



ROBERT G. ANDERSON
EXECUTIVE DIRECTOR

REQUEST FOR PROPOSALS (RFP)

OLDER ADULT NUTRITION PROGRAM (OANP)

RFP No. 20200102 OANP

RFx 3180001111/ 3120002023
Issue Date: July 1, 2020

CLOSING LOCATION

Mississippi Department of Human Services
200 South Lamar Street
Jackson, Mississippi 39201

CONTACT

Wendy Wilson & Peyton Clark
(601) 359-4500
ProcurementServices@mdhs.ms.gov

CLOSING DATE & TIME

Proposals must be received by August 14, 2020 at 9:00 AM, Central Time

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SECTION 1

1.1 PROPOSAL ACCEPTANCE PERIOD

Respondents must submit one (1) original and eight (8) copies in a sealed envelope or package to the following (mailed or hand-delivered), no later than the time and date specified for receipt of proposals:

**MDHS Procurement Services
RFP #20200102 OANP
200 South Lamar Street
Jackson, Mississippi 39201**

The eight (8) copies MUST meet the following requirements:

- One (1) physical copy of the original signed proposal; and
- Seven (7) USB flash drives containing an electronic copy of the original signed proposal in a searchable Adobe Acrobat (PDF) format

Timely submission is the responsibility of the respondent. Proposals received after the specified time shall be rejected and retained unopened as part of the procurement file. The envelope or package shall be marked with the proposal opening date and time, and the number of the request for proposals. The time and date of receipt shall be indicated on the envelope or package by the Mississippi Department of Human Services (MDHS), Division of Budgets and Accounting, Procurement Services. Each page of the original proposal and all attachments shall be identified with the name of the respondent. Modifications or additions to any portion of the procurement document may be cause for rejection of the proposal. MDHS reserves the right to decide, on a case by-case basis, whether to reject a proposal with modifications or additions as nonresponsive. As a precondition to proposal acceptance, MDHS may request the respondent to withdraw or modify those portions of the proposal deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

1.1.1 Timeline

Request for Proposals Released:	July 1, 2020
Questions and Requests for Clarification Deadline:	July 15, 2020, 2:00 PM, CT
Anticipated Posting of Written Answers to Questions:	July 22, 2020
Proposal Package Submission Deadline:	August 14, 2020 at 9:00 AM, CT
Proposal Opening:	August 14, 2020 at 10:00 AM, CT
Proposal Evaluation:	August 17, 2020
Anticipated Date of the Notice of Intent to Award	August 28, 2020
Anticipated Post-Award Debriefing Request Due Date:	September 2, 2020, 5:00 PM, CT
Anticipated Post-Award Debriefing Held-By Date:	September 8, 2020, 5:00 PM, CT
Anticipated Protest Deadline Date:	September 4, 2020 at 12:00 Noon CT
Term of Initial Contract:	October 1, 2020-September 30, 2023

Note: The MDHS reserves the right to adjust this schedule as it deems necessary. MDHS also has the right to reject any and all proposals during any step of the procurement or awarding process (even after negotiations have begun).

1.1.2 Rejection of Proposals

Proposals which do not conform to the requirements set forth in this Request for Proposals may be rejected by MDHS. Proposals may be rejected for reasons which include, but are not limited to, the following:

- 1) The proposal contains unauthorized amendments to the requirements of the Request for Proposals.
- 2) The proposal is conditional.
- 3) The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous.
- 4) The proposal is received late.
- 5) The proposal is not signed by an authorized representative of the party.
- 6) The proposal contains false or misleading statements or references.
- 7) The proposal does not offer to provide all services required by the Request for Proposals.

1.2 EXPENSES INCURRED IN PREPARING OFFERS

MDHS accepts no responsibility for any expense incurred by the respondent in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the respondent.

1.3 PROPRIETARY INFORMATION

The respondent should mark any and all pages of the proposal considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. In addition, the respondent shall submit a completed Proprietary Information Form, attached to this RFP as **Attachment A**.

1.4 REGISTRATION WITH MISSISSIPPI SECRETARY OF STATE

By submitting a proposal, the respondent certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within five (5) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

1.5 DEBARMENT

By submitting a proposal, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi. The respondent shall submit a completed

Debarment Verification Form, attached to this RFP as **Attachment B**.

1.6 COMPETITIVE PROPOSALS

Discussions may be conducted with respondents who submit proposals determined to be reasonably susceptible of being selected for award. Likewise, MDHS also reserves the right to accept any proposal as submitted for contract award, without substantive negotiation of proposed terms, services or prices. For these reasons, all parties are advised to propose their most favorable terms initially.

1.7 ADDITIONAL INFORMATION

Questions about the contract portions and technical portions of the procurement document must be submitted in writing to Wendy Wilson and Peyton Clark at 200 South Lamar Street, Jackson, MS 39201 or ProcurementServices@mdhs.ms.gov.

Respondents are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document.

1.8 ACKNOWLEDGEMENT OF AMENDMENTS

Respondents shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgement must be received by MDHS by the time and at the place specified for receipt of proposals.

1.9 TYPE OF CONTRACT

The agreement potentially resulting from this RFP will be a Memorandum of Agreement (MOA) between the awarded vendor and MDHS. The MOA will serve to memorialize a uniform pricing schedule for providing services to Area Aging on Agencies (AAA) working in coordination with MDHS for the Older Adult Nutrition Program (OANP).

Compensation for services will be in the form of a Fixed Price with Price Adjustment agreement.

1.10 WRITTEN PROPOSALS

All proposals shall be in writing.

SECTION 2

2.1 PURPOSE

The purpose of this document is to provide minimum specification requirements to prospective vendors (hereinafter known as "vendor(s)") wishing to submit a proposal to provide services for the Older Adult Nutrition Program (OANP), formerly known as the Elderly Nutrition Program in the State of Mississippi. A proposal submission for the statewide agreement shall constitute tacit recognition and acceptance of the provisions

outlined in this document. Any silence, absence, or omission from the Request for Proposals (RFP) or the resulting agreement concerning any point of the food service operation shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (food, supplies, etc.) and workmanship of a quality that would normally be specified by MDHS are to be used.

Adherence to these requirements by the vendor receiving this agreement will be strictly enforced by the Division of Aging and Adult Services (DAAS), Mississippi Department of Human Services (MDHS), and strictly monitored by MDHS. The DAAS or its agent reserves the right to make on-site inspections of preparation sites and food-carrying equipment prior to awarding the agreement and any time thereafter.

It is understood that any agreement resulting from RFP NO. 20200102 OANP may require approval by the Public Procurement Review Board (PPRB). If any agreement resulting from RFP NO. 20200102 OANP is not approved by PPRB and/or OPSCR (if required), it is void and no payment shall be made.

2.2 GENERAL INFORMATION

2.2.1 Statewide Capability

MDHS, DAAS is seeking to establish one (1) statewide agreement. The vendor will be selected to provide approximately 20,000 - 30,000 breakfast and/or lunch meals per day, five to seven (5-7) days per week for twelve (12) months for an average of 240 to 250 serving days per year to approximately 241 nutrition sites (hereinafter referred to as sites) located in all 82 counties of the state. The food must be in a ready-to-serve bulk, pre-plated, frozen, shelf-stable, or picnic form. The vendor must be able to provide services to additional sites as the program expands, including the availability of Medical Nutrition Therapy meal replacements if the Area Agencies on Aging (AAAs) Directors wish to offer this option.

2.2.2 Cost-Per-Meal Criteria

2.2.2.1 Proposed Meal Prices - Proposed meal prices shall be submitted on Attachment C for each meal type listed in Section 2.4.8.2, Meal Types, and shall be the complete price delivered to the nutrition sites, with no special meal costs for meals delivered for holidays and/or special events. The price of picnic meals shall not exceed the price of bulk meals. The vendor shall include supporting documentation and specific information explaining how the meal cost was calculated. A low proposal price will not necessarily be the deciding factor.

2.2.2.2 Delivery Charge - The delivery charge submitted shall be for meals delivered by the vendor directly to the homes of participants. The vendor shall provide a system that verifies the delivery of meals to each home as stated in Section 2.4.9.3, Delivery Options, and shall be advised by the AAAs if and when such delivery service may be desired.

2.2.2.3 Meal Price Changes - Proposed meal price changes by the vendor shall be submitted to the DAAS, MDHS, for review by May 15th of each ensuing year if the agreement is extended. The letter of request shall include a justification for each meal price change with attached supporting documentation as detailed on Attachment D 1-4. The requested price increases shall not exceed the change in the Consumer Price Index (CPI), All Urban Consumers, South Region, Food Away from Home, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the previous twelve (12) month period.

2.2.3 Compliance

2.2.3.1 The vendor who is awarded this agreement must have demonstrated by past experience the capability to comply with and implement all the nutritional and logistical aspects required for agreement performance and shall assure that the company will:

- a. Comply with all regulations and statutes appropriate to the conduct of the Older Adult Nutrition Program by the U.S. Department of Health and Human Services, Administration on Aging, U.S. Department of Agriculture, Mississippi Department of Human Services, Division of Aging and Adult Services, and the Mississippi State Department of Education; and
- b. Administer the program in accordance with the provisions of Title III, Part C, of the *Older Americans Act* of 1965, as amended, (P.L.102-375; 42 U.S.C. sections 3030e, et seq.); its implementing rules and regulations as found in the *Federal Register*, August 31, 1988, 45 CFR, Parts 1321, 1326, and 1328; *Federal Register*, August 20, 1982, 7 CFR, Part 226; and any and all other federal and state laws which are applicable to the Older Adult Nutrition Program.

2.2.3.2 The vendor who is awarded this agreement shall implement the provisions of the agreement within ninety (90) days after its award.

2.2.3.3 The agreement shall remain in effect until terminated by either the:

- a. Vendor who shall give the DAAS, MDHS one hundred twenty (120) days prior written notice of the intention to terminate as of the date specified; or
- b. DAAS, MDHS, who shall give the vendor ninety (90) days prior written notice of the intention to terminate as of the date specified.

2.2.4 Non-Compliance

If the selected vendor fails to accept and sign the mutually negotiated agreement, that vendor shall be disqualified and the State shall negotiate with the next ranked respondent until an agreement is successfully negotiated or the State elects to cancel the procurement.

2.3 DEFINITIONS

Area Agency on Aging (AAA):

The ten (10) Planning and Development Districts are designated as Area Agencies on Aging and are legally responsible for planning, managing, and providing services for senior citizens within their respective regions. For the purposes of this RFP, these organizations are partnering with the Mississippi Department of Human Services, Division of Aging and Adult Services to procure a statewide meals agreement.

Destination Points:

Points of delivery of meals by the vendor (AAA or service provider/subrecipient distribution centers, AAA or service provider/subrecipient nutrition sites, individual customer homes)

Meal Serving Site:

Where meals are served or packed for distribution to drivers for delivery to home-bound customers.

Service Provider/Sub Recipient:

A community based entity under agreement to an Area Agency on Aging to provide services for the elderly nutrition program through the operation of a serving site.

Frozen Milk-Alternative Meal:

A Frozen meal which meets the nutritional requirements set forth in Section 2.4.5 Meal Standards, however does not provide milk to drink in the daily menu. This does not mean that meal is dairy-free, all and any dairy products are allowed in recipes, but milk to drink is not included in the nutrient analysis. This is an alternative frozen meal for programs that want to offer frozen meals to participants, but realize the waste of providing only powdered milk to drink. Programs may still purchase milk to drink such as for Adult Day Care Centers which will only enhance the nutritional quality of the meal. The Administration for Community Living (ACL) does not require milk as a meal component, just that the nutrient needs are met. Adult Day Care Center programs that participate in the Child and Adult Care Food Program (CACFP) must provide fluid milk with lunch.

2.4 SCOPE OF SERVICES

2.4.1 Operating and Reporting Requirements

2.4.1.1 Operating Requirements - The vendor shall fulfill the following operating requirements:

2.4.1.1.1 Performance Bond - Submit to the DAAS, MDHS, within thirty (30) days after the agreement is awarded, a performance bond equal to five percent (5%) of the annual cost of service provided in a form acceptable to the DAAS, MDHS, with a surety company authorized to do business in the State of Mississippi, made payable to the Mississippi Department of Human Services, and covering the entire agreement period.

2.4.1.1.2 Operating Expenses - Pay all fees, licenses, taxes, and other

expenses required to operate under this agreement.

2.4.1.1.3 Invoices - Submit an invoice to each of the Area Agencies on Aging (AAAs) weekly.

2.4.1.1.4 Production Sites

- a. **Hot Meals** - Maintain a sufficient number of hot meal production sites, strategically located throughout the State and/or in a contiguous state if a production site in said contiguous state can better serve an area than one within the state such that the period time from when a hot food is finished cooking to when it is served to a participant is not greater than six and one half (6.5) hours;
- b. **Frozen Meals** - Maintain a United States Department of Agriculture (USDA) inspected frozen meals facility or purchase meals from a USDA inspected frozen meals facility as described in Section 2.4.9, Frozen Meals, to fulfill the growing frozen meals obligations of this agreement; and
- c. **Closure, etc.** - Notify the DAAS in writing at least thirty (30) days prior to any closure, suspension, or change in function of any production site during the agreement period and outline the proposed action and the reason for such action.

2.4.1.1.5 Subcontracts - May not subcontract any portion of the agreement with another food service company without express written approval from the DAAS. May subcontract a small number of meals to an independent provider/food service company approved by the DAAS and shall negotiate specific terms of such subcontract.

2.4.1.1.6 Food Safety and Sanitation

- a. Comply with the most current edition of the Mississippi State Department of Health's *10.0 Regulation Food Code* and meet any new and/or additional State Health Department standards for safety and sanitation regarding food, equipment, and supplies used in the storage, preparation, and delivery of meals in this agreement;
- b. Have current inspection documentation from the local health and fire departments posted and maintain the same for the duration of the agreement;
- c. Have HACCP (Hazard Analysis and Critical Control Point) policy and procedures and employ the principles in the receiving and storage of food, recipe development, and meals preparation and delivery related to this agreement;
- d. Have product recall policy and procedures related to food/meals in this agreement and, if necessary, implement the same to prevent a public health hazard and notify the DAAS and other appropriate persons/agencies (Section 2.4.11.4, Emergency Management/Product Recall);

- e. Meet specific time and temperature requirements to keep food for this high risk population out of the danger zone.

The vendor will monitor food and equipment temperatures as needed to ensure that food temperature standards are followed. Temperature logs that include temperature readings, date and time will be maintained and will become a permanent part of the production records. The equipment shall maintain the following temperature ranges or meet the most current Mississippi State Department of Health standards for food safety. At a minimum, the following must be standard practice:

- 1) Hot food, bulk or pre-plated may not be portioned, packaged or placed in carriers before 4:30 a.m.

Hot food shall be packed at 165° Fahrenheit or above. The vendor will keep records of the time and food temperature at the point that food portioned and packaged for transport, i.e., removed from cooking device, and covered. This will be defined as end of cooking.

Exception: In order for hot foods to retain their heat, the AAA will agree to provide an order of twenty (20) meals, either bulk or pre-plated, to the vendor for each site. The vendor and AAA may make an agreement for orders less than this amount, due to low participation in some rural areas of the state, however temperature standards must be maintained.

- 2) **Cold food** shall be packed at 40° Fahrenheit or below, placed in insulated food carriers designed to protect the meals from contamination during transport, and be measured for the temperature. If the temperature is safe, the insulated food carriers will be placed at an agreed-upon site location, and holding temperature maintained no higher than 40° Fahrenheit in the carrier until the food is served or packed for the homebound.

2.4.1.1.7 Client Satisfaction Survey - Conduct a client satisfaction survey, either created or approved by the DAAS dietitian, at all sites at least twice a year (prior to the second and fourth quarter menu cycles described in Section 2.4.8, Meal Planning) and send an evaluation of the data to the dietitians assigned to this agreement, the menu systems dietitian(s) and the dietitian who compiles the semi-annual self-assessment reports (B, 3 below), and to the DAAS.

2.4.1.1.8 Daily Sample - Freeze a sample meal daily from each production site; date, label, store, and retain the frozen sample for 72

hours.

2.4.1.2 Reporting Requirements

2.4.1.2.1 Records Retention - The vendor shall fulfill the following:

- a. Retain full and accurate sales and procurement records related to this agreement for a minimum of three (3) years after the end of the federal fiscal year to which they pertain or any other period which the federal Administration for Community Living (ACL) or the state DAAS may require;
- b. Obtain written approval from the Mississippi Department of Human Services prior to the destruction of any records pertaining to this agreement; and
- c. Allow authorized auditors and officials, upon request, access to all such records for audit and review at a reasonable time and place and allow authorized individuals to conduct on-site reviews of the food service operation related to this agreement.

2.4.1.2.2 Semi-Annual Meal Numbers Report - The vendor shall send the DAAS a record of the number of meals paid for per meal type per AAA the first of May following the middle of each federal fiscal year and the first of November following the end of each federal fiscal year.

2.4.1.2.3 Semi-Annual Self-Assessment Report - The vendor shall submit to the DAAS a self-assessment report twice a year (first of May and first of November) that contains, but is not limited to, the items listed below. (All categories may not apply and/or, therefore, may not be contained in every report.)

- a. Summary findings and corrective action taken as indicated from (1) on-site and (2) desktop monitoring of each production site. (The desktop monitoring should include a sample review of daily meal ticket information, separated by commissary, which may consist of routine shortages, meals out of temperature, inadequate food quality, and client acceptance or rejection of items, etc.);
- b. Summary findings and corrective action taken from nutrition site monitoring conducted by the dietitian(s) and/or quality assurance team;
- c. Summary of various training for: - Production site personnel in-service, sanitation and security inspections AAAs, service providers, site personnel, etc.;
- d. Summary of the data from the vendor's semi-annual client satisfaction survey(s);
- e. Critique of special studies done and/or proposed delivery time, temperature, etc.;
- f. Record of contributions made to the aging network (involvement in and/or sponsorship of special events, published articles, community education, etc.); and
- g. Any other information that the DAAS requests.

2.4.1 Statewide Delivery/Capability

2.4.2.1 Daily Meal and Site Numbers

The vendor must be able to provide approximately 20,000 to 30,000 breakfast and/or lunch meals per day five to seven (5 to 7) days per week for twelve (12) months per year for an average of 240 to 250 serving days per year to approximately 175 nutrition sites located in all 82 counties. The vendor shall deliver a minimum of twenty (20) total meals to each site each day. However, fewer than twenty (20) frozen meals may be supplied to a site if delivered less than five (5) days a week.

The food must be in a ready-to-serve bulk, pre-plated, frozen, shelf-stable, or picnic form and each site must be provided a daily printed serving guide sheet stating the appropriate utensils to use. On the serving guide sheet or on a separate sheet, the vendor shall have a short nutrition education topic that can be read aloud to the congregate participants.

2.4.2.2 Expansion Capability

The vendor must have the capability and flexibility to provide meals and services to additional sites as the program expands or to relocate existing meal service from one site or county to another when requested. The vendor shall also be able to replace and/or expand from one type of meal to another, upon request. The AAA shall establish and/or change site allocations and shall notify the vendor in writing two (2) weeks prior to opening, closing, or changing a site allocation, except in an emergency.

Should the AAA make an inquiry, the Vendor shall be able to offer a web-based system or electronic based method for ordering and tracking of meals from the AAA. The vendor must also be able to offer an electronic system for tracking congregate and home delivered site participants or demonstrate compatibility with an existing tracking system on the market. This does not need to be calculated in to the proposed meal prices, unless a system already exists that would not influence the meal cost, but would instead be an option for technological advancement.

2.4.2.3 Designated Holidays

Nutrition sites will be open five (5) days per week for an average of 245 - 250 days per year, except for the holidays listed below when they will be closed and meals will be provided only for the homebound.

*Some AAAs may elect to close sites between Christmas and New Year's, resulting in an average of 245 serving days for those AAAs. Designated holidays are as follows:

- New Year's Day*
- Robert E. Lee's/Martin Luther King's Birthday
- Presidents Day

- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve or Day after Christmas*
- Christmas Day*

For the days when the sites will be closed, shelf-stable meals packed in single units shall be delivered to the homebound participants and delivered in bulk quantities to the congregate sites up to two (2) days before the holiday(s). (For example, when a holiday falls on Monday, shelf-stable meals should be delivered on the prior Thursday to allow for corrections to be made on Friday.) State Nutrition Coordinators/service providers shall order the number of holiday meals needed for the homebound via fax or electronically at least two (2) weeks prior to the holiday.

2.4.2.4 Delivery Hours, Schedule, and Tickets

2.4.2.4.1 Delivery Hours - Bulk and pre-plated food shall not be packed for delivery until the day the food is to be eaten (except for non-hazardous food such as bread, cookies, etc. which may be packed earlier) and shall not be placed into food carriers earlier than 4:30 a.m. Delivery trucks shall not leave the production facility earlier than 5:30 a.m. and all meals shall be delivered to all sites no later than 11:00 a.m., with 11:00 a.m. being the last stop on the route. No hot food may be held for longer than 6 ½ hours from the end of cooking time until serving time. The vendor must provide each site with hot and cold holding equipment, a Daily Log of Time and Temperature, showing what time the meal was packaged and the temperature, and the time it was delivered to the site and the temperature recorded, before the delivery driver leaves. No homebound meals will be delivered before 7:00 a.m. and no later than 6:00 p.m.

2.4.2.4.2 Delivery Schedule/Routes - Having regular, predetermined delivery schedules for meals and supplies shall be considered an integral part of the agreement and every effort shall be made to deliver meals and supplies to the sites according to the prescribed delivery schedule.

- a. The vendor shall develop delivery routes so that the delivery radius and transit times are within the times set above, with food temperature being taken upon packaging before leaving the food preparation site and at delivery;
- b. One week prior to the beginning of the agreement period, the vendor shall provide each State Nutrition Coordinator/service provider with the actual planned delivery route(s) for that AAA and furnish periodic updates or revisions as necessary; and

- c. Meals may not be left outside a site unattended.

2.4.2.4.3 Delivery Tickets

2.4.2.4.3.1 Bulk/ Preplated meals and liquid milk -The vendor driver shall unload meals and measure the temperature or assist the site manager in measuring the temperature of all hot and cold (not frozen) foods, and recording the time and temperature measurements on the ticket.

a. If the site has heating/retherming and chilling equipment, (not an ice chest) and any food items are out of the safe temperature, and time requirements have been met, the driver may leave the food. (The site will then accept responsibility for correcting the temperature.); and

b. If the site does not have any way to bring the food temperatures out of the danger zone, the meals may not be left and alternative meals will be ordered. (Section 2.4.10, Alternate Meal Source Procedures).

2.4.2.4.3.2 Frozen, shelf-stable meals - the driver will place all meal deliveries in the designated food areas of the sites and leave a delivery ticket, printed in triplicate, with the meals. The site manager or his or her representative shall sign the delivery ticket and in so doing acknowledge the number and types of meals and supplies received, or write down on the ticket any discrepancies and any other comments that may be pertinent to the vendor and/or State Nutrition Coordinators/service providers. Meals may not be left unattended, outside a site.

2.4.2.5 Meal Number Orders/Order Changes

The vendor shall maintain the flexibility to change the meal number order per nutrition site when State Nutrition Coordinators/service providers send written changes via fax by or before 2:00 p.m. one day before the requested change is needed. The vendor is not expected to acknowledge order changes via the phone or verbal and/or written messages given to drivers, except in extenuating circumstances. A web-based/electronic ordering system shall be established with the local Area Aging Director if requested.

In bad/inclement/severe weather or other emergencies, orders may be canceled until 4:00 a.m. on the day in question as detailed in Section 2.4.11, Emergency Management.

2.4.2.6 Environmental Practices

The vendor shall have an environmentally sound delivery system regarding the

recycling of any and all goods and the disposal of any and all waste material related to this agreement.

2.4.3 Production Facilities and Equipment

2.4.3.1 Production Facilities

The vendor shall maintain a sufficient number of hot meal production sites, strategically located throughout the state and/or in a contiguous state if a production site in said contiguous state can better serve an area than one within the state, to meet the statewide obligations of this agreement, particularly for time and temperature as specified in the 2009 U.S. and Mississippi Food Codes (Section 2.2, General Information). Note the frozen meal requirements in Section 2.4.9, Frozen Meals.

2.4.3.2 Equipment Standards

All equipment used in the storage, preparation, delivery, and serving of meals must be approved by the National Sanitation Foundation (NSF) and comply at all times with the most current edition of the Mississippi State Department of Health's food safety and sanitation standards in *10.0 Regulations Food Code*.

2.4.3.2.1 Temperatures

All equipment shall be capable of maintaining food at the temperatures listed below or meet current Mississippi State Department of Health standards for food safety at all times:

- a. Hot food shall be maintained at 140° Fahrenheit or above;
- b. Cold food shall be maintained at 41° Fahrenheit or below;
- c. Frozen food shall be maintained at a frozen solid state, at 10° Fahrenheit or below; and
- d. Shelf-stable food shall be maintained in well-ventilated and pest-free dry storage areas at normal room temperature so that contents will remain intact without refrigeration.

Production site personnel shall use an accurately calibrated thermometer and record the temperatures of all food prior to loading. Site personnel shall use an accurately calibrated thermometer provided by the vendor to take food temperatures, when the meal reaches the site, before the meal is served or packed for the homebound and they shall record the temperatures of each pan on the daily meal delivery ticket.

2.4.3.3 Automotive Vehicles

The vendor shall provide and maintain a sufficient number of automotive vehicles properly equipped to keep safe hot and cold food temperatures and quality while transporting food to the sites; the vehicles shall also have adequate space to carry disposable supplies regularly. Vehicles should be cleaned daily and serviced

sufficiently to maintain food quality, sanitation, and delivery schedules.

2.4.3.4 Food Carriers

The vendor shall provide and maintain a sufficient number of insulated food carrying units/containers to keep safe food temperatures and quality until serving time or until food is packed for the homebound. The vendor shall also take all necessary measures to package the food to prevent spillage in the carriers. This includes covering pans with plastic film and/or aluminum foil, using plastic film or wax paper under aluminum foil for any products containing tomatoes or other acidic foods, and training drivers to handle carriers in such a way as to avoid spillage. Individual sectioned and sealed carriers are preferred.

- a. Hot Food Carriers - must be insulated or electrically heated, designed for food service to protect the meals from contamination during transport, placed at an agreed-upon site location, and maintained in the carrier at 140° Fahrenheit or higher until the food is served or packed for the homebound.

These are the minimum requirements for insuring safe hot food temperatures are maintained, however, if the vendor cannot maintain these parameters with their current delivery methods, an alternative better practice must be established with agreement from the DAAS, AAA and vendor.

- b. Cold Food Carriers - must be heavy-duty, doubled-walled, insulated containers capable of holding four-inch deep full-size serving pans.
- c. Eutectic Lid - shall be used to cover all pans holding potentially hazardous or quick-to-melt foods such as, but not limited to, the following: meat salads, coleslaw, potato salad, pasta salad, puddings, and gelatin.
- d. Milk Carriers - shall be fully insulated containers with refrigerator quality plastic liners and preferably a hinged lid and a side spigot to drain melted ice.
- e. Use of Ice in Carriers - Ice may not be packed in cold food carriers prior to 3:30 a.m. on the day of service. Ice must be solid cubes when placed in the cold food carriers, that is, no visible pooling of water. Any melted ice must be drained off from the spigot before food items are packed into the carrier. It will be the mutual agreement of the AAA and the vendor whether ice will be bagged or loose in the cold food container, however whatever option is selected must maintain the temperature of all cold food and beverages below 41° Fahrenheit and frozen meals frozen solid. The milk shall be packed with a minimum of ten (10) pounds of ice per cooler to maintain the temperature below 41° Fahrenheit until serving time. In extremely hot weather, the vendor shall use a minimum of two (2) ten (10)-pound bags of ice for each cooler to maintain the cold temperature

during transport. All food items shall be packaged so that melting ice is prevented from contaminating any part of the meal. Melted ice shall be drained off before bringing the carrier into the meal site.

- f. Temperature Measurement - A carton of milk, placed in a resealable leak proof bag will be provided in each cold food container by the vendor, at no extra charge, for the purpose of temperature measurement, so that a meal participant does not have to consume the test milk.

These are the minimum requirements set forth for maintenance of cold food temperatures, however if the temperature of cold items does not remain below 41°, the vendor, with approval from the DAAS and AAA, must provide an alternative method for insuring acceptable cold temperatures.

2.4.3.5 Serving Utensils

To meet dietary requirements and assure proper portion control, the vendor shall provide one complete set of standard stainless steel serving utensils listed below to each site (two sets to sites serving from two lines) and replace them annually, if needed:

- Two 4-ounce solid spoons 11³/₄" long, or one spoon and one spoodle
- Two 4-ounce slotted spoons 11³/₄" long, or one spoon and one spoodle
- Two pairs of tongs
- One #8 scoop
- One #12 scoop
- One spatula

If a utensil is lost or misplaced, the State Nutrition Coordinator/local service provider/site manager shall request a replacement from the commissary office and it shall be sent with the driver the following day or, if it is not in stock at the time, as soon as it is received from the supplier.

2.4.3.6 Additional Supplies

The vendor shall also provide as requested and replace as needed:

- a. Thermometers which can be calibrated (Sysco Pocket Test Thermometer or equivalent);
- b. Hard rubber containers ("bus tubs") for washing, rinsing, and/or sanitizing utensils; and
- c. All other appropriate equipment or supplies that may be necessary for providing meals for this agreement (Sections 2.4.3, Production Facilities and Equipment and 2.4.4, Disposable Service Supplies).

2.4.4 Disposable Service Supplies

2.4.4.1 Vendor and Site Responsibilities

Serving Site managers shall order disposable service supplies weekly, on day(s) specified by the vendor, based on projected needs. They shall keep a minimum of one week's (five serving days) supplies at each nutrition site at all times, storing them in closed containers on clean shelves above the floor and handling them in a way that protects them from contamination at all times. Site personnel should make every effort to safeguard all supplies from pilferage and/or inappropriate use such as using congregate supplies for home-delivered meals and/or vice-versa. All serving site personnel are supplied by and supervised by the AAA or the AAA sub-recipient.

If, due to storage or delivery limitations, this schedule is not beneficial to both the site and the vendor, an alternative arrangement for supplies is acceptable, if both parties are in agreement.

The vendor shall deliver the requested commercially packaged supplies to the serving sites as soon as possible after they are properly ordered. The vendor should forecast the supply needs of each site based upon the meal counts and the proportion of home-delivered and congregate meals and maintain an ongoing per-site record of supplies delivered. If the vendor deems that the supply usage at a particular site is greater than the projected need, the appropriate AAA nutrition coordinator/service provider should be notified, the situation discussed, and a resolution reached.

2.4.4.2 Congregate Meal Supplies

- Serving Trays
- Styrofoam hinged trays
- Cups
- Condiments - Individually wrapped packets of ketchup, mustard, mayonnaise, salad dressing, tartar sauce, etc., as necessary to complete the meal
- Accessories — Meal kits with fork, spoon, knife, straw, napkin and salt & pepper packets.

NOTE: Congregate sites who package up meals for home-delivery, (per QA standards and Title III guidelines) will use carry-out trays at those sites. This number will be determined with the site manager and commissary manager to provide sufficient amount for delivery, but not excessive.

2.4.4.3 Home-Delivered Meal Supplies

- Carryout Tray - Pre-plated supplied in dual ovenable, laminated paper board, waterproof tray, three (3) compartment tray, approximately 8 ½ x 6 ½ x 1 ½ inches, with one large compartment that can hold 1 cup, and two (2) smaller compartments that can hold 1/2 cup each without

spillover. NOTE: Congregate sites who package up meals for home-delivery, (per QA standards and Title III guidelines) will use carry-out trays at those sites. This number will be determined with the site manager and commissary manager to provide sufficient amount for delivery, but not excessive.

- Cups - 4-ounce and 6-ounce polystyrene cups with lids for cold food.
- Condiments - Individually wrapped packets of catsup, mustard, mayonnaise, salad dressing, tartar sauce, etc. as necessary to complete the meal.
- Sandwich Bags - Waxed or plastic bags 6 ½ x 6 ¾ inches for bread, cookies, cake, etc.
- Accessories - (serving ware, straws, napkins, salt, and pepper).

2.4.4.4 General Supplies

- Gloves - Disposable, polyethylene in large size
- Chlorine Bleach
- Sanitizing/Chemical Strips

2.4.4.5 Available-for-Purchase Supplies

As needed, the AAA may request the following items at vendor cost and shall pay the vendor within thirty (30) days of receipt of invoice:

- Garbage Bags - 22 x 24 x 60 inches
- Asbestos Gloves/Pads
- Beverage Stirrers

Any of the above mentioned items, above what is **reasonable** to serve the number of participants ordered.

2.4.5 Meal Standards

2.4.5.1 State & Federal Requirements

All menus shall conform to the *Older Americans Act of 1965* as amended which requires that each meal:

- a. Comply with the most recent food-based *Dietary Guidelines for Americans*, the basis of Federal policy related to nutrition and diet, as published by the Secretaries of the U.S. Department of Health and Human Services and the U.S. Department of Agriculture.
- b. Provide to each participating individual a minimum of one-third ($\frac{1}{3}$) per meal consumer of the current Dietary Reference Intake (DRIs) for older individuals as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences. When additional age and nutrient appropriate standards are published,

the new standards shall be utilized in menu planning.

- c. The vendor will be required to document through computerized nutrient analysis that each meal supplies 1/3 of the DRI for the indicator nutrients (protein, calcium, iron, vitamin B12, vitamin A, vitamin C, fiber, sodium and fat) and are to be averaged weekly (*see table below*). As not all meal programs will elect to serve breakfast, lunch must be able to stand alone as 1/3 DRI of indicator nutrients. If a breakfast is provided in addition to lunch each must meet 1/3 of the DRI to meet 2/3 DRI, not 2/3 DRI averaged for two (2) meals.

Meal Requirements	Weekly Average	1/3 DRI
Energy	700-800	697
Protein	15-25% of calories	18.6g
Carbohydrates	85-105g	43.3g
Fat	<30%	20-35% of calories
Fiber	8g**	10g (7-10)
Calcium	400mg	400mg
Vitamin A	1500IU**	300mcg (1000 IU)
Vitamin B12	.8mcg	.8mcg
Vitamin C	30mcg	30mcg
Sodium	1500mg**	UL <767mg
Iron	2-3mg	2.67mg
**No daily minimum to be met by vendor		

Frozen Meals Exception: It is acceptable for frozen meals to contain between 600 and 700 calories per meal, with no meal ever falling below 600 calories, because higher fat food items do not freeze well. In the event of an emergency, adequate bottled water is to be provided with frozen meals, as ordered, by the AAAs.

2.4.5.2 Menu Cycle

Menus shall be developed quarterly using a minimum four-week cycle and containing a variety of foods with an emphasis on fresh fruits and vegetables and whole grains and be seasonally adapted. Menus are to be designed so that the food items in the meat, vegetable/fruit, and dessert groups are different for the same days of each week. The special needs of the older adult must be considered in all menu planning, food selection, and meal preparation; theme meals shall be included. Religious and ethnic dietary practices will be considered insofar as practical. The vendor, with approval from the DAAS and AAA Nutrition Coordinators, has the option to schedule one to two (1 - 2) single use menus (in addition to the theme/special occasion meals) to even out a menu cycle, field test new menu items, or offer menu items that have regional popularity.

For those participants who require a no concentrated sweets diet, the vendor shall provide low sugar desserts to include, but not be limited to, the following: juice packs, water-pack fruit, fresh fruit, graham crackers, vanilla wafers, or angel food

cake.

Breakfast meals must be matched with a lunch menu on the hot meal program by delivery day such that menu items are not repeated in the same day. As stated above, not all programs will serve breakfast, so each meal must stand alone as providing one-third (1/3) DRI for key nutrients.

Frozen Meals Exception: Because frozen meal menus have unique properties regarding food combinations, etc. and the shipping/outside-of-box labeling must be approved by the USDA, the menus shall be developed and distributed only twice yearly to the same people and in the same manner as the quarterly menus are distributed.

2.4.5.3 Computer Nutrient Analysis

The vendor's registered/licensed dietitian(s) shall provide the DAAS and the ten (10) AAAs (who in turn may provide it to their service providers) with a computer nutrient analysis of each meal in the quarterly menu cycle (semi-annual menu cycle for frozen meals). The analysis shall include, but not be limited to, the following data: calories, protein, fat, % fat, carbohydrates, sodium, total fiber, Vitamins A and C, cholesterol, thiamin, riboflavin, niacin, B-12, folic acid, potassium, iron, phosphorous, and calcium. The dietitian shall certify said menu in writing and submit a draft copy, including the nutrient analysis, to the DAAS and the AAAs for review at least two (2) weeks prior to the next menu meeting.

2.4.6 Meal Pattern

Each meal shall provide at a minimum, the following servings and each serving shall be counted as outlined below:

- 1 meat
- vegetables/fruits
- 1 bread
- 1% 8 oz. milk, (or for **Frozen - Milk Alternative meals**, see definition, additional servings shall be provided to meet all the nutritional needs without milk to drink planned into the pattern)
- 1 margarine (or other condiment)

2.4.6.1 Adult Day Care Meals to Meet CACFP Requirements

Meals provided to the DAAS designated adult day care centers must meet the meal pattern requirements specified under the USDA Child and Adult Day Care Food Program and Department of Education, regardless if the meals are bulk, pre-plated or frozen. In addition to food pattern and portion size individual food specifications as outlined in the USDA food buying Guide and CACFP meal planning guide must be met. Adult Day Care centers that provide frozen meals, may elect the milk alternative meal for ease of ordering and billing and purchase fluid milk in addition to meet the CACFP guidelines. Adult Day Care meals may be the same portion size and components as the other meals provided under this agreement however

they are required to meet the pattern and serving sizes outlined below:

- 1 meat — 2 oz. minimum equivalent
- different vegetables or one fruit and one vegetable — 1/2 cup equivalent each
- grain/bread
- 8 oz. fluid milk, 1%

2.4.6.2 Meat or Meat Alternate – 2 ounces lean meat, poultry, or fish, or an equivalent portion of a meat alternate.

Meat Alternates that equal one (1) ounce of meat are as follows:

- 1 egg
- 2 ounces Tofu, soy product, or alternate protein product
- 2 ounce of natural or processed cheese
- 1/2 cup of cooked dry beans or peas
- 4 tbsp. peanut butter or soy butter or another nut or seed butter
- 8 ounces or 1 cup yogurt, plain or flavored, sweetened or unsweetened

Note {CACFP REQUIREMENTS} Beans may not count for a meat and a vegetable at the same meal. Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

Casserole-Type Entrees - a combination of meat with vegetable(s), cooked dried beans or peas, bread, or creamed sauce which shall contain three (3) ounces of cooked, edible meat or poultry per participant and shall not be served more than two (2) times per week.

Cured and Processed Meat Items – serve only lean meats, nuts and legumes. Limit serving processed meats to no more than one serving per week. Serve only natural cheeses and choose low-fat or reduced fat cheeses.

2.4.6.3 Vegetable and Fruit Group {CACFP REQUIREMENTS} Make at least one of the two required components of snack a vegetable or fruit. Serve a variety of fruits and choose whole fruits (fresh, canned, frozen, or dried) more often than juice. Provide at least one serving each of dark green vegetables, red and orange vegetables, beans and peas (legumes), starchy vegetables, and other vegetables once per week.

2.4.6.4 Vegetables - [Congregate Meals]

Two different 1/2-cup servings or equivalent fresh, of vegetables and/or fruit, drained, and measured. Natural juice may not be counted in canned fruit as part of the 1/2-cup measurement.

Rice, dressing/stuffing, and pasta products such as spaghetti, macaroni, etc., shall not be counted as vegetables; they belong to the Bread and Bread Alternate Group in 2.4.6.6 below.

Cooked dry beans/peas may be used as a vegetable or as a meat alternate. However, when used as one, they may not count as the other.

Juices must be 100% full strength fruit or vegetable juices, except for cranberry juice cocktail fortified with Vitamin C which may be less than 100% full strength juice.

2.4.6.5 Grains Group {CACFP REQUIREMENTS} – At least one serving per day across all eating occasions, must be whole grain, rich grain base desserts do not count towards the grains requirements.

- **slices whole grain**-rich enriched bread
- **serving's whole grain**-rich or enriched bread product, such as biscuit, roll or muffin
- **1 cup whole grain**-rich or enriched or fortified cooked breakfast cereal, cereal grain and/or pasta breakfast cereal must contain no more than 6 grams of sugar per dry ounce (No more than 21.2 grams sucrose and other sugars per 100 gram of dry cereals).

2.4.6.6 Bread and Bread Alternate Group - One serving (two servings for adult day care menus)

Whole grain products with 2 grams of fiber or more must be served three times each week.

All products must be whole-grain, bran, germ or enriched or made with the listed meal or flour.

A bread serving is one (1) slice of whole-grain or enriched bread, or no less than 25 g or 0.9 oz.

- hamburger bun
- hot dog bun
- (1) 2-inch whole grain or enriched biscuits, English muffins, rolls, (4) graham crackers (whole)
- (8) saltines or (20 grams) or 31 grams or 1.1 oz./serving of enriched cornbread, pancakes, waffles

A bread alternate serving is 1/2 cup of cooked or 25 gin dry, whole-grain or enriched rice, pasta products, bread dressing/stuffing, or cereal grains such as corn grits. These items may not count as vegetables.

Cookies, doughnuts, sweet rolls, unfrosted toaster pastries, or grain/fruit granola

type bars may not be used as a grain/bread at lunch and no more than twice in a 4 week menu cycle for breakfast, using the weight standards specified in the USDA food buying guide.

For Adult Day Care menus, the second serving of grain/bread at lunch may not be made up of any type of cracker to serve alongside another bread product, and may not be more than two (2) of the same item, for example, no more than two rolls.

2.4.6.7 Milk Group - One (1) milk serving is 8 oz. All milk must be pasteurized, Grade A and fortified with Vitamins A and D. Milk will be dated with a "pull date" and will be delivered a minimum of eight (8) days prior to the date stamped on the carton. Fluid and reconstituted milk will be maintained at a temperature not greater than 40 degrees and not less than 35 degrees. Milk may be bid in any size volume container from 8 oz up to 1 gallon, however, for whichever serving size temperature requirements must be maintained, milk must be shipped in unopened containers, and enough milk to serve an 8 oz. portion for each participant plus one for temperature control must be provided, even if it means shipping an entire gallon for one 8 oz. serving. Types of milk that may be served:

1. Unflavored low fat fluid milk at 1%
2. Unflavored fluid skim milk fortified with Vitamins A and D
3. Unflavored fluid buttermilk fortified with Vitamins A and D
4. UHT (Ultra High Temperature) milk fortified with Vitamins A and D
5. Instant non-fat dry milk to make 8 fluid ounces when combined with water. (Not allowed for Adult Day Care Menus, designed for shelf stable meals.)

This requirement does not prohibit the use of other milk and milk products such as puddings, cheese sauces, etc.; however, these other milk products may not be counted as the milk serving.

Milk Alternative Frozen Meal Option - As the Older American's Act does not require milk to be served, only for the nutrient requirements to be met, **a Frozen milk alternative meal** shall be planned and bid which meets 1/3 RDI for all nutrients, including calcium and vitamin D, as with all meals, but without any milk to drink. Milk and dairy may be included in cooking.

This is not meant to be a dairy free meal, but to provide essential nutrients to participants who the provider only gives the option of powdered milk. Powdered milk has been shown to be consistently and overwhelmingly not consumed by participants, both at home and at sites. Not consuming a food item calculated into the nutrient analysis, does not benefit the consumer.

{CACFP REQUIREMENTS} 8 oz. fluid milk must be unflavored low fat 1%, unflavored fat free (skim).

2.4.6.8 Margarine Fortified with Vitamin A/Made from Vegetable Oils - One teaspoon unless another condiment is offered, such as mayonnaise, mustard, or

catsup, etc. (Note: Condiments will not accompany shelf-stable meals.)

2.4.6.9 Desserts - 1/2 cup equivalent. (Not required for Adult Day Care Meal Pattern and may not be substituted for a required component, unless it meets a specification.) The menu shall reflect a variety of desserts in each 4-week cycle. Low sugar desserts shall be provided for participants who require a no-concentrated-sweets meal.

2.4.6.10 Meal Accompaniments

Food items traditionally associated with a menu item (cranberry sauce with turkey and dressing, tartar sauce with fish, etc.) shall be added to the meal to provide variety, flavor, and personal satisfaction.

2.4.6.11 Special Meals

Meals meeting special dietary requirements will be available should the AAAs wish to offer them.

2.4.6.12 MNT Meal Replacements

The vendor must be able to provide Medical Nutrition Therapy (MNT) meal replacements in the form of liquid nutrition supplements should the AAAs wish to offer them.

2.4.7 Meal Product Specifications

All food and food ingredients shall be wholesome (of sound condition, free from spoilage, filth, or other contamination and safe for human consumption) and of good quality (acceptable in appearance, texture, and flavor). Food shall be procured from sources that comply with all laws and regulations relating to food and food labeling and shall be stored using the First In-First Out (FIFO) method of stock rotation. All food items must be dated within the printed expiration dates. Recycled, distressed, or imperfect items may not be used at any time. The following minimum standards must be met:

2.4.7.1 U.S. Produced Food and Products

- a.** Title III, 3121 requires that all meals or any portion of a meal funded by Title III Nutrition Services Incentive Program are produced from United States grown and produced food products.
- b.** The vendor must allow any representative of the USDA, the ACL, and the DAAS, MDHS, ready access to the documentation of food procurement.

2.4.7.2 Meat, Poultry, and Fish

All beef, pork, and poultry products must be USDA inspected for wholesomeness

or its equivalent.

Beef - USDA Choice or better. Beef should be tender with at least 3-ounces of cooked lean meat per serving. Pre-cooked roast beef may be acceptable if approved by the vendor's dietitian(s), the DAAS, and the AAA Nutrition Coordinators.

Ground Beef and Ground Beef Patties - USDA inspected and contain all skeletal meat with no more than twenty-five percent (25%) fat before cooking. TVP (Section 2.4.6.2, Meat or Meat Alternate) may not exceed 7% dry weight or 20% rehydrated weight.

Poultry - USDA Grade A. Turkey rolls are not acceptable for sliced turkey. Bone-in chicken and/ or whole meat breast shall be provided a minimum of once a month.

Pork - US #1. Pork should be tender, firm, fine textured, have a minimum of fat and the lean meat should be colored deep pink (cured) or delicate rose to grayish pink (fresh). Turkey ham is not acceptable for sliced ham menus. If acceptable lower-fat and/or lower sodium products are available, they shall be used whenever feasible. The level of added water in hams shall not exceed ten percent (10%). Meats with water added must meet USDA buying guide specifications for 2 oz, for Adult Day Care meals. (Ex. 3 oz ham equals 2 oz meat/meat alt)

Meat Patty Products - (Poultry and Pork) - USDA inspected and contain all skeletal meat with no more than 25 percent (25%) fat before cooking. TVP may not exceed 7% dry weight or 20% rehydrated weight (See A, Ground Beef and Ground Beef Patties above.)

Fish - All fish products shall be inspected by the United States Department of Commerce and be of comparable quality to USDA guidelines for beef and poultry. Canned seafood should be water packed.

Organ Meats - must not be used alone or in combination with other meats.

2.4.7.3 Fruits and Vegetables

Fresh Fruits and Vegetables - US Grade #1 or better of medium size. To reduce the meal's sodium content, fresh or frozen vegetables should be used whenever possible, except when a canned vegetable is more palatable to older adults.

Canned Fruits and Vegetables - US Grade A or better

Frozen Fruits and Vegetables - US Grade A or better

Fruit and Vegetable Juices - 100% full strength juice, except for cranberry juice cocktail which has been enriched with Vitamin C may be less than 100% full strength juice.

2.4.7.4 Breads, Pasta, and Cereals - Whole grain or enriched. See required weight of bread/grain products in Sec. 2.4.6.5 and Sec. 2.4.6.6.

2.4.7.5 Milk and Dairy Products

Fresh Milk - See Section 2.4.6.7 for milk listing.

Cheese - Natural, pasteurized, processed, or cheese food.

2.4.7.6 Eggs - US Grade A of medium size or larger. Frozen eggs must be pasteurized and thawed under refrigeration or cold running water.

2.4.7.7 Condiments

Salt - Iodized.

Margarine - whipped, made from vegetable oils and fortified with Vitamin A. No hydrogenated or partially hydrogenated products.

Fats for Cooking - No solid shortening, lard, bacon, bacon grease, or other forms of animal fat shall be used in food preparation. Mayonnaise should be used in the preparation of salads and sandwiches.

2.4.8 Meal Planning

2.4.8.1 Quarterly Menu Conferences

For all meals except frozen, the vendor's director/manager, dietitian(s), production site managers, the State Nutrition Coordinator; and the AAA Nutrition Coordinators shall meet once each quarter to review and approve or revise the draft menus planned by the vendor dietitian(s) for the next meal cycle (Section 2.4.5.1). Since people "eat with their eyes" first and the success of the Older Adult Nutrition Program hinges on the meals themselves, the menus shall be evaluated, not only on compliance with nutrition standards and menu policies, but on balance in variety, color, texture, consistency, flavor, and use of seasonal items; preferences of/acceptance by the older adult population; and, the overall service being provided. When planning new menus, the vendor dietitian(s) shall give strong consideration to participant preferences, wherever possible and appropriate. At least one new menu item per quarter will be introduced at the menu conference for possible inclusion in the new menu cycle.

At least one menu meeting per year, prior to the time in which the upcoming frozen menu cycle is developed, must have 'frozen meals' on its agenda, with the opportunity to discuss food items and menu choices. If the vendor is the producer of the meals and menu, the dietitian in charge of that program must be present. If frozen meals are procured from another source, the means to provide input on menu items must be made at this meeting.

At any time, menu items that are found to be substandard in quality, may be removed from the menu at the request of DAAS or the vendor with mutual consent and a substitution agreed upon.

The vendor dietitian(s) shall prepare the final menu that was approved at the quarterly meeting and send copies to the State Nutrition Coordinator, the AAA Nutrition Coordinators, service providers, and each nutrition site at least three (3) weeks before the first day of use. The dietitian(s) shall also send copies of the computer analysis for each day's meal to the State and AAA Nutrition Coordinators.

Adult Day Care Menus may be identical to Title III or on their own menu, as long as it meets all USDA/Department of Energy (DOE) requirements and are as similar as possible to the congregate meals so that participants sitting together at multipurpose sites will not be eating different meals.

Frozen Meals Exception - The same dietary standards apply, but the total calories may be less in frozen meals for the reasons noted Section 2.4.5.1, Frozen meal menus shall be developed to cover two (2), four-week cycles and distributed semi-annually to the DAAS, MDHS, and the AAA nutrition coordinators/service providers. A milk alternative frozen meal will also be developed as an alternative to powdered milk.

2.4.8.2 Meal Types

While meal patterns help to provide variety and a pattern of consistency for meals, the goal of menu planning is to meet the nutrition standards as specified in Section 2.4.5, and meeting the US Dietary Guidelines. Menus must also be planned with temperature, transport and storage requirements. The following meal categories may serve as a guide for each meal unless more specific requirements supersede these, such as for CACFP reimbursed Adult Day Care Meals.

- a. Bulk/Congregate/Picnic - 1 meat, 2 vegetables/or one vegetable and one fruit, 1 bread, 1 milk, 1 dessert, and margarine or other condiment; **Picnic** - Exact contents may vary, but all components must meet the requirements of the Older Adult Nutrition Program and be approved by the vendor dietitian(s).
- b. Pre-plated - Three (3) hot items to include 1 meat and 2 vegetables (or 1 vegetable and 1 fruit); 1 bread; 1 milk, 1 dessert; and margarine or other condiment;
- c. Shelf-Stable - a canned entree, shelf-stable fruit, shelf-stable fruit juice, four (4) crackers, shelf-stable dessert, and dry milk. All items must be easy to open and clearly labeled. (Condiments do not accompany shelf-stable meals.) Shelf-stable meals shall be packed in single or double meal boxes (to be mutually determined by the vendor, the DAAS, and the AAAs before they are made up), labeled with the expiration date, NOT FOR RESALE, and delivered in bulk to the sites. Shelf-stable meals should be able to be stored without refrigeration prior to being opened, and should be able to be eaten with little or no preparation.

- d. Upgraded — Consists of the bulk/congregate menu however once each week, but not on the same day each week, an upgraded entrée in the form of a solid piece of meat, not ground, chopped or casserole style and one upgraded dessert such as a piece of pie or cake will be served.
- e. Frozen - 1 meat; 2 vegetables/fruits; 1 bread (individually wrapped); non-fat dry milk or liquid milk or a frozen milk alternative meal with the same basic components but added items to meet nutrient requirements; 1 dessert (juice, pudding, etc. in individual containers or cookies/cake individually wrapped); and margarine and/or other condiment (in a single-serving container).
- f. Juice or fruit must be served for dessert in frozen meals at least two (2) times a week. (Compare with Section 2.4.6.)
- g. Adult Day Care - 1 meat, 2 different vegetables or 1 vegetable/1 fruit, 2 grain/breads and 8 oz fluid milk. (This pattern, with the required USDA serving sizes must be followed.)
- h. Breakfast - a minimum of 2 grain/breads or one meat and 1 grain/bread, one fruit or 100% juice and 8 oz. fluid 1% milk, and appropriate condiments.

2.4.8.3 Outings

Sites may have up to four (4) field trips per year. On those days designated by each AAA, the vendor shall deliver picnic lunches to the site for congregate participants going on the field trip. Two (2) days before the field trip, the vendor shall deliver shelf-stable meals for the homebound participants and those congregate participants not going on the field trip. (When the sites may be closed for other events, e.g. Health Fair, elections, etc., those days shall be treated as field trips with the vendor providing picnic lunches for congregate participants and shelf-stable meals for the homebound, but they shall not count as one of the four field trips allowed each site per year.) AAA Nutrition Coordinators/service providers will advise the vendor's production site manager of the number of picnic and shelf-stable lunches needed via fax at least two (2) weeks prior to the field trip. The vendor's dietitian(s) will prepare the menu in cooperation with the production site manager and the AAA Nutrition Coordinator/service provider.

2.4.8.4 Recipe Standards and Preparation

Tested and standardized recipes, adjusted to yield the number of servings needed, shall be used to produce meals that are of required quality and quantity. Preparation methods shall be designed to conserve the nutritive value of food at all times, with special attention given to short cooking and standing times and minimum use of water in the preparation of vegetables. All recipes shall address

HACCP (Hazard Analysis Critical Control Point) procedures in the preparation and storage of meals related to this agreement. The vendor shall maintain a recipe file at each production site and will provide recipes to the DAAS upon request.

2.4.8.5 Menu Changes/Substitutions

Menu changes and non-scheduled substitutions shall be rare after the menu is finalized at the quarterly menu conference. The vendor dietitian(s) may substitute a food item(s) after the quarterly meeting if:

- It is noted that there is nutrient imbalance in the meal;
- The wholesaler does not have the product in stock;
- Food products received from the wholesaler are not as ordered or expected; and/or
- There is a desire to take advantage of seasonal food products and prices.

Whenever a menu change occurs, the vendor shall notify the State Nutrition Coordinator and the AAA Nutrition Coordinators/service providers of the change and the reason for the change. Substitutions shall not arbitrarily be made at the commissary level. In extreme and/or rare instances when a change must be made at the commissary, the manager shall verify with the dietitian(s) that the substitution meets the nutritional specifications of the original food item(s).

The vendor shall notify the State and AAA Nutrition Coordinators of menu changes via phone, fax, e-mail, or other electronic means, as soon as possible.

2.4.9 Frozen Meals

2.4.9.1 Contents

Frozen meals will be used to replace existing services in some instances and expand services in other instances. They shall contain foods that will be of optimum quality *after* freezing, thawing, and re-heating. The vendor shall not use any food items beyond the last date it can be sold at the retail level. Frozen meal menus shall maintain all the dietary standards stated in Section 2.4.5, except meals may have fewer than 700 calories as noted, and they shall be written by a registered/licensed dietitian knowledgeable in frozen food processing and technology.

1. Each regular frozen meal shall contain the following:

- 1 meat
- 2 vegetables/fruits
- 2 grain/bread equivalents, if a bread product will be individually wrapped
- Non-fat dry milk or fresh milk or shelf stable milk, (Optional, see below)
- 1 dessert such as juice, pudding, etc. in individual containers or cookies/cake individually wrapped, and

- Margarine and/or other condiment in a single-serving container
2. Each Milk-Alternative Frozen Meal which will contain one-third (1/3) DRI of all nutrients, without liquid or powdered milk to drink will minimally have the same pattern, however other servings or portion sizes may be added to meet the nutrient requirements.
 3. Juice or fruit can be served for dessert at least two (2) times a week.
 4. Must be adaptable for meals served to Adult Day Care Centers reimbursed by the CACFP through DOE.

2.4.9.2 Packaging

Single frozen meals shall be packaged in three (3)-compartment trays suitable for both conventional and microwave ovens and covered with oven-stable, heat-sealable plastic wrap resistant to cracking, breaking, or unsealing during frozen storage and delivery. The trays shall be labeled in large print with food components, the packing code date, and simple, easy-to-read instructions for storing, thawing, and reheating in conventional and microwave ovens.

Five-pack and **seven-pack** frozen meals shall contain five (5) or seven (7) different individual frozen meals with appropriate components that are packed in a larger box and delivered in bulk quantities to sites and/or to participant homes.

Delivery boxes must be sturdy and compact in size so that contents remain intact without denting, crushing, etc. and in a frozen state until delivery. The integrity of the packaging must be maintained throughout the delivery system. Meals may be rejected at the point of delivery if they are thawed or have torn packages, broken or crushed trays, broken seals, or evidence of freeze-thawing. All boxes must be labeled NOT FOR RESALE to deter such from occurring.

2.4.9.3 Delivery Options

Frozen meals shall be distributed from the processing kitchen to destination points (distribution center(s), nutrition sites, or individual homes) in a reliable and timely manner and in carrying equipment and vehicles that ensure that they remain in a frozen state until they reach their final destination. AAAs shall have two (2) delivery options:

- a. **Nutrition Site Delivery** - The vendor shall deliver 5-pack frozen meals (meals for five days in one large box) one day a week in bulk quantities to the sites from which site personnel, volunteers, and/or family members will distribute them to the homebound.
- b. **Door-to-Door Delivery** - The vendor shall deliver 5 or 7-pack frozen meals one day a week directly to the homes of recipients and shall provide an electronic record-keeping or tracking system that verifies the delivery of meals to each home and transmits the

information to the vendor's and to the AAA's/service provider's records. If this option is chosen, the AAA(s) and the vendor shall work out arrangement details, including the use of correlated software and/or any other tool(s) that will benefit each in meal verification, data collection, invoice reconciliation, and other record keeping. No meals will be delivered to the home of recipients before 7:00 a.m. and no later than 6:00 p.m.

2.4.9.4 Emergency Reserve

If a special need arises due to a natural disaster, fire, or any other special circumstances, the vendor shall, within reason, if requested by the AAA(s) or the DAAS, provide to any AAA or site any extra available frozen meals or shelf-stable meals in stock and be reimbursed for the same.

2.4.10 Alternate Meal Source Procedures

2.4.10.1 Meals Ineligible

AAA Nutrition Coordinators/service providers/site managers may purchase meals or portions of meals from an alternate meal source to substitute for meals ineligible only in the following situations:

- The vendor fails to deliver any meal(s), or an entree which is equal in value to an entire meal, or any other portion of the meal(s);
- All or any portion of the meal(s) is deemed unacceptable, for any reason(s), including time temperature violations;
- Meals are not delivered by 11:00 a.m. and/or according to the specifications in the agreement executed by the vendor and the DAAS.

Frozen Meals Exception - If, after frozen meals have been delivered to recipient homes, it is learned that they lack components or contain unacceptable components, the vendor shall discuss the matter with the AAAs and make the adjustments to the invoice accordingly.

2.4.10.2 Payment

If an alternate meal source is used, the AAA shall pay the alternate meal source(s) or individual who paid for the meals per AAA policies. The AAA will bill the vendor the agreement price of the food replaced, less the mileage expense, for picking up food from the alternate meal source.

2.4.10.3 Commencement

The vendor will be notified when alternate meals have been ordered and the reason. The AAA will maintain a list including the complete name(s), mailing address(es), and phone number(s) of prospective alternate meal sources in their site areas to be used when meals or portions of meals need to be replaced.

2.4.10.4 Agreement

The AAA will maintain an agreement with the prospective alternate meal source(s). The AAA Nutrition Coordinator shall send the list to their service providers and/or site managers.

2.4.10.5 Food Substitution

At the beginning of the agreement, the vendor shall provide the AAA Nutrition Coordinators/service providers with a food substitution list so that food purchased from an alternate meal source, in the event of default by the vendor, may be of like value to that being replaced.

2.4.10.6 Credit

When an alternate meal source is NOT used to replace vendor shortages, the vendor shall issue a credit to the AAA based on the following allocations:

<u>Food Group</u>	<u>Meal Cost Percentage</u>
Meat/Meat Alternative	100%
Fruit/Salad	15%
Milk	15%
Vegetable	10%
Dessert (other than fruit)	10%
Bread/Bread Alternative	5%
Margarine	2%
Condiments	2%

CACFP reimbursed meals, provided through Adult Day Care Centers may not be credited, all components must be provided for the meal.

2.4.10.7 Post Script

The vendor shall provide extra packets of dry milk or cartons of UHT (Ultra High Temperature) milk for sites to have on hand in rural areas where alternate meal sources are not easily found if AAAs/service providers desire to order and pay for the same.

2.4.11 Emergency Management

2.4.11.1 Contingency Plans

The vendor shall develop contingency plans for a course of action in the event of food shortages, substandard temperatures at the point of delivery, and/or unacceptable food quality and for delivering meals in emergency situations such as adverse weather conditions; vehicle breakdown; malfunction of major equipment; loss and/or destruction of production site(s) or frozen storage/distribution site(s) due to natural disaster or cancellation of lease; utility outage; and/or labor disputes.

2.4.11.2 Communication

- a. Commissary and AAAs - The vendor production managers (or other appropriate vendor personnel) and the AAA Nutrition Coordinators (or other appropriate AAA personnel) shall have each other's home phone number so they can notify one another at any hour of the day or night of emergency or unusual circumstances in the site areas or the production area when it may be impossible to deliver meals. The vendor and the AAA shall seek to solve the problem(s) unique to the situation and mutually agree upon a course of action.
- b. Drivers, Commissaries, and AAAs - The vendor shall provide a communication system for all meal delivery drivers (either assigned to each driver or affixed to each vehicle) so that in the event of an unforeseen situation of any kind (including, but not limited to, driver getting lost, vehicle breakdown or accident, or some other malfunction) which could cause delay or the non-delivery of food as scheduled, the driver can notify the vendor of the circumstances and the vendor, in turn, can notify the sites and/or the AAA Nutrition Coordinator/service provider. The site manager/AAA Nutrition Coordinator/service provider may then determine whether or not to use an alternate meal source to supply the meals.
- c. Help for the Homebound - When requested and possible, the vendor shall offer assistance to AAA Nutrition Coordinators/service providers in seeking to secure meals for the at-risk homebound in an emergency when vendor meals may not be delivered as planned.

2.4.11.3 Emergency Shelf-Stable Meals

As an emergency backup, the vendor will inquire of each AAA in late summer or early fall to determine if the AAA will order shelf-stable meals for use in a winter emergency. The meals shall be packed in single or double meal boxes (determined by the vendor and the AAA Nutrition Coordinators) and labeled with an expiration date and "For Emergency Use Only" in large print. After conferring with and mutually agreeing with the AAA(s) on a delivery date and time, the vendor shall deliver the shelf-stable meals to the sites for storage or distribution to the homebound. The invoice for the shelf-stable meals shall reflect the date they are delivered to the sites (not the date when it is anticipated that the participants will consume the meals) and the AAA shall reimburse the vendor accordingly.

Shelf-stable meals will most likely be needed during the winter months (generally December through March) in most of the state and during the hurricane season (generally July through October) on the coast. The timing for ordering and receiving will be different for the hurricane areas and that shall be worked out between the vendor and the individual AAA(s). Should the shelf-stable meals not be needed for an emergency, the AAA(s) shall use them for the next holiday, picnic, or special events meal. Shelf-stable meals must be kept in well-ventilated and pest-free dry storage areas at normal room temperature so that contents will remain intact without refrigeration; they should not remain in stock longer than six (6) months.

Bottled water shall be provided by the vendor when ordered by the AAA.

2.4.11.4 Product Recall

The vendor shall have policies and procedures in place so that, if necessary, it can expeditiously implement a product recall; notify the DAAS and other appropriate persons, agencies, authorities, and/or organizations of the same; and take any and all proper actions and precautions to protect the older adult in the event of a potential public health hazard related to food served under this agreement (Section 2.4.1.1.6, Operating and Reporting Requirements, Food Safety and Sanitation).

2.5 TERM

The term of the contract shall be for a period of three (3) years. The contract may be renewed at the discretion of MDHS upon written notice to Contractor at least sixty (60) days prior to each contract anniversary date for two (2) successive one-year period(s) under the same price, terms and conditions as in the original contract. Any proposed Meal Price Changes (Section 2.2.2.3) requires approval by MDHS for renewals. The total number of renewal years permitted shall not exceed two (2). The decision to continue the contract will be based upon the vendor's current year compliance with specifications, quality of service, and proposed meal price increase. In the event of a major reduction in the quantity of meals, the state reserves the right to negotiate the price based on market conditions.

2.5.1 Multi-Term Contracts

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

2.5.1.1 Requirements

- a) See Section 2.4 Scope of Services for the amount of services required for the proposed contract period.
- b) A price shall be given for each service, and that price shall be the same throughout the contract.
- c) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- d) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.
- e) A multi-term contract may be awarded based on the decision of the evaluation committee and final approval of Agency director.

2.6 PENALTIES

MDHS, DAAS, has developed policy to ensure compliance with delivery of meals to participants. After three occurrences per site, a penalty will be imposed upon the vendor, in addition to the cost the AAA bills the vendor for meal replacement.

These occurrences reflect the most critical situations when the provider will impose the penalty of \$100 per site, in addition to, the delivery cost of substitute meals, including salary, mileage and food purchase. Vendor must credit the AAA in each planning and service area as need arises. These occurrences include:

- A. No meal delivery;
 - B. Meals arriving beyond the agreed upon time;
 - C. Meal shortages; and
 - D. Sub-standard temperatures at point of delivery and/or unacceptable food quality.
1. **The penalty for Congregate Meals** will be \$100 per site even if an alternate meal source is used. See Alternate Meal Source requirements.
 2. **The penalty for Hot Home Delivered Meals** will be \$100 per 20 meals even if an alternate meal source is used. See Alternate Meal Source requirements.
 3. **The penalty for Frozen Meals** delivered to the site at any time other than the agreed upon designated date will include \$100, plus one shelf-stable meal for each participant, the expense of paying a driver an hourly wage to deliver meals to participants, and vehicle mileage for delivering meals. This amount shall be credited to the AAA.
 4. **The penalty for Adult Day Care Meals** deemed 'not allowed' due to failure of vendor to comply with laws, regulations, and/or guidelines will result in payment of meals disallowed and a fine of \$25,000.

2.7 PERSONNEL

2.7.1 Organization - The vendor shall provide the following regarding the organization of the company:

2.7.1.1 Organizational chart listing names, titles/positions of all management personnel related to this contract, at this current time;

2.7.1.2 Job descriptions including the required qualifications of the state manager, production site managers, dietitians, and all other key personnel assigned to this contract; and,

2.7.1.3 Position Specific Descriptions of job responsibilities for all employees paid in full or in part from this contract.

2.7.2 State Director/District Manager - The vendor shall provide a full-time director/manager who resides in Mississippi, who shall be responsible for all

vendor operations statewide and who shall be available for regular consultation with the DAAS and the AAAs. The director/manager must have training in and a working knowledge of the Older Adult Nutrition Program; the United States Department of Agriculture food regulations; and current Servesafe certification demonstrating food safety and sanitation, food service management, quantity food purchasing, and quantity food preparation procedures.

2.7.3 Production Site Managers -The vendor shall provide a unit manager at each production site who must have Servesafe certification demonstrating training and work experience in food safety and sanitation, food service management, quantity food purchasing, and quantity food preparation procedures. Production site managers shall be available daily to the DAAS and AAA Nutrition Coordinators, service providers, and other appropriate persons to effectively manage the program and solve problems as they arise.

2.7.4 Dietitian(s) - The vendor shall provide (in addition to those who develop menus for this contract) a current Commission on Dietetics, American Dietetic Association registered, and Mississippi licensed dietitian(s) who is specifically assigned to the State's Older Adult Nutrition Program and who shall be free to devote the necessary time to the execution and maintenance of this contract, including regular travel to serving sites in all areas of the state and consultation with the State DAAS and the AAA Nutrition Coordinators. The dietitian must be currently certified in Servesafe. The dietitian(s) shall be responsible for, but not limited to, the following and any additional activities mutually agreed upon by the State and the vendor:

2.7.4.1 Training - Provide training to those below and document the same in the semi-annual self-assessment report to the DAAS. Training shall include, but not be limited to, food service safety and sanitation; proper techniques for taking temperatures, portioning food, choosing appropriate alternate meal source food substitutions, caring for equipment, etc.

- a. AAA Nutrition Coordinators/service providers/site personnel upon request, and
- b. Other production site personnel at least once a year, if requested.

2.7.4.2 Monitoring - Monitor for sanitation and safe food practices. Adherence to menu, from vendor and through site, serving of food items on and not on the menu, food quality both at arrival to the site and during serving, and, in the semi-annual self-assessment report, document visits to the following:

- a. Seventy-five percent (75%), at a minimum, of all nutrition serving sites in every area of the state, once a year, including frozen sites;
- b. Other production sites once a year; as needed; and
- c. Vendor production facilities at least quarterly, in coordination with the quality assurance team listed below.

2.7.4.3 Responding to State Findings - Assist with the vendor's response to any

findings of the Division of Program Integrity, Office of Monitoring, MDHS, and send a report to the DAAS when corrections are made.

2.7.4.4 Serving as Liaison - Serve as a liaison between the vendor, AAAs, and serving site personnel by:

- a. Being visible at nutrition sites regularly, providing technical assistance when requested, and solving problems as they develop;
- b. Following-up on complaints; and
- c. Informing vendor management of any problems for which resolutions are not found and/or are not working.

2.7.4.5 Providing Education and Training Material - Develop material, as requested, such as:

- a. Writing/updating the site serving manual and nutrition education information provided by the vendor to the serving sites; and
- b. Contributing nutrition articles for publication in DAAS or AAA newsletters, etc.

2.7.5 Quality Assurance Team – The vendor statewide director/manager, dietitian(s), production site managers, and other appropriate personnel shall function as an in-house quality assurance team which routinely and carefully monitors the preparation, packing, loading, and delivery of all meals. The team must be accessible and responsive to the DAAS and the AAA Nutrition Coordinators/service providers regarding all food service matters at any time. The team shall also be available, during business hours, to participate in nutrition programs and/or any other AAA-sponsored activities held throughout the State with the vendor assuming all costs of said personnel's travel and related expenses.

2.7.6 Drivers - The vendor will assure that all hired drivers have clean driving records and the appropriate license to operate the assigned vehicle.

2.7.7 Personnel Training - The vendor shall provide, either by the production site manager(s), dietitian(s) assigned to the Older Adult Program, and/or other qualified persons, the following training to the vendor production site and delivery personnel at least twice a year:

2.7.7.1 Food service safety and sanitation; personal hygiene; proper attire; attentive counting, loading, driving; and service to the elderly; etc.;

2.7.7.2 For Delivery Personnel Only: Driver safety education and include documentation of all training related to this contract for delivery personnel only in the semi-annual self-assessment report submitted to the DAAS.

2.7.8 Personnel Changes

Personnel commitments identified in a vendor's proposal shall be considered mandatory

to the work to be performed under the RFP and staffing must include those as proposed. If it is necessary in the view of the vendor to make changes in personnel, the vendor shall replace the person with one of equal or better qualifications and notify the DAAS as soon as possible.

If personnel identified in the vendor's proposal are lost because of death, permanent termination of employment, or extended illness, the vendor shall follow the guidelines outlined in this document and replace them within a reasonable period of time. The vendor shall provide a weekly status report to the State to show its efforts and progress in finding replacements and the effect the absence of personnel has on the Older Adult Program. In addition, the vendor shall make interim arrangements to assure that the program is not affected significantly by the loss of these personnel.

2.7.9 Employment Philosophy

The vendor shall have an employment philosophy that indicates a willingness to employ persons over 55.

SECTION 3

3.1 INSURANCE

The successful contractor shall maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$ 1,000,000.00; automobile liability insurance covering all vehicles, owned or otherwise, used in the contract work with minimum limits of \$1,000,000 for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and automobile property damage insurance covering all property damage by automobile with minimum limits of \$1,000,000 for all property damage by automobile. All general liability, professional liability and fidelity bond insurance will provide coverage to MDHS as an additional insured. MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Should the Contractor be unable to obtain coverage for the entire duration of the contract prior to the commencement of the contract, the Contractor should obtain additional coverage prior to any lapses in coverage and provide the certificate of insurance to the State no later than seven (7) days prior to the date on which the coverage ends. Any additional insurance that is obtained should run immediately after the previous coverage ends so as to prevent any lapse in coverage. Any additional insurance obtained by the Contractor should meet the terms of the contract.

SECTION 4

4.1 WRITTEN PROPOSALS SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION

- 4.1.1** The name of the respondent, the location of the respondent's principal place of business and, if different, the place of performance of the proposed contract;
- 4.1.2** The age of the respondent's business and average number of employees over a previous period of time, as specified in the Request for Proposal; (*except when respondent is a contract worker as defined in accordance with Section 3-101.04*)
- 4.1.3** The qualifications, including licenses, certifications, education, skills, and experience of all persons who would be assigned to provide the required services;
- 4.1.4** A listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a previous period of time, as specified in the Request for Proposals; and,
- 4.1.5** A plan giving as many details as is practical explaining how the services will be performed.

4.2 EVALUATION PROCEDURES

Please note proposals shall be evaluated without revealing the name of the offeror whom submitted each proposal.

4.2.1 Step One:

Proposals will be reviewed to assure compliance with the minimum specifications. Proposals that do not comply with the minimum specifications may be rejected immediately, receiving no further consideration.

4.2.1.1 Responsive Respondent

Respondent must submit a proposal which conforms in all material respects to this Request for Proposals, RFP NO. 20200102 OANP as determined by MDHS.

4.2.1.2 Responsible Respondent

Respondent must have capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDHS.

1. Respondent must have been in business and provided services similar in requirements and scale to those described in this RFP, for a minimum of two (2) years.
2. These minimum qualifications are in addition to a minimum score of six (6) on the Reference Score Sheet (Attachment Q) from reference interview by MDHS staff with two (2) respondent references for a total minimum scoring requirement of twelve (12) points), as well as

all other requirements of this RFP. (See Attachment P & Attachment Q.)

4.2.2 Step Two:

Proposals that satisfactorily complete Step One will be reviewed and analyzed to determine if the proposal adequately meets the needs of MDHS. Factors to be considered are as follows:

FACTORS	POINTS
Proposed Meal Cost	29
Technical Factors	40
Meals	25
Personnel	6

4.2.3 Step Three:

The MDHS Executive Director or his/her designee will contact the respondent with the proposal which best meets MDHS' needs (based on factors evaluated in Step Two) and attempt to negotiate an agreement that is deemed acceptable to both parties.

4.3 THE FOLLOWING RESPONSE FORMAT SHALL BE USED FOR ALL SUBMITTED PROPOSALS:

- 1) **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
- 2) **Proposal:** Describe in detail how the service will be provided. Include a description of major tasks and subtasks.
- 3) **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service.
- 4) **Personnel:** Attach resumes' of all those who will be involved in the delivery of service (from principals to field technicians) that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract. The Agency will accept job descriptions and/or sample resumes for positions not yet filled, as long as a clear plan is provided for securing the needed staff.
- 5) **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three (3) years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

Each respondent must furnish a listing of at least three (3) trade references along with the contact person, address, and phone number for each. These references must be familiar with the respondent's abilities in the areas involved with this solicitation. MDHS will use these references to determine the respondent's ability

to perform the services. It is the responsibility of the respondent to ensure that the reference contact information is correct and current. Respondents should verify before submitting their proposal that the contact person and phone number are correct for each reference. MDHS staff must be able to reach two (2) references for a respondent within two (2) business days of proposal opening to be considered responsive. Further, the respondent must score a minimum of six (6) points on each Reference Score Sheet which will be used by the MDHS staff when interviewing the two (2) references (for a total minimum scoring requirement of twelve (12) points) to be considered responsive and/or responsible. (See Section 4.2.1.2.2 and Attachments P and Q.) Only respondents who are found responsive and responsible will have their proposals considered. The respondent may submit as many references as desired. MDHS will begin contacting references at the top of the list and will continue down the list until MDHS completes Reference Score Sheets for two (2) references.

- 6) **Acceptance of conditions:** Indicate any exceptions to the general terms and conditions of the proposal document and to insurance, bonding, and any other requirements listed.
- 7) **Additional data:** Provide any additional information that will aid in evaluation of the response.
- 8) **Cost data:** Complete the Guaranteed Price Per Meal Form (Attachment C). See Section 4.2.1.2.2 in reference to renewals.

4.4 NONCONFORMING TERMS AND CONDITIONS

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the proposal document is subject to rejection as non-responsive. MDHS reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its proposal response prior to a determination by MDHS of non-responsiveness based on the submission of nonconforming terms and conditions.

4.5 CONDITIONING PROPOSAL UPON OTHER AWARDS

Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

4.6 EXCEPTIONS

Respondents taking exception to any part or section of the solicitation shall indicate such exceptions on the Proposal Exception Summary Form (**Attachment F**). Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

4.7 INFORMALITIES AND IRREGULARITIES

MDHS has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a respondent with the proposal for MDHS to properly evaluate the proposal, MDHS has

the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

4.8 AWARD

Award shall be made to the responsible respondent whose proposal is determined in writing to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation.

4.8.1 Notification

All participating vendors will be notified of MDHS' intent to award a contract. In addition, MDHS will identify the selected vendor. Notice of award is also made available to the public.

SECTION 5

5.1 POST-AWARD VENDOR DEBRIEFING

A respondent, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Director of MDHS within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If a respondent prefers to have legal representation present, the respondent must notify the Director of the MDHS in writing and identify its attorney by name, address, and telephone number. MDHS will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present.

For additional information regarding Post-Award Debriefing, as well as the information that may be provided and excluded, please see Section 7-113 through 7-113.07, Post-Award Vendor Debriefing, of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*.

5.2 PROTEST OF AWARD

Any actual or prospective respondent or contractor who is aggrieved in connection with this solicitation or the outcome of the RFP may file a protest with the MDHS Executive Director. The protest shall be submitted on or before date and time specified in Section 1.1.1, in writing after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests must be in writing, dated, signed by the respondent or an individual authorized to sign contracts on behalf of the protesting respondent, and contain a statement of the reason(s) for protest, citing the law(s), rule(s) or regulation(s), and/or procedure(s) on which the protest is based. The written protest letter shall contain an explanation of the specific basis for the protest. The protesting respondent must provide facts and evidence to support the protest. A protest is considered filed when received by the MDHS Executive Director via either U.S. Mail, postage prepaid, or personal delivery.

Protests filed after seven (7) days of award will not be considered.

5.3 REQUIRED CONTRACT TERMS AND CONDITIONS

Any contract entered into between a Contracting Agency and a vendor/respondent shall include the required clauses found in **Attachment G** and those required by the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations* as updated.

5.4 OPTIONAL CONTRACT TERMS AND CONDITIONS

Any contract entered into between a Contracting Agency and a vendor/respondent may have, at the discretion of the Contracting Agency, the optional clauses found in **Attachment H** and those within the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations* as updated.

5.5 MISSISSIPPI CONTRACT/PROCUREMENT OPPORTUNITY SEARCH PORTAL AND MDHS WEBSITE

This RFP, and questions and answers concerning this RFP, are posted on the Contract/Procurement Opportunity Search Portal and the MDHS website at <http://www.mdhs.ms.gov/solicitation/>.

5.6 ATTACHMENTS

The attachments to this RFP are made a part of this RFP as if copied herein in words and figures.

ATTACHMENTS

ATTACHMENT A	PROPRIETARY INFORMATION FORM
ATTACHMENT B	DEBARMENT VERIFICATION FORM
ATTACHMENT C	GUARANTEED PRICE-PER-MEAL FORM
ATTACHMENT D	PROPOSAL EVALUATION SHEET
ATTACHMENT E	FORMULA FOR EVALUATING COST
ATTACHMENT F	PROPOSAL EXCEPTION SUMMARY FORM
ATTACHMENT G	REQUIRED TERMS
ATTACHMENT H	OPTIONAL TERMS
ATTACHMENT I	ACKNOWLEDGEMENT FORM WITH CERTIFICATIONS
ATTACHMENT J	AREA AGENCIES ON AGING LIST
ATTACHMENT K	AREA AGENCIES ON AGING MAP
ATTACHMENT L	AREA AGENCY TOTALS
ATTACHMENT M	STANDARD CERTIFICATIONS & ASSURANCES
ATTACHMENT N	BOARD MEMBERS NOTIFICATION OF LIABILITY FORM
ATTACHMENT O	CHECKLIST
ATTACHMENT P	REFERENCES
ATTACHMENT Q	REFERENCE SCORE SHEET

ATTACHMENT A

PROPRIETARY INFORMATION FORM

The Respondent should mark any and all pages of this response considered to contain proprietary information. Such pages may remain confidential in accordance with Mississippi Code Annotated §§25-61-9 and 79-23-1 (1972, as amended). Each page of this response considered, by the Respondent, to contain trade secrets or other confidential commercial/financial information should be marked in the upper right hand corner with the word "CONFIDENTIAL." Any pages not marked accordingly will be subject to review by the general public after the award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures. Failure to clearly identify trade secrets or other confidential commercial/financial information may result in that information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

If applicable, please indicate which parts/pages below that the contractor wishes to designate as proprietary. In addition, provide the specific statutory authority for the exemption. If this is not applicable, please indicate with "N/A" below.

- 1)
- 2)
- 3)
- 4)
- 5)

By signing below, I understand failure to clearly mark proprietary information as identified above may result in disclosure of such information as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official/ Title
(*No stamped signature*)

Date

ATTACHMENT B

DEBARMENT VERIFICATION FORM

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
Are you currently registered with www.sam.gov (Respond Yes or No)	
Registration Status (Type Active or Inactive)	
Active Exclusions (Type Yes or No)	

Federal Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(*Subgrantee's Name/Contractor's Name*)
for federal debarment on www.sam.gov –System for Award Management.

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is not on the list
(*Subgrantee's Name/Contractor's Name*)
for debarment for doing business within the State of Mississippi or with any Mississippi
State Agencies.

Partnership Debarment Certification:

By signing below, I hereby certify that all entities who are in partnership through this contract with MDHS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management (SAM) or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDHS.

Signature of Authorized Official
(*No Stamped Signature*)

Date

ATTACHMENT C

GUARANTEED PRICE PER MEAL FORM

Vendor Name: _____ Phone Number: _____

Vendor Address: _____

For cash payment without regard to date of remittance:

Bid Item	Guaranteed bid price per unit
I. Congregate Meal/Picnic - bulk	
II. Congregate Meal-Pre-plated	
III. Upgraded Congregate Meal — Bulk	
IV. Frozen Meal-Fluid Milk	
Frozen - Milk Alternative Meal	
Frozen — NFDM (powdered milk)	
Frozen — 8 oz fluid milk	
V. Shelf Stable/Holiday Meal	
VI. Home Delivery Charge/meal	
VII. Fluid Milk, Fresh, 8 oz	
Fluid Milk, Fresh, quart	
VIII. Breakfast Meal	

I certify that these prices remain firm for a period of ninety (90) days after the award of the contract. The contract will be based on the proposed price and will remain firm for the period of October 1, 2020, through September 30, 2023.

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____
(Signature Accepted in Blue Ink only)

DATE: _____

ATTACHMENT D
PROPOSAL EVALUATION SHEET
October 1, 2020 through September 30, 2023

Vendor: _____

I. Proposed Meal Cost (Attachment C)

- | | | |
|---------------------------|-------|--------|
| 1. Bulk/Congregate/Picnic | _____ | (____) |
| 2. Pre-Plated | _____ | (____) |
| 3. Upgraded – Bulk | _____ | (____) |
| 4. Frozen | _____ | (____) |
| 5. Shelf-stable | _____ | (____) |
| 6. Delivery Charge | _____ | (____) |
| 7. Breakfast | _____ | (____) |
| 8. Milk Prices | _____ | (____) |

(Range: 0-29) _____

II. Technical Factors

1. Financial and Legal (Attachment O)

- | | |
|--|--------|
| A. Conflict of Interest Statement (Attachment O.A.2.)..... | (____) |
| B. Proposal Guarantee..... | (____) |
| C. Audited Financial Statement | (____) |
| D. Insurance Coverage | (____) |
| E. Legal Compliance | (____) |

2. Operating Capability (Section 2.4.1 and others)

- | | |
|--|--------|
| F. Operating/Reporting Assurances..... | (____) |
| G. HACCP Program (Sections 2.4.1.1.6.c and 2.4.8.4) | (____) |
| H. Statewide Delivery/Capability (Section 2.4.1)..... | (____) |
| I. Production Facilities (Sections 2.4.1.1.4, 2.4.3.1, & Attachment O(H.1) ... | (____) |
| K. Frozen Meals Certification/Capability (Section 2.4.9)..... | (____) |
| L. Electronic Delivery Capability (Attachment O(K)) | (____) |
| M. Contingency Plans (Sections 2.4.11.1 and Attachment O(L.1-3)) | (____) |
| N. Product Recall Policy (Sections 2.4.11.4 and Attachment O(M))..... | (____) |

(Range: 0-40) _____

III. Meals (Sections 2.4.5, 2.4.6, 2.4.7, 2.4.8, and 2.4.9)

- | | |
|-------------------------------------|--------|
| 1. Meal Standards, Menus, etc. | (____) |
|-------------------------------------|--------|

(Range: 0-25) _____

IV. Personnel (Section 2.7)

- | | |
|---------------------------------|--------|
| O. Personnel | (____) |
| P. Training | (____) |
| Q. Employment Philosophy | (____) |
| R. Environmental Practices..... | (____) |

(Range: 0-6) _____

2.J = Letter is out of sequence, but Section is in correct sequence

(Total Score: 100) _____

ATTACHMENT E
FORMULA FOR EVALUATING COST

- | | |
|-------------------------------|--|
| 1. Company A=\$150,000 | Company A=29 |
| 2. Company B=\$160,000 | Company B=
\$150,000/\$160,000=.9375 x 29=27.1875 |
| 3. Company C=\$180,000 | Company C=
\$150,000/\$180,000=.8333 x 29=24.1686 |

Company A is the lowest offeror; therefore, the total evaluation points for price =29

ATTACHMENT F

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

RFP Reference	Respondent Proposal Reference	Brief Explanation of Exception	MDHS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Respondent's proposal where exception is explained)	(Short description of exception being made)	
1			
2			
3			
4			
5			
6			
7			

ATTACHMENT G

Required Clauses for Service Contracts Resulting from this Request for Proposals

1. Applicable Law. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Approval Clause. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration, Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Laws. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. E-Verification. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records

of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

6. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.
7. Insurance. Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence and fidelity bond insurance with minimum limits of \$1,000,000.00. automobile liability insurance covering all vehicles, owned or otherwise, used in the contract work with minimum limits of \$1,000,000 for injuries including accidental death to any person and subject to the same limit for each person for any one accident involving two or more persons; and automobile property damage insurance covering all property damage by automobile with minimum limits of \$1,000,000 for all property damage by automobile. All general liability, professional liability and fidelity bond insurance will provide coverage to MDHS as an additional insured. MDHS reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi

Department of Insurance. Contractor will furnish MDHS a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. Should the Contractor be unable to obtain coverage for the entire duration of the contract prior to the commencement of the contract, the Contractor should obtain additional coverage prior to any lapses in coverage and provide the certificate of insurance to the State no later than seven (7) days prior to the date on which the coverage ends. Any additional insurance that is obtained should run immediately after the previous coverage ends so as to prevent any lapse in coverage. Any additional insurance obtained by the Contractor should meet the terms of the contract.

8. Price Adjustment.

- (1) Price Adjustment Methods. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
 - (a) by written, including but not limited to, written agreement on a fixed price adjustment before commencement of the additional performance;
 - (b) by unit prices specified in the contract;
 - (c) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 - (d) by the price escalation clause.
- (2) Submission of Cost or Pricing Data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-401 (Cost or Pricing Data) of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*.

MDHS may, at any time by written order, make changes in the specifications within the general scope of this Agreement. If any such change causes an increase in the amount due under this Contract or in the time required for performance under this Agreement and if MDHS decides that the change justifies an adjustment to the Contract, an equitable adjustment in the Contract may be made by written modification of this Agreement.

No charge for any extra work or material will be allowed unless the same has been provided for by written amendment to this Contract signed by both parties.

1. Procurement Regulations. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701 E, Jackson, MS 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
2. Representation Regarding Contingent Fees. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

3. Representation Regarding Gratuities. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*.
4. Stop Work Order.
 - a. *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
 - c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 - d. *Adjustment of Price:* Any adjustment in contract made pursuant to this clause shall be determined in accordance with the price adjustment clause of this contract.

5. Termination for Convenience.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

6. Termination for Default.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15

days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e. Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 7. Termination Upon Bankruptcy. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 8. Trade Secrets, Commercial and Financial Information. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 9. Transparency. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed

contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at: <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

ATTACHMENT H

Optional Clauses for Use in Service Contracts Resulting from this Request for Proposals

1. Attorney's Fees and Expenses. Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
2. Authority to Contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
3. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

4. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
5. Contractor Personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of

Contractor's employees and subcontractors is the sole responsibility of Contractor.

6. Debarment and Suspension. Contractor certifies to the best of its knowledge and belief, that it:
 - (1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
 - (2) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - (3) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
 - (5) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
7. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
8. Exceptions to Confidential Information. Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
 - (1) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 - (2) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 - (3) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 - (4) is independently developed by the recipient without any reliance on confidential information;
 - (5) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
 - (6) is disclosed with the disclosing party's prior written consent

9. Errors in Extension. If the unit price and the extension price are at variance, the unit price shall prevail.
10. Failure to Deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
11. Failure to Enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
12. Final Payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
13. Force Majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
14. HIPAA Compliance. Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
15. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint

ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

16. Integrated Agreement/Merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
17. Modification or Renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
18. No Limitation of Liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.
19. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:
[Name, Title]	[Name, Title]
[Agency Name]	[Contractor Name]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]

20. Non-solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
21. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
22. Ownership of Documents and Work Papers. Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
23. Priority. The contract consists of this agreement with exhibits, the procurement Request for Proposals No. RFP NO. 20200102 OANP (hereinafter referred to as RFP), and the response dated [date] by [CONTRACTOR NAME] (hereinafter referred to as Proposal). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the Proposal. Omission of any term or obligation from this agreement or RFP or Proposal shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
24. Quality Control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
25. Record Retention and Access to Records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until

the end of the three-year period, whichever is later.

26. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
27. Right to Audit. Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
28. Renewal. The contract may be renewed at the discretion of the agency upon written notice to Contractor at least sixty (60) days prior to each contract anniversary date for a period of two (2) successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).
29. Right to Inspect Facility. The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
30. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
31. State Property. Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.
32. Third Party Action Notification. Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.
33. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi,

Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

34. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
35. Requirements Contract. During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
36. Disputes. Any dispute concerning a question of fact under this Contract which is not disposed of by agreement shall be decided by the Director of the . This decision shall be reduced to writing and a copy thereof mailed or furnished to the Independent Contractor and shall be final and conclusive, unless within thirty (30) days from the date of the decision, Independent Contractor mails or furnishes to the Executive Director of MDHS a written request for review. Pending final decision of the Executive Director of MDHS or designee of a dispute hereunder, the Independent Contractor shall proceed in accordance with the decision of the Director of the Division. In a review before the Executive Director or designee, the Independent Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under review. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction in Hinds County, State of Mississippi, to have been fraudulent, capricious, so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.
37. Anti-Assignment/Subcontracting Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills

and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

ATTACHMENT I
ACKNOWLEDGEMENT FORM WITH CERTIFICATIONS

I/We make the following certifications and assurances as a required element of the offer to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

2. REPRESENTATION REGARDING GRATUITIES

The Respondent or Contractor represents that it **has/has not** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board, Office of Personal Service Contract Review Rules and Regulations*.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The respondent certifies that the prices submitted in response to the solicitation **have/have not** been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other respondent or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate price.

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's proposal that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

5. By signing below, the Contractor certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

- a. He/she has thoroughly read and understands this Request for Proposal (RFP) and the attachments herein;
- b. The Contractor meets all requirements and acknowledges all certifications contained in this RFP and the attachments herein;
- c. The Contractor agrees to all provisions of this RFP and the attachments herein; and
- d. The Contractor has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this RFP.

Name/Title: _____

Signature/Date: _____

Note: Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the proposal form may result in the proposal being rejected as nonresponsive. **Modifications or additions to any portion of this proposal document may be cause for rejection of the proposal.**

ATTACHMENT J
AAA LIST
AREA AGENCIES ON AGING

Central MS Area Agency on Aging

Chelsea Crittle Director
Post Office Box 4935
Jackson, Mississippi 39296
Phone: 601-981-1511 Fax: 601-981-1515
1-866-981-1511
[Michael Monk, PDD Executive Director]

East Central Area Agency on Aging

Rosie Coleman, Director
Post Office Box 499
Newton, Mississippi 39345
Phone: 601-683-2401 Fax: 601-683-7873
1-800-264-2007
[John Mike Blount, PDD Executive Director]

Golden Triangle Area Agency on Aging

Bobby Gann, Director - Ext. 104
Post Office Box 828
Starkville, MS 39760-0828
AAA Phone: 662-324-4650 (+Ext.)
Fax: 662-324-1911
1-888-324-9000
[Rudy Johnson, PDD Executive Director]

North Central Area Agency on Aging

Darlana Allen, Director
28 Industrial Park Blvd
Winona, Mississippi 38967
Phone: 662-283-2675 Fax: 662-283-5875
1-888-427-0714
[Stephen Russell, PDD Executive Director]

North Delta Area Agency on Aging

Roderick Gordon, Director
Post Office Box 1488
Batesville, Mississippi 38606-1488
AAA Phone: 662-561-4100 FAX: 662-561-4112
1-800-844-2433
[James Curcio, PDD Executive Director]

Northeast MS Area Agency on Aging

Jane Perrigo, Director
Post Office Box 600
Booneville, Mississippi 38829
Phone: 662-728-7038 Fax: 662-728-7240
1-800-745-6961 PDD Phone: 662-728-6248
[Sharon Gardner, PDD Executive Director]

South Delta Area Agency on Aging

Daryl Richardson, Jr., Director
Post Office Box 1776
Greenville, MS 38702-1776
Phone: 662-378-3831 Fax: 662-378-3834
1-800-898-3055
[Thomas L. Goodwin, PDD Executive Director]

Southern MS Area Agency on Aging

Robert Moore, Director
9225 Hwy 49
Gulfport, Mississippi 39502
P: 1-228-868-2326 Fax: 1-228-868-2550
1-800-444-8014
[Leonard Bentz, PDD Executive Director]

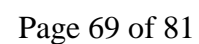
Southwest MS Area Agency on Aging

Yolanda Campbell, Director
100 South Wall Street
Natchez, Mississippi 39120
Phone: 601-446-6044 Fax: 601-446-6071
1-800-338-2049
[Wirt Peterson, PDD Executive Director]

Three Rivers Area Agency on Aging

Cleveland Joseph, Director
Post Office Box 690
Pontotoc, Mississippi 38863
Phone: 489-2415 Fax: 662-489-6815
8-County Calling Area 1-877-489-6911
[Randy Kelley, PDD Executive Director]

Planning and Development Districts



ATTACHMENT L

AREA AGENCY ON AGING MONTHLY TOTALS

AAA	Congregate Bulk	Congregate Pre-plated	Congregate Frozen	HD Bulk	HD Pre-plated	HD Frozen	Adult Day Care Bulk	ADC Frozen	Total Meals by AAA
Central MS	6760	1,620	100	4420	0	35,116	0	0	48,016
East Central	6280	840	0	7420	100	12,920	0	0	27,560
Golden Triangle	700	832	200	0	456	34540	0	0	36728
North Central	5132	316	0	4000	764	18360	0	0	28572
Northeast	0	200	2400	0	60	20,024	360	356	23,400
North Delta	0	0	380	0	0	43,780	440	0	44,600
South Delta	0	0	4040	0	0	28,332	0	0	32,372
Southern MS	9320	0	2000	0	0	39412	0	700	51,432
Southwest	0	0	3680	0	0	10,040	0	580	14,300
Three Rivers	4300	1000	0	1340	3100	14,400	400	0	24,540
Totals by Meal Type	32492	4,808	12800	17,180	4,480	256,924	1200	1636	331,520

ATTACHMENT M

DIVISION OF AGING AND ADULT SERVICES MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

STANDARD CERTIFICATIONS AND ASSURANCES

OVERVIEW

Each subgrantee and any lower-tier sub-recipient must assure compliance with the regulations, policies, guidelines, and requirements imposed by the Federal grantor agency, any applicable state statutes and MDHS. There may be additional assurances required by certain Federal awarding agencies. Therefore, all subgrantees are responsible for knowing the specific requirements of their awards.

CERTIFICATIONS

Each subgrantee must certify in writing that it will comply with the following regulations:

1. Lobbying: Shall provide certification regarding lobbying to comply with Section 319, PL 101- 121 (31 USC 1352);
2. Suspension and debarment: Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders 12549 and 12689 Debarment and Suspension;
3. Drug-Free Workplace: Shall provide certification to comply with the Drug-Free Workplace Act of 1988;
4. Unresolved Monitoring and Audit Findings; and
5. Fidelity Bond Coverage.

STANDARD ASSURANCE

The Subgrantee assures that they:

1. Has the legal authority to apply for and receive the subgrant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the subgrantee's governing body, authorizing the subgrant, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the subgrant and to provide such additional information as may be required;
2. Shall give MDHS, the State Auditor's Office, the Federal grantor agency, the Comptroller General, or any other appropriate authorized State or Federal representatives, access to and the right to examine and copy all records, books, papers, documents, or any items related to the subgrant for as long as these records are required to be retained;
3. Shall establish and maintain both fiscal and program controls and accounting procedures in accordance with Generally Accepted Accounting Principles and Federal grantor agency and MDHS directives and will keep and maintain such books and records for audit by MDHS, by the Federal grantor agency, by the State Auditor, or by the authorized representatives; and will maintain either electronic or paper files of all such records, books, papers, documents, or items for a period of at least three (3) years from the date of submission of the final 'Claim Support Form' (MDHS-BA-CS-002). If any litigation, claim, audit, or action has begun before the expiration of the three (3) year period, subgrantee will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three (3) year period, whichever is later, and will obtain written approval from the MDHS Division of Program Integrity prior to destroying any such items as described above upon the expiration of the above-stated period. The request shall be completed by submission of the 'Request of Dispose of Records' form (MDHS-DPI-001);

4. Shall comply with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. Shall provide, in a timely manner, written disclosure, and all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the subgrant;
6. Shall establish safeguards to prohibit employees from using their positions for a purpose that involves nepotism, and constitutes or presents the appearance of any other personal or organizational conflict of interest or personal gain;
7. Shall comply with all Federal and State statutes to discrimination, including, but not limited to: a.
 - a. Title VI of the Civil Rights Act of 1964, prohibiting discrimination on basis of race, color, or national origin;
 - b. Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;
 - c. Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination of the sale, rental, or financing of housing;
 - d. Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of gender in federally assisted education programs and activities;
 - e. Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;
 - f. Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of disability;
 - g. Title I, Title II and Title III of the Americans with Disabilities Act (ADA) (1990), as amended by the ADA Amendments Act of 2008;
 - h. Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and disability;
 - i. Drug Abuse Office and Treatment Act of 1972, as amended, relating to non- discrimination on the basis of drug abuse;
 - j. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism;
 - k. Section 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and
 - l. Any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non- discrimination statute(s) that may apply to this subgrant or award.
8. Shall ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by individuals with disabilities in accordance with the 2010 ADA Standards for Accessible Design;
9. Shall comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal assisted programs. These provisions apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases;
10. Shall comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;
11. Shall comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction agreements;
12. Shall conform with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by

EO 11375, and as supplemented in Department of Labor regulations(41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
14. Shall comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OBM's Standards for a Merit System of Personnel Administration;
15. Shall comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of the insurable construction and acquisition is \$10,000 or more;
16. Shall comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residential structures;
17. Shall assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974;
18. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514; (b) notification of violating facilities pursuant to Executive Order 11738; (c) conformity of Federal actions to State (Clean Air) implementation plans under Section 176 of the Clean Air Act of 1955, as amended; (d) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (e) Protection of endangered species under the Endangered Species Act of 1973, as amended; (f) Section 6002 of the Resource Conservation and Recovery Act; (g) the Coastal Barriers Resources Act; (h) protection of Wetlands pursuant to EO 11988; (i) evaluation of flood hazards in flood plains in accordance with EO 11988; and (j) assurance of project consistency with the approved State Management Program developed under the Coastal Zone Management Act of 1972;
19. Shall comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;
20. Shall comply with Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, development and related activities supported by this subgrant;
21. Shall comply with Public Law (PL) 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this subgrant;
22. Shall comply with Federal regulations regarding criteria for cost sharing or matching contributions;
23. Shall assure all funds received shall be used only to supplement services and activities that promote the purpose for which the grant is awarded and not supplant, unless specifically authorized by the program regulations and MDHS;
24. Shall comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the subgrant, including but not limited to all documentation/information required by MDHS for federal reporting purposes.

25. Shall comply with The Privacy Act of 1974 (5 U.S.C. 552a) related to gathering and disclosing of information and documentation maintained on individuals;
26. Shall comply with all requirements of the Federal Funding Accountability and Transparency Act (FFATA). This includes providing the grantor a Data Universal Number (DUNS) and other information such as executive compensation data when required so the grantor can meet the reporting requirements of FFATA;
27. Shall comply with the Program for Enhancement of Contractor Employee Whistleblower Protections (48 CFR 3.908-3, 48 CFR 52.203-17 and 41 U.S.C. 4712). Specifically, the subgrantee/lower-tier sub-recipient shall provide written notification to all employees of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 CFR 3.908 of the Federal Acquisition Regulation. Subgrantees shall also include in each agreement with lower-tier sub-recipients the required whistleblower provisions, as mandated in 48 CFR 52.203-17.
28. Shall provide the required certification regarding lobbying to comply with Section 319, PL 101-121 (31 U.S.C. 1352);
29. Shall provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with Executive Orders' 12549 and 12689 Debarment and Suspension;
30. Shall provide certification to comply with the Drug-Free Workplace Act of 1988.

Subgrantees are responsible for ensuring that they will require any lower-tier sub-recipients to comply with the above listed regulations, assurances, and any other applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the original Subgrant, including but not limited to all documentation/information required by MDHS for federal reporting purposes.

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:

SUBGRANTEE NAME AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE:

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

ATTACHMENT N

FOR NON STATE AGENCIES ONLY

**Mississippi Department of Human Services
Board Member's Notification of Liability**

MDHS assumes no liability for actions of the Vendor or its employees, agents or representatives under this Agreement. Vendor agrees to indemnify, defend, save and hold harmless MDHS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Vendor and/or its agents, employees, contractors, or subcontractors, in the performance of this Agreement.

The Vendor acting through its Board of Directors assumes liability in the event the Contractor misuses funds or fails to perform according to the provisions of the Agreement. The Vendor shall notify each Board member, in writing, within 15 days of receiving the executed Agreement of this requirement, and the Vendor shall sign a statement of this effect prior to receiving funds under this Agreement.

I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by _____ of liability in the event that _____ misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Agreement file.

Signature of Entity's Director _____

Name: _____

Organization: _____

Date: _____

Witness: _____

Date: _____

_____ is a state agency; therefore, this form does not apply.

Signature of Authorized Official
(No stamped signature)

Date

ATTACHMENT O

REQUIRED INFORMATION CHECKLIST (To be submitted with the Proposal)

Respondents shall thoroughly examine all aspects of this RFP and be responsive to all stated requirements. All of the supplemental materials identified and requested in this section (Section 2.4.1 inclusive) must be submitted with the Proposal and made a part of the Proposal. Failure to submit any required information will be grounds for rejection of a Proposal.

The following required information shall be submitted with the proposal in the order listed:

- _____ **A. Statewide Capability: (Section 2.2.1 and 2.4.2)**
 - 1. Description of the statewide service system proposed to provide meals as specified in this document
 - 2. References from at least two (2) current contracts of comparable nature and complexity
- _____ **B. Cost Per Meal: (Sections 2.2.2, 2.4.1 and 2.4.8; and 2.7.4)**
 - 1. Price per meal type recorded on the Guaranteed Price Per Meal Sheet (Attachment C) and;
 - 2. Statement certifying that the price per meal was arrived at without any conflict of interest.
- _____ **C. Evidence of Insurance Coverage:** The insurer must furnish with the proposal evidence of insurance coverage which will satisfy the applicable laws and regulations of the State of Mississippi. See Section 3.1.

The company awarded this contract shall name MDHS as an additional insured in the Comprehensive and Automotive Liability Insurance policy(ies).
- _____ **D. Audited Financial Statements:** Copy of recent audited financial statements reflecting evidence of financial stability and the capability to sustain operations.
- _____ **E. Operating and Reporting Assurances:** (Section 2.4.1) Statement assuring compliance with all detailed operating and reporting requirements.
- _____ **E. Proposal Guarantee:** A firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a proposal as assurance that the respondent will, upon acceptance of his proposal, execute such contractual documents as may be required within the time specified. This bond must be equivalent to 5% of the proposal price.
- _____ **F. Hazard Analysis Critical Control Point (HACCP) Program:** (Sections 2.4.1.1.6 and 2.4.8.4) Copy of policy and procedures describing HACCP principles implemented in the receiving and storage of food, recipe development, and meals preparation and delivery related to this contract.
- _____ **G. Environmental Practices:** (Section 2.4.2.6) Statement of an environmentally sound delivery system regarding the recycling of goods and the disposal of waste material.
- _____ **H. Production Facilities and Equipment:** (Sections 2.4.3)
 - 1. Buildings: (Sections 2.4.1.1.4 and 2.4.3.1) For each location/proposed location dedicated to this contract provide the following information:

- a. The physical location(s) of the food preparation site dedicated to this contract
 - b. Copy of proof of ownership, lease agreements, or written statements from lessors for all sites, showing availability during this contract period
 - c. Statement indicating the number of meals that can be produced daily at each site
 - d. Diagram of each production site, including the placement of equipment and appliances
 - e. Description of the type and physical aspects of the production site(s) stationary equipment: ovens, kettles, freezers, coolers, etc.
 - f. Copies of current inspection documentation for each site from the local health and fire departments that fulfills all applicable state, local, health, fire, safety, building, zoning, and sanitation laws, ordinances, and codes.
 - g. For hot meals: A Map of the state/or listing of counties with location of hot-bulk/pre-plated food preparation sites identified, with a description of delivery procedures for hot meals, including methodology for determining routes, projected number of routes, maximum number of centers and meal count per route and delivery radius and transit times to delivery sites.
 - h. For frozen meals include proposed shipping and delivery procedures and schedule for all aspects from production to home and site delivery, and methodology for determining routes.
2. Equipment: (Sections 2.4.3.2 and 2.4.4) - Description of the type and physical aspects of the following, pertaining to frozen, hot, cold foods and non-food items:
 - a. Automotive vehicles used for transporting meals
 - b. Portable food carriers used for transporting and maintaining temperatures of all meals; and
 - c. Serving utensils, disposable service supplies, etc.

_____ **I. Meal Standards/Menus:** (Sections 2.4.5 – 2.4.9)

1. Statement assuring compliance with federal and state requirements for meal standards (2.4.5), meal pattern (2.4.6), and meal product specifications (2.4.7), including use of U.S. produced products for NSIP funds.(Sec. 2.4.7)
2. Statement assuring compliance with all phases of meal planning (2.4.8).
3. Copies of one 4-week cycle sample menus for breakfast, and lunch bulk, pre-plated, frozen, shelf-stable, upgraded and picnic meals, including reduced sugar dessert (2.4.8 and 2.4.9).
4. Copies of computer nutrient analysis for each meal in the 4-week cycle (2.4.5).

_____ **J. Frozen Meals USDA Certification:** Copy of the USDA grant of inspection.

_____ **K. Frozen Meals Electronic Delivery Capability:** (Section 2.4.9.3 (b))

1. Description of a computerized tracking system for door-to-door delivery of frozen meals by the vendor to participant homes.
2. Copy of material used to train the AAA(s)/service providers on such system.

_____ **L. Contingency Plans:** (Sections 2.4.10 and 2.4.11.1) Description of plans that include:

1. Course of action in the event of food shortages, substandard temperatures at the point of delivery, and/or unacceptable food quality (2.4.10)
2. Food delivery in emergency situations (2.4.11.1-3)
3. Personnel Shortages

_____ **M. Product Recall Policy:** (Sections 2.4.1.1.6 and 2.4.11.4) Copy of company policy and procedures for product recall and notification in the event of a possible health hazard related to the meals served in this contract.

_____ **N. Personnel:** (Section 2.7)

1. Organizational chart of all management personnel related to this contract.

E-Verify. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: a) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, c) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

_____ **O. Training:** (Section 2.7.7) Description of employee training and trainer qualifications in:

1. Food safety and sanitation
2. Driver safety

_____ **P. Employment Philosophy:** (Section 2.7.9) Statement of philosophy regarding employing:

1. People over age 55, including qualified participants in the Temporary Assistance for Needy Families (TANF) Work Program.

_____ **Q. MDHS Forms:**

1. Attachment A – Proprietary Information Form
2. Attachment B – Debarment Verification Form
3. Attachment C – Guaranteed Price- Per- Meal Sheet
4. Attachment D – Proposal Evaluation Sheet
5. Attachment F – Proposal Exception Summary Form
6. Attachment I – Acknowledgement Form
7. Attachment M – Certifications & Assurances Form
8. Attachment N – Liability Form
9. Attachment P - References

ATTACHMENT P

REFERENCES

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 2

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 3

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 4

Name of Company: _____
Dates of Service: _____

Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail: _____

REFERENCE 5

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternative Contact Person (optional):
Telephone Number: _____
Cell Number: _____
E-mail: _____

Respondent may submit as many references as desired by submitting as many additional copies of Attachment P, References, as deemed necessary. References will be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed for each of the two (2) references. No further references will be contacted; however, respondents are encouraged to submit additional references to ensure that at least two (2) references are available for interview. MDHS must be able to contact two (2) references within two (2) business days of proposal opening to be considered responsive.

ATTACHMENT Q
REFERENCE SCORE SHEET

****TO BE COMPLETED BY MDHS STAFF ONLY****

Name of Respondent: _____

Reference Name: _____

Person Contacted, Title/Position: _____

Date/Time Contacted: _____

Contacted By: _____ Position: _____

Services From/To Dates: _____

Questions	Response (Circle One)	
	Yes	No
Able to provide Meal Delivery Services when requested?	Yes	No
Satisfied with the services provided? If no, please explain.	Yes	No
Vendor easy to work with when scheduling Meal Delivery Services?	Yes	No
Were the Meal Delivery Services completed on time and within budget?	Yes	No
Vendor listened when you had an issue and readily offered a solution? (If never had an issue, please check here ____.)	Yes	No
Would you enter into a contract with them again?	Yes	No
Would you recommend them?	Yes	No

Each “yes” is one point; each “no” is zero points. Respondent must have a minimum score of “6” from two references (total of “12” points) to be considered responsible and for its response to be considered.

Score: _____

Do you have any business, professional or personal interest in the respondent’s organization? If yes, please explain.	Yes	No
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Notes:
