a Free Flow item on Sunday Lunch. Is this accurate?
- 80A. Yes, this is accurate.

- 81Q. Exhibit 2 – Menus Week 2 Sun Dinner – Is rice and beans offered as an entrée instead of a Country fried beef patty?
- 81A. This is a mistake; rice and beans entry has been removed. See revised menu - Attachment B – Revised Exhibit 2.
- 82Q. Exhibit 2 – Menus Week 5 Wed Lunch – Tomato and onion is not offered with the hamburger meal as these items are for previous hamburger meals. Is this accurate?
- 82A. Tomato and onion added to menu, Week 5, Wed lunch. See revised menu - See Attachment B – Revised Exhibit 2.
- 83Q. Exhibit 2 – Menus Week 5 Sunday Breakfast – Breads are usually not offered on the Free Flow, however, biscuits are offered on this particular meal. Is this accurate?
- 83A. Biscuits will not be “free flowed”. See revised menu - See Attachment B – Revised Exhibit 2.
- 84Q. Exhibit 2 – Menus Huttonsville Correctional Center- as the Huttonsville Correctional Center is currently receiving reimbursement for their breakfast and lunch meals for the juvenile population, will the Department of Corrections please provide the current Juvenile Menu for all vendors to base their price upon?
- 84A. Youthful offenders are served from Main Menu. See revised menu - See Attachment B – Revised Exhibit 2.
- 85Q. Exhibit 3 – Menus – There are no weights/volume for entrée items, can you specify the protein types, weights, and actual serving sizes for all entrée items?
- 85A. See revised menu - See Attachment C – Revised Exhibit 3.
- 86Q. Exhibit 3 – Menus – When tossed salad is served, there is no dressing noted. Is this accurate?
- 86A. See revised menu - See Attachment C – Revised Exhibit 3
- 87Q. Exhibit 3 – Menus – When Beans are served; please describe the type of beans served.
- 87A. See revised menu - See Attachment C – Revised Exhibit 3
- 88Q. Exhibit 3 – Menus – What is the serving size of the biscuits as it states “2 ea.”?
- 88A. See revised menu - See Attachment C – Revised Exhibit 3
- 89Q. Exhibit 3 – Menus –Is the bacon / ham offered on the menu turkey or pork type?
- 89A. See revised menu - See Attachment C – Revised Exhibit 3
- 90Q. Exhibit 3 – Menus – What is the serving size of Cornbread?
- 90A. See revised menu - See Attachment C – Revised Exhibit 3

91Q. Exhibit 3 – Anthony Correctional Center Menus – What age group do you currently provide meal service? Are you currently reimbursed by the USDA National School Meals Program? If so – for which meals?

91A. We provide meal service to 18-26 years of age. Yes we are reimbursed for Breakfast & Lunch.

92Q. Exhibit 3 – Anthony Correctional Center Menus – On January 26, 2012, the USDA issued a Final Rule on Nutrition Standards in the National School Lunch and School Breakfast Programs (the “Final Rule”) which revises and clarifies requirements for the nutritional standards in the National School Lunch and School Breakfast Programs (7 C.F.R. Parts 210 and 220). The Final Rule imposes revised fruits, vegetables, grains, meat/meat alternatives and milk components; dietary specifications; menu planning; age-grade groups; offer vs. serve and weighted nutrient analysis monitoring of National School Lunch Program meals effective for the 2012-2013 year. The Final Rule further revises the grains components, dietary specifications; menu planning; age-grade groups; and monitoring of the School Breakfast Program meals effective for the 2013-2014 year.

As the Anthony menu provided in the bid specifications is not in compliance with the Final Rule requirements for the National School Breakfast and Lunch Program, will the department of Corrections please supply a menu that they intend to submit for reimbursement for all vendors to base their price upon?

92A. A revised menu compliant with the USDA issued Final Rule is included with this addendum. See Attachment C – Revised Exhibit 3.

93Q. In regards to Support Staff identified in 4.56 of RFQ, is the Department expecting resumes of those candidates that will fill the District Manager and General Manager roles?

93A. Yes, Vendor shall submit resumes prior to contract award.

94Q. On Page 29, Section # 4.56 the RFQ states that “the vendor shall provide ...one (1) West Virginia District Manager and one (1) West Virginia based General Manager.” Many vendors in this industry appoint District and General Managers to oversee the day to day operations in multiple locations or states. In order for the Department to receive the highest quality of service from these positions, will the Department require that the individuals assigned to these roles be required to be 100% dedicated to the West Virginia Department of Corrections?

94A. The Agency will not require District Manager and General Manager assigned to these two positions to be 100% dedicated to the Division of Corrections; however, the Vendor must state in its bid the percentage of time the positions will be assigned to WV Division of Corrections.

95Q. Considering ACA standards and any State or Local laws established for food handlers, are there other expectations Agency has for physical examinations of contracted food service personnel?

95A. While agency does not mandate vendor’s employees to have physicals, if they are required for any reason, vendor shall pay all costs. However, all of vendor’s staff must meet all health department standards and Vendor shall pay for any associated costs.

- 96Q. As food service employers generally provide health and wellness assessments to its employees, would the Department find it acceptable for the Vendor to utilize these assessments to meet the physical examination requirement for vendor staff?
- 96A. Yes, this is acceptable to Agency.
- 97Q. Section 29 on page 12 mentions the prevailing wage provisions of the West Virginia Code Sections 21-5A-1, et seq. Please confirm that there is no prevailing wage requirement for this bid as this is not a contract for "the construction of a public improvement".
- 97A. There are no prevailing wage provisions under this contract.
- 98Q. Section 4.23 on page 23 states that the Vendor must use West Virginia businesses if they are the lowest, responsive bidder. In order to fulfill this requirement, the Vendor would be required to competitively bid all supply contracts, which would significantly increase costs. Please confirm that the Department does not intend to have Vendors competitively bid all supply contracts and that Vendors should utilize West Virginia businesses when it is economically feasible to do so.
- 98A. The State of West Virginia believes that there are substantial benefits to utilizing local West Virginia businesses in the fulfillment of state contracts and encourages Vendors to explore the possibility of using West Virginia businesses whenever possible. The state cannot, however, require that vendors utilize any particular business as a subcontractor. Vendors are free to chose any subcontractor that they feel will best be able to provide the required goods and services needed to perform under the resulting contract with the State. Notwithstanding the language contained in Section 4.23, the Vendor is not required to conduct a competitive bid to identify and contract with a subcontractor.
- 99Q. Section 4.24 on page 24 states that bidders must utilize beef and pork from the West Virginia Department of Agriculture, as well as potatoes when they are available. Please confirm that the Department of Agriculture is willing to provide a vendor warranty for any products purchased.
- 99A. Beef should be covered by inspectors; with rotten potatoes Agriculture Department would credit the respective correctional facility for any bad potatoes. The slaughter facility would be responsible for making sure the product arrives at each facility according to specifications outlined in the contracts, which would be between each Correctional Center and the slaughter facility.
- 100Q. How many copies of our proposal are we required to submit?
- 100A. Two originals and 2 copies or a total of four (4) copies.
- 101Q. The Solicitation requests an Item by Item Nutritional analysis. This will significantly increase the number of pages in our proposal. Will an Average Daily analysis be acceptable for the proposal, with the requirement that upon contract award the selected vendor provide an Item by Item Analysis? If no, can the Item by Item Analysis be provided via CD?
- 101A. CD is acceptable to Agency. However, Agency agreed that only medical items must be item by item all other meals can be provided weekly nutritional analysis. See response to question # 14.

102Q. On pg. 17 Sect. 51 it states that the vendor is responsible for the costs of background checks. Then on Pg. 21 Sect. 4.8 a. it states the background checks will be processed at no cost to the vendor. Will you please clarify the contradiction in terms?

102A. Agency will not charge for background checks. If agency conducts the background check, no charge will be assessed from Vendor. However, if vendor has background checks performed by a third party and there is a cost, vendor is responsible and shall pay this cost.

103Q. Will you please make available pricing for the WV DOC products required to be implemented into this contract as well as usage reports?

103A. In response to question # 8, we provided a 12 month history of the beef, pork, and potato prices as purchased from the Department of Agriculture. See response to question 8.

104Q. Will you please make available the Nutritional Analysis of the required WV DOC products required to be implemented into this contract?

104A. We do not have Nutritional Analysis available.

105Q. What is the average number of staff meals served at each facility?

105A. See Attachment A-VI

106Q. Please confirm that there are only four medically ordered snacks per day at the Anthony and Lakin facilities.

106A. Based on the facility description attachment, Anthony Correctional Center does not indicate any snacks. Lakin Correctional Center indicates 40 snacks.

107Q. Will you please verify average daily population for each facility over the last six months?

107A. Facility description spreadsheet indicates # of beds and we are at full capacity at all locations

108Q. On pg. 22 Sect. 4.15. Is it to be understood that vendor will utilize their own recipes to provide the menus or will recipes be provided?

108A. Vendor will use own recipes.

109Q. Is it to be understood that the State will provide sanitation products?

109A. Yes, the Agency will provide sanitation products.

110Q. Will you please provide a list of sanitation products provided by the State?

110A. The supplies used possibly vary from facility to facility and Agency is amenable to supplying all cleaning and sanitation needs of the Vendor, within reason.

111Q. Are there any facilities that do NOT currently use inmate labor? If yes which ones?

111A. All facilities use inmate labor in the kitchen

112Q. Will the vendor be required to maintain current benefit levels of any current DOC kitchen workers that will be retained by vendor? If yes, please provide benefits information.

112A. No, but benefits information/data is provided on the response to question # 17. It is the hope and desire of the Agency that all current DOC employees offered jobs with Vendor shall receive, at a minimum, the salary and benefits they are accustomed to receiving. No mandates are being placed on vendor to provide the same.

Clarifications, Additional Contractual and Mandatory Provisions:

C1: Vendor shall invoice each facility on a weekly basis. Said invoice shall reflect: quantity of trays/bags per meal; price per meal/sack/bagged meal; extended price; and grand total. Vendor should invoice price per meal and sack/bagged meal prices on total facility-wide basis per meal rather than the quantities served at each individual facility.

C2: In the event Agency expands an existing facility or opens a new facility, Vendor shall provide food service for all additional inmates at the same contract pricing.

C3: Revised pricing pages attached – see Attachment E. Please note the following changes to the specifications:

To Delete Section 5.1 in the RFQ specifications in its entirety and replace with the following:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

To Delete Sections 5.3 and 5.4 in the RFQ specifications in their entirety and replace with the following:

5.3 Vendor should complete the Pricing Pages by entering the “Price Per Meal” on Table 1, Attachment E. Table 2 has been added to the pricing pages as a bid scenario and will be used for bid evaluation purposes. If using the electronic version, the Vendor should fill in the “Price Per Meal” on Table 1 then this number will be transferred to Column E on Table 2. If entering the data manually, the “Price per meal” on Table 1 must be same number on Table 2, Column E – Price Per Meal.

The number of daily meals have been categorized into ranges – Column A. There is an estimated quantity per day by range - Column B and an estimated number of days for the year that this daily meal range may be served – Column C. Column D shows an estimated total number of meals based on the estimated quantity per day (Column B) and the number of days for the year that the meal range may be served (Column C). Column E on Table 2 must be the same number as in Table 1 under the “Price Per Meal” column. Lastly, the extended

price column is Column D (estimated total meals per year) times Column E, Price per Meal.

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Desired Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Tara.L.Lyle@wv.gov

- C4: Prior to award of the contract, the successful Vendor shall certify and agree, by executing forms required by USDA Office of Child Nutrition, namely, 1) Certification Regarding Lobbying; 2) Disclosure of Lobbying Activities; and 3) The Child Nutrition Program Compliance. Copies of said forms are attached as Attachments A-VII, A-VIII, and A-IX, respectively.
- C5: The Contract term shall be for a period of one-year, with four (4) one year renewals.
- C6: To amend Section 4.55 – Parkersburg by deleting “three” and replacing with “two”.
- C7: Attachments to the this Addendum include:
- | | |
|--------|---|
| A-I | 12 month Beef & Pork History |
| A-II | 12 month Beef & Pork History (7/1/11 thru 6/30/12) |
| A-III | Invoices |
| A-IV | Kitchen Staff Benefits Program |
| A-V | Fresh Favorites Invoices |
| A-VI | Staff Meals Information |
| A-VII | Certification Regarding Lobbying Form |
| A-VIII | Disclosure of Lobbying Activities Form |
| A-IX | Child Nutrition Program Compliance |
| B | Revised Exhibit 2 – Menus (Exhibit number reflects the exhibit number in the original RFQ) |
| C | Revised Exhibit 3 – Menu for Anthony Correctional (Exhibit number reflects the exhibit number in the original RFQ). |
| D | Revised Exhibit 4 – Menu for Lakin Correctional (Exhibit number reflects the exhibit number in the original RFQ). |
| E | Revised pricing pages – Table 1 and Table 2. |

Please note: Exhibit #1 as published in the original RFQ was not amended or revised in this Addendum..

- C8: **The bid opening has moved from 02/28/2013 to 03/14/2013. Bid opening time is 1:30 pm,**

There will be no additional questions on this RFQ.