

WCRJC – School Food Authority (National School Lunch Program Requirements)

1. 21-Day Cycle Menu Requirements

- Should the proposal include a full 21-day NSLP-compliant cycle menu **for breakfast, lunch, and afterschool snack**? Can the vendor propose a 28-day cycle menu?

Answer: Yes the proposal should include a NSLP compliant menu for breakfast, lunch, and afterschool snack. A 28 day menu cycle is acceptable.

2. Buy American Provision

- Will the County provide a list of historically purchased non-domestic exception items, if applicable?

Answer: The sourcing of the food was questioned in our last NSLP audit. Our current food service provider orders the food so I do not have a list to provide.

3. Meal Pattern Complexity

- Are there unique restrictions (e.g., no pork products—confirmed in Exhibit 1) beyond USDA requirements?

Answer: No. The WCRJC qualifies as an Residential Child Care Institution (RCCI) under USDA guidelines, so all lunches and breakfasts (7 days a week) must meet NSLP requirements.

4. A la Carte Services

- For clarification, does the WCRJC currently offer a la carte meals and want them converted to meals served using the “Meal equivalency Factor? If so, please provide items and historical participation.

Answer: This was required to be put in to the RFP by MDE (Minnesota Department of Education). However, the WCRJC has never needed (nor intends to need) A la Carte Services.

5. Projected Meal Counts

- Will the County provide historical meal counts for NSLP services (breakfast, lunch, snack)?

Answer: We average around 65 meals per day. Currently we provide our lunch count in the morning and then in the afternoon we provide our evening meal count (that will also be the same as our breakfast count).

6. Production Records

- Does the WCRJC require daily production records to be submitted electronically or in hard copy?

Answer: Yes. A hard copy should be provided with the meal. The FSMC should also keep a copy as to What food was planned, how much food was prepared, did the meal meet USDA meal pattern requirements? (The WCRJC will document the actual meals served – for NSLP requirements).

7. Financial Reporting Access Requirements

- What type of access will the FSMC need to provide—full general ledger detail, invoices, cost reporting, or summarized monthly reporting?

Answer: The requirement is to comply with NSLP standards and this would include providing NSLP auditors with requested information. The WCRJC requires the FSMC to comply with NSLP audit.

8. Delivery Logistics & Transportation

1. County Vehicle Use

- Is the vehicle dedicated to food service, and does the County cover maintenance, fuel, and insurance?

Answer: The WCRJC does not require a vehicle for food service deliveries as the WCRJC entrance is located about 100 feet outside of the exit of the jail/kitchen.

The Detox requires the food to be transported. The county provides the vehicle and pays for all fuel and maintenance. The county insures the vehicle but the FSMC carries the liability for it's employees who drive it.

2. Backup Transportation

- If the county vehicle is unavailable, must the vendor supply a substitute vehicle?

Answer: the county will always have a vehicle to use for food service deliveries to the Detox facility.

3. Warming Cart Capacity

- What is the capacity of the warming cart used for WCRJC deliveries?
- Does the vendor need to provide additional carts?

Answer: Not sure of the exact size. The food comes over in standard stainless steel tubs that fit in the warming cart. We will provide additional carts if necessary.

9. Staffing Questions

1. Staffing Levels

- What is the current staffing model (number of cooks, aides, supervisors)?

Answer: I don't know our current FSMC's model.

2. Background Check Requirements

- Exhibit 1 references that WCRJC manager background checks follow Correctional Facility standards.
Are there any unique restrictions or waiting periods that vendors should plan for at the WRCJC?

Answer: The only background requirements are done by the Jail. FSMC employees have no access to our youth and only deliver the meals in bulk to our front lobby. The WCRJC staff brings the cart back to the jail sally port after each meal.

3. Training Requirements

- Must all vendor staff complete County-provided training (PREA, security orientation, etc.)?

Answer: See above, these are done per jail's policies. No vendor staff will have contact with our residents and only deliver food to the front public lobby where WCRJC staff come and get it.

10. Pricing & Billing Questions

1. Meal Refusal Policy

- When a meal is refused (temperature, quality, timing), must the replacement meal be delivered immediately or on the next meal cycle?

Answer: We will need the meal replaced immediately

2. Price Change Policies

- After the first contract term, will annual price adjustments for non-WCRJC meals be capped (e.g., CPI-Food Away from Home) or negotiated freely?

Answer: After the initial contract term, any proposed price adjustments for meals served to non-WCRJC facilities must be submitted annually for County review and approval. There is no automatic or guaranteed price escalation, including CPI-based adjustments.

Any proposed increase must be reasonable, necessary, and allocable to documented changes in food, labor, or regulatory compliance costs, including those required to maintain compliance with the National School Lunch Program (NSLP). All adjustments must comply with federal procurement requirements under 2 CFR 200 and applicable USDA Child Nutrition Program regulations.

The County reserves the right to approve, deny, or negotiate any proposed price adjustment. Approval of any increase is not guaranteed and shall be subject to County and Board approval, as applicable.

The Contractor shall not offset costs associated with NSLP compliance at the WCRJC by increasing prices charged to non-WCRJC facilities. All pricing must be transparent and independently justified.

3. Requisition Pricing

- The RFP states that requisitioned items cannot exceed **10% over the vendor's cost**.

Question: What documentation is required to verify vendor cost?

Answer: The invoice/receipt the contractor paid for the product.

11. RFP Exhibits & Missing Information

1. Exhibit A – Requisition Item List

- The main RFP references an Exhibit A listing requisitioned items, but it was not included in the materials attached.

Question: Will the County provide the complete Exhibit A inventory?

Answer: The WCRJC will only need bread, milk, and cereal to be available.

2. Sample Contract Templates

- Will the county please provide the current contract template for the WRCJC?

Exhibit 1 indicates that the standard MDE FSMC contract will be used.

Question: Will a draft version be provided during the question period?

Answer: See attached from MDE

Contract Term Clarification:

- The RFP document titled, Food Service RFP 2026, Section 1. Introduction: requests that proposals are for combined services at all 3 locations, however the contract terms for the Correctional facility and Detox Facility have the options to extend beyond the terms allowed for the Juvenile (noted below).

*The RFP document titled, Food Service RFP 2026, Section III. Contract Terms state contract dates are from **2/7/2026 – 6/30/2027**, with options to renew for up to four additional one-year terms. These options run through **6/30/2031**.*

*The RFP document titled Exhibit 1 WCRJC states different contract terms for the WCRJC, showing **2/7/2026 – 6/30/2026**, with options to renew through **6/30/2029**.*

Q.1 Trinity would like to confirm that these renewal options should not align and ask if pricing can be adjusted for the remaining years to address the removal of the Juvenile center.

Answer to Q.1:

Clay County requires that all three facilities; Clay County Jail, Clay County Detox, and the West Central Regional Juvenile Center (WCRJC), be served by the same Food Service Management Company (FSMC), unless the Clay County Board takes formal action to separate these services. Being that the WCRJC operates as a School Food Authority (SFA), the County's FSMC contracts must ultimately align with the public-school fiscal year (July 1 – June 30).

Because the County's current food service contract ends on February 6, 2026, food services must begin on February 7, 2026. To properly transition to the July 1 fiscal year while demonstrating the County's commitment to competitive procurement, the County has established an initial contract term ending June 30, 2027, for the Jail and Detox facilities.

The WCRJC operates as a School Food Authority (SFA) under the Minnesota Department of Education (MDE). MDE requires specific contract term structures for SFA-related food service contracts. The contract periods outlined in Exhibit 1 for the WCRJC are designed to meet MDE requirements. Accordingly, the WCRJC will be bound to the term structure presented in Exhibit 1.

It is the County's intent that the WCRJC contract will renew on June 30, 2026, and subsequently align with the terms of the other two County facilities beginning July 1, 2026. The only circumstance in which the WCRJC contract would not renew is if the FSMC

willfully fails to meet National School Lunch Program (NSLP) requirements and does not correct deficiencies identified through any MDE-issued corrective actions.

To the specific question:

If renewal option periods between the three facilities do not align, the county will not allow adjustments to contracted pricing for the remaining year(s). Any modification to contract pricing or terms would require formal approval by the Clay County Board.

Note: The pricing for the 3 facilities can be different as each facility has different needs.

Q.2 Should the juvenile bid price be held from 2/7/2026 – 6/30/2026 or – 2/7/2026-6/30/2027.

Answer to Q.2:

The juvenile bid price should be held at 2/7/26 - 6/30/26 and anticipate the renewal terms as outlined.

- The RFP document titled Exhibit 1, B. Contract Type includes a termination clause; The standard contract may be terminated for cause by either party with 60 days' notice. The contract may be terminated for convenience only upon mutual agreement of both parties.

Q.1 Does this apply to the combined services contract or only to services at the WCRJC?

Answer to Q.1:

This would be apply to the combined services contract.

Evaluation Criteria Clarification:

- The RFP document titled, Food Service RFP 2026, Section XI. Evaluation Criteria is different than the Evaluation Criteria on Form F, included in RFP Document Forms A-M.

Q.1 Which criteria will be used to evaluate the combined RFP? If the criteria from the RFP document titled, Food Service RFP 2026, Section XI. Evaluation Criteria will be used. Are there point values assigned for each category?

Answer to Q.1:

The evaluation criteria contained in the document titled *Food Service RFP 2026*, Section XI, will serve as the primary criteria used for evaluating the combined RFP. Contract awards made by Clay County are determined through formal action of the Clay County Board. The criteria identified in Section XI represent the factors the Board will review when considering proposals. Clay County does not use a point-based scoring system for these criteria; evaluation and final selection are made at the Board's discretion.

The evaluation criteria contained in Form F (Exhibit 1) relate specifically to the West Central Regional Juvenile Center (WCRJC) as required by the Minnesota Department of Education for School Food Authority procurements. The WCRJC will use the Form F criteria to complete its required evaluation. The results of that evaluation will then be submitted to the Clay County Board for consideration and inclusion in the Board's final determination.

Price Proposals

Q.1 Will the county consider an alternative sliding-scale price proposal where the price per meal fluctuates based on the average number of meals served?

Answer to Q.1:

Yes. The county will consider an alternative sliding-scale based upon the number of meals served.