



STATE OF TENNESSEE
 Department of Correction

REQUEST FOR PROPOSALS # 32901-31294
AMENDMENT # Six
FOR GOODS OR Food Services Management

DATE: May 24, 2016

RFP # 32901-31294 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE	Confirmed or Updated
1. RFP Issued		Dec. 23, 2015	Confirmed
2. Disability Accommodation Request Deadline	2:00 p.m.	Jan. 6, 2016	Confirmed
3. Pre-response Conference	2:00 p.m.	Jan. 7, 2016	Confirmed
4. Facility Tours		Jan. 13-27, 2016	Confirmed
5. Notice of Intent to Respond Deadline	2:00 p.m.	Jan. 29, 2016	Confirmed
6. Written "Questions & Comments" Deadline	2:00 p.m.	Feb. 3, 2016	Confirmed
7. State Response to First Group of Written "Questions & Comments"		March 7, 2016	Confirmed
8. State Response to Second Group of Written "Questions & Comments"		March 31, 2016	Confirmed
9. State Response to Third Group of Written "Questions & Comments" and clarifications from Amendments 2 and 3		April 22, 2016	Confirmed
10. State's Response to Requested Clarifications from Amendment 4		May 24, 2016	Confirmed
11. Response Deadline	2:00 p.m.	June 24, 2016	Confirmed
12. State Completion of Technical Response Evaluations		July 15, 2016	Confirmed

13. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 18, 2016	Confirmed
14. State conducts Negotiations (Optional)		July 19-22	Confirmed
15. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	July 25, 2016	Confirmed
16. End of Open File Period		August 1, 2016	Confirmed
17. State sends contract to Contractor for signature		August 2, 2016	Confirmed
18. Contractor Signature Deadline	2:00 p.m.	August 3, 2016	Confirmed
19. Performance Bond deadline		August 12, 2016	Confirmed
20. Contract Start Date		August 15, 2016	Confirmed

2. State responses to requested clarifications in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

Clarification Requested	STATE RESPONSE
<p>1 In regard to amendment 4, attachment 6.9, it is noted that the contractor must offer positions to these employees at 120% of their current salary. Please confirm that this is correct. Also, will these employees have the option to stay with the State and will the contractor be liable for 140% of their current salary?</p>	<p>{RFP Attachment 6.9} lists employees working in the Cook-Chill Operation at the time the RFP was issued. As stipulated in the RFP, these employees must be offered employment, at 120 percent of their current salary.</p> <p>Cook Chill employees, however, will not have the option of remaining with the State based on having 60 months of State service. TriCor employees electing not to accept the Contractor's offer of employment, will be subject to a reduction in force <u>unless</u> TriCor has a vacant position the employee is qualified to fill.</p> <p>The State does not anticipate the Contractor being liable for 140 percent of the salary of Cook-Chill employees.</p> <p>The State does not anticipate Cook-Chill positions vacated by employees accepting Contractor offers of employment becoming Contractor positions.</p> <p>The clarification has been incorporated into the RFP by way of item 5 below.</p>

Clarification Requested	STATE RESPONSE
<p>2 In Amendment 4, the response to question 38 indicates the State is considering revising the 6.3.a. Cost Worksheet to include a sliding scale and the manner in which it would be used. If this is being done in a future RFP Amendment, when can we expect this decision to be made and the revision to be issued?</p>	<p>After further consideration, the State has decided to proceed with the RFP as drafted.</p> <p>Population projection information is being added by item 3 – RFP Attachment 6.27 below. This data is being provided for informational purposes only and is NOT to be considered a guarantee of future offender population(s) by the State.</p> <p>The State anticipates working closely with the awarded vendor on cost-containment strategies as well as providing information on facility mission and offender population changes.</p>
<p>3 In regards to RFP Section A.18.a., b., c., and d. and as amended: the overall information provided for the current staff in Attachments 6.8, 6.9 and 6.22 is somewhat confusing. Is it possible that the State can revise the format of this information and reissue the employee information broken down by each facility (to include TRICOR) with only the following:</p> <p>Facility Name (primary sort component) Employee Name (if not confidential) Position (including vacant positions) Salary Hire Date</p>	<p>Information concerning TDOC food service and TriCor positions have been re-formatted as requested and will replace ProForma Contract Attachment 6. Because TriCor position information has been incorporated into Revised RFP Attachment 6.8 and ProForma Contract Attachment 6, RFP Attachment 6.9 and ProForma Contract Attachment 7 have been deleted. These changes are reflected in items 7 and 8 below.</p> <p>It is not the State's practice to include employee names in procurement documents.</p>
<p>4 Additionally, can the State designate the appropriate date that should be used to establish the 5 years of service given the status of the project at this time (as in June 30 or July 1).</p>	<p>The date to establish years of service will be determined by the actual contract start date. The State anticipates it will be August 15 or later. The State cannot be more definitive at this time.</p>
<p>5 {Vendor reference removed} requests that an extension of the due date be issued that allows for three (3) weeks after the State responds to these questions, the Cost Worksheet revision, or any other subsequent questions.</p>	<p>As outlined in Amendment 5 and confirmed in item 1 above, the schedule of events has been revised as requested to allow sufficient time for proposal development and submission.</p>

3. A question has been raised at the agency whether sufficient facility population information such as projections have been provided so that proposers can determine their cost proposals appropriately. The Excel spreadsheet 'Population' is being provided as RFP Attachment 6.27. to address this oversight. This document reflects population projections for all incarcerated offenders under TDOC supervision, including those housed in county jails and privately managed prisons. County jails and privately managed prisons are beyond the scope of this procurement.

4. Delete ProForma Contract Section A.18.D. in its entirety and replace it with the following:

A.18.D. EMPLOYEE TRANSITION PROCESS:

1. There are currently State employees working in food service positions, and whose positions appear in **Revised RFP ATTACHMENT 6.8**. The positions highlighted in yellow in both documents are State positions that the Contractor will have to make offers of employment as an employee of the Contractor. Said offer shall be at least 120% of

employees' current base salary. Benefits will be the contractor's standard package. For a period of 120 days, these employees may only be terminated for cause.

2. State employees outlined in Revised RFP Attachment 6.8 with a full sixty months or more of service credit as of the end of the contractor transition period, will have the option for employment with either the State at their current salary or with the Contractor at 120 percent of their current salary.
3. State employees with fewer than sixty months service credit as denoted in Revised RFP Attachment 6.8 will ***not*** have the option of remaining with the State. The positions offered by the Contractor must be at 120 percent of the employee's current salary. Upon acceptance of the Contractor's offer, said employees must be retained by the Contractor for a period of 120 days unless terminated for cause.
4. The effect on the maximum liability is outlined in section C.3.c. State staff outlined in Revised RFP Attachment 6.8 may choose to remain as employees of the STATE or transfer to another State position.
5. Those employees whose positions were listed in Revised RFP Attachment 6.8 and who choose to remain with the STATE will continue to provide food services within the scope of services delineated in the contract. State employees who elect to stay with the State may report to the facility Fiscal Director and/or to a State Contract Monitor (Section A.53). The determination of who the remaining State employees report to will be made by the State.
6. Upon award of the Contract, all vacant State food service positions listed in Revised RFP Attachment 6.8 will be designated contract positions. Any State position that is vacated for any reason will be designated as a contract position immediately.
7. Cook-Chill employees whose positions are outlined in Revised RFP Attachment 6.8 must be offered employment by the Contractor at 120 percent of their current salary. Cook-Chill employees are to be offered employment regardless of their tenure in their current positions. If a Cook-Chill employee elects not to accept the Contractor's offer of employment, the Cook-Chill employee will either be subject to a reduction in force OR can accept a position with TriCor for which they are qualified. The State does not anticipate Cook-Chill positions vacated by employees accepting Contractor offers of employment becoming Contractor positions.

5. Delete ProForma contract section A.69 and replace with the following:

A.69. If the State determines it is in its best interest to change the mission or offender population of any of its facilities throughout the contract term, the Contractor will be expected to work with the State in adjusting services including but not limited to diets, menus and staffing patterns. The State makes no guarantees of a minimum inmate population at any State facility.

6. Add the following as ProForma contract section A.70:

A.70 A glossary of terms common to State correctional operations and which may be part of food service operations and transition planning is included as Contract Attachment 8. The terms are found within the contract itself and throughout RFP 32901-31294. Glossary terms may be added or removed from the glossary as part of an RFP amendment as the State deems necessary.

7. Delete ProForma Contract Attachment 6 in its entirety and replace with Revised ProForma Contract Attachment 6.

8. Delete RFP Attachment 6.8 in its entirety and replace with Revised RFP Attachment 6.8

9. **Delete RFP Attachment 6.9 and ProForma Contract Attachment 7 in their entirety. Cook-Chill positions have been incorporated into Revised ProForma Contract Attachment 6 as requested in the State's response to Question 3 in item 2 above.**

10. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.