

**REQUEST FOR SEALED PROPOSALS: MISSISSIPPI DEPARTMENT OF MENTAL HEALTH FACILITIES
ISSUED BY: MISSISSIPPI STATE HOSPITAL
ISSUE DATE: April 3, 2015**

TO PROVIDE: Professional Food Management Services: (File 05.18.2015.414)

CLOSING LOCATION

**Mississippi State Hospital
Purchasing Department - Building 93
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193**

RFP COORDINATOR/CONTACT

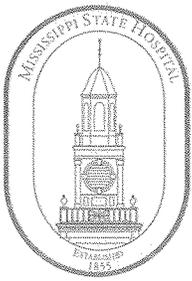
**H.L. Lockhart/Purchasing Chief
Telephone: (601) 351-8056
Fax: (601) 351-8034
E-Mail: Lockhhl@msh.state.ms.us**

TECHNICAL CONTACT

**Kelly Breland, Support Services Director
Telephone: (601) 351-8496
E-Mail: Kelly.breland@msh.state.ms.us**

CLOSING DATE & TIME

**A complete copy of your initial proposal must be received by 3:00 P.M. CST on 5/18/2015.
A complete copy of your final proposal must be received by 3:00 P.M. CST on 6/9/2015, if required.**



MISSISSIPPI STATE HOSPITAL

P.O. BOX 157-A, WHITFIELD, MS 39193

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

MISSISSIPPI STATE HOSPITAL FOR DEPARTMENT OF MENTAL HEALTH FACILITIES

3550 HWY 468 WEST/P.O. BOX 1

WHITFIELD, MS 39193

April 3, 2015

1.0 GENERAL INFORMATION

- 1.1 In accordance with the rules and regulations of the Mississippi Personal Service Contract Review Board (MSPSCRB), Mississippi State Hospital (MSH) will receive written sealed proposals for the Management of Food Services described in the following specifications on behalf of the Mississippi Department of Mental Health facilities cited later in this paragraph. The proposals will be to provide food management services for the Mississippi State Hospital (MSH), East Mississippi State Hospital (EMSH), North Mississippi State Hospital (NMSH), and South Mississippi State Hospital (SMSH), henceforth in this RFP to be referred to as the Mississippi Department of Mental Health Facilities or MDMHF.
- 1.2 **Initial** written and sealed proposals must be received not later than 3:00 P.M. (Central Time) on **May 18, 2015**. **Final** written and sealed proposals, if required, must be received not later than 3:00 P.M. (Central Time) **June 9, 2015**. Proposals will be opened in building 93, the Central Warehouse. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of state personnel directly serving Mississippi State Hospital or the Mississippi Department of Mental Health.
- 1.3 The Request For Proposal (RFP) coordinator is as listed below and any questions concerning the RFP document or the RFP process should be submitted to him in writing:
- H.L. Lockhart/Purchasing Chief
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193
(601) 351-8056/Phone
(601) 351-8034/Fax
E-Mail: lockhhl@msh.state.ms.us
- 1.4 On site visits may be requested for each MDMHF. All interested parties shall contact the RFP coordinator to obtain contact information for scheduling on site visits at any MDMHF. The purpose of an onsite visits is to allow potential offerors an opportunity to view agency

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

operations and property plant and equipment. Offerors should submit any initial questions along with Exhibit – A by 5:00 pm, April 29, 2015.

- 1.5 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.
- 1.6 The contract shall be governed by the applicable provisions of the *Mississippi Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol, Suite 800, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.
- 1.7 The term of the awarded contract shall be for a period of one (1) year with an option to renew for four (4) additional one year terms for the services as specified in the request for proposal. The estimated start date for this contract shall be **September 1, 2015** and the final end date is projected to be **August 31, 2020**.
- 1.8 It is our intent to procure food service management services for the types and quantities listed in this request for proposal, however, quantities may be increased or decreased accordingly if the needs of MDMHF require such a change. Contract award shall be a requirement contract as defined by paragraph 3-501.05.3 of the MSPSCRB regulations and therefore quantities of MDMHF service requirements will be considered indefinite, no specific quantity of services are guaranteed.
- 1.9 Failure to examine any drawings, specifications, and instructions will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications. Any requests for clarification, and all final questions, shall be in writing and shall be submitted to the RFP Coordinator no later than **May 8, 2015 at 5:00 P.M.**
- 1.10 If any questions or responses require revision to the solicitation as originally published, such revisions shall be by formal written amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator.
- 1.11 No proposal amendment shall be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within five days of a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
- 1.12 It is the intent of the specifications to obtain a service that will adequately meet the needs of MDMHF while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify MDMHF if the specifications, terms or

conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the request for proposal or proposal procedures must be received in the RFP Coordinator's office not less than ten (10) working days prior to the time and date set for proposal opening.

- 1.13 The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any prospective offeror. Offerors should submit detailed descriptions, literature and support data for the services they propose to furnish.
- 1.14 Only one proposal, per line item, per offeror. This means that only a single proposal will be accepted from each offeror for each line item requested. Alternate proposals unless specifically requested will not be considered.
- 1.15 Offeror shall quote all prices as fixed and firm pricing. Offeror will be allowed to increase pricing annually in the month of February to be effective the following July based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics showing February data for that same year, not to exceed 3%.
- 1.16 No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the final closing time and date shall not be considered.
- 1.17 If contract has to be canceled because of the awarded vendor's failure to perform or request for an unspecified price increase, that vendor shall be removed from our offeror's list for a period of no less than twenty four (24) months or the maximum time allowed by Mississippi Service Contract Review Board regulations, whichever is greater.
- 1.18 The offeror understands that MDMHF are equal opportunity employers and therefore, maintain 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 Offeror agrees during the term of the agreement that the Offeror will strictly adhere to this policy in its employment practices and provision of services. Offeror 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.
- 1.19 It is expressly understood and agreed that the obligation of MDMHF to proceed under any eventual 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 MDMHF, MDMHF shall have the right upon ten (10) days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to MDMHF of any

kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

- 1.20 The MDMHF Director or designated Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the Vendor 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 the Vendor, 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, the Vendor 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 MDMHF Director or Procurement Officer shall either:
- A. Order to Stop Work.
 - (1.) cancel the stop work order; or
 - (2.) terminate the work covered by such order as provided in the 'Termination for Default Clause' (paragraph 13) or the 'Termination for Convenience Clause' (paragraph 12) 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, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the contract shall be modified in writing accordingly, if:
 - (1) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this contract; and
 - (2) the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MDMHF Director or 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. 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. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (paragraph 28) of this contract.
- 1.21 Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDMHF agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

- 1.22 MDMHF reserves the right to reject any and all proposals in whole or in part and unless otherwise specified by the offerors, to award services, parts of services or by any group of services on the proposal. MDMHF also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the MDMHF best interest. Also the right is reserved to waiver minor informalities. If the offeror fails to state the time within which proposal must be accepted, it is understood and agreed that the Mississippi Department of Mental Health shall have sixty (60) days to accept.
- 1.23 It is the intent of MDMHF to procure only services that meet the minimum standards stated herein. Alternates, if specified, will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and process details along with proposal for evaluation and approval.
- 1.24 All services must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed shall be of current production and of the latest design and construction.
- 1.25 Proposal openings will not be open to the public. They will serve only to open proposals. No discussion will be entered into with any offeror as to the quality or provisions of the specifications, and no award shall be made either stated or implied at the proposal opening. Openings will be conducted so as to avoid disclosure of contents to competing offerors during the process of negotiation.
- 1.26 MDMHF may conduct discussions with offerors after initial proposals are classified. Those offerors that submit proposals that are classified as acceptable or potentially acceptable may be scheduled for discussion or MDMHF may choose to accept proposals without discussions. Discussions will be held to promote understanding of MDMHF requirements and the offeror's proposal, facilitate arriving at a contract that will be most advantageous to MDMHF taking into consideration established evaluation factors; and to determine in greater detail offeror's qualifications and provide offerors with an opportunity to revise and submit a best and final offer.
- 1.27 MDMHF shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this RFP, except for the offeror's internal administrative and quality assurance files and internal project correspondence. The offeror shall deliver such documents and work papers to MDMHF upon termination or completion of agreement. The foregoing notwithstanding, the offeror shall be entitled to retain a set of such work papers for its files. Offeror shall be entitled to use such work papers only after receiving written permission from MDMHF and subject to any copyright protections.
- 1.28 The successful vendor will ensure that any written material provided by the vendor in response to any eventual agreement shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted

- in a format approved by the designated MDMHF Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the agreement requirements shall be borne by the successful vendor. MDMHF may waive these requirements if it is determined to be in the best interest of MDMHF.
- 1.29 The successful vendor will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all vendor owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost to MDMHF.
 - 1.30 MDMHF accepts no responsibility for any expenses incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
 - 1.31 The offeror shall mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
 - 1.32 The offeror agrees that submission of a signed proposal form is certification that the offeror will accept an award made to it as a result of the submission.
 - 1.33 Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by MDMHF upon which the offeror will rely. If the offeror receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
 - 1.34 Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal or prior to submitting the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by MDMHF by the time, date and at the place specified for receipt of proposals.
 - 1.35 Offerors taking exception to any part or section of the solicitation shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
 - 1.36 If applicable, Offeror 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. Miss. Code Ann. §§ 71-11-1 *et*

- seq.* (1972, as amended). 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. Offeror 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, Offeror agrees to provide a copy of each verification. Offeror further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject the Offeror 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; (b) the loss of any license, permit, certification or other document granted to Offeror 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 termination/cancellation, Offeror 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.
- 1.37 This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.*, (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. §§27-104-151 *et seq.* (1972, as amended). 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 Offeror 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.
- 1.38 Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Please see **Exhibit – B** for applicable rules and the signature page which must be signed and returned with your proposal.
- 1.39 The eventual contract awarded as a result of this RFP must be approved by the State Board of Mental Health.
- 1.40 Offerors shall be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services in the State of Mississippi.

- 1.41 In accordance with MPSCRB regulation 7-112 Offerors may request, in writing, a post-award debriefing. The request for the debriefing must be received by MDMHF within three (3) business days of notification of the contract award. Offerors, minimally, shall receive information as specified in MPSCRB regulation 7-112.03, during scheduled debriefings.
- 1.42 Offerors must register as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of an initial proposal.

2.0 PURPOSE

MDMHF seek to contract with one vendor to provide professional food service management services to all cited MDMHF departments and divisions. Services sought must meet all applicable regulations and standards. MDMHF intend to select a provider who has the proven experience and expertise to perform the services described in this RFP and shows the potential to be able to duplicate a high level of performance, within our allocated budget, for all required services. The Offeror shall be responsible for the day to day operation of MDMHF food services. Acting as an independent agent the Offeror shall be responsible for all personnel, business functions to include accounting and purchasing, and all aspects of day to day management decisions.

3.0 BACKGROUND AND SCOPE OF SERVICES

See **Exhibits D1 to D4** for background and scope of services information for each MDMHF.

4.0 FOOD SERVICE SCHEDULES

Food service schedules for each MDMHF are available from the RFP coordinator.

5.0 DEFINITIONS

- 5.1 RFP – Means Request for Proposal.
- 5.2 Vendor/Contractor/Offeror – Means food service authorized individual representative or company responding to the request for proposal or intending to respond to the Request For Proposal.
- 5.3 MDH – Means Mississippi Department of Health.
- 5.4 MDMH – Means Mississippi Department of Mental Health.
- 5.5 MDE – Means Mississippi Department of Education.

- 5.6 JC – Means The Joint Commission.
- 5.7 USDA – Means United States Department of Agriculture.
- 5.8 CMS – Means Centers for Medicare and Medicaid Services.
- 5.9 QM – Means quality management.
- 5.10 PI – Means performance improvement.
- 5.11 MDMHF – Mississippi Department of Mental Health Facilities.
- 5.12 HAACP – Hazard Analysis and Critical Control Point
- 5.13 RD – Registered Dietitian, Registered by the Commission on Dietetic Registration, and Licensed by the State of Mississippi
- 5.14 CDM – Certified Dietary Manger, Certified by the Commission on Dietetic Registration

6.0 SPECIFICATIONS

- 6.1 The successful vendor will adhere to all regulations and standards that govern MDMHF.
 - 6.1.1 The Joint Commission
 - 6.1.2 MDH, Division of Licensure and Certification
 - Nursing Home Regulations
 - Minimum Standards of Operations for Hospitals
 - Minimum Standards of Operation for Psychiatric Hospitals
 - Minimum Standards of Operation for Psychiatric Residential Treatment Facilities
 - 6.1.3 CMS Standards
 - 6.1.4 Mississippi Department of Education Child Nutrition Program
 - 6.1.5 MDMHF Policies and Procedures
 - 6.1.6 MDMH Policies and Procedures
- 6.2 When planning and preparing menus successful vendor will adhere to the MDMHF Food and Nutrition Services Manual or Policies and Procedures of each MDMHF. Copies are available from the RFP coordinator.
- 6.3 The successful vendor will adhere to all requirements of the MDE Child Nutrition Program to include the terms and conditions as it applies to a MDMHF, **Exhibit - D**.

6.4 Nourishments.

- 6.4.1 Food and drink items will be requisitioned by MDMHF Nursing Staff for feeding to patients between meals. Procedures to be agreed upon by Offeror and respective MDMHF.
- 6.4.2 MDMHF reserves the right to make additions and deletions to the nourishment list. Items to be available include but are not limited to:
- Coffee and decaf. Coffee
 - Tea
 - Fruit Juices
 - Soups
 - Cheese
 - Crackers
 - Cookies
 - Peanut Butter
 - Fresh Fruit
 - Bread
 - Baked Chips
 - Water
 - Prunes
 - Mayonnaise, mustard, ketchup
 - Cereals, dry and instant hot
 - Sugar, artificial sweetener
 - Whole grain crackers
 - Lunch Meat, meat spreads
 - Animal crackers
 - Graham crackers
 - Popcorn – Low fat
 - Granola Bars
 - Pretzels
 - Yogurt
 - Pudding
- 6.4.3 The successful vendor will adhere to the MDMHF Food and Nutrition Services Manual and Policies and Procedures of each MDMHF, on file with RFP coordinator.
- 6.4.4 The vendor's dieticians will develop a snack suggestion list appropriate for diets of patients in each building. Vendor will consult with building staff on appropriate snacks.
- 6.4.5 Nourishments will be delivered at least once per week based on requisitions submitted by each building.
- 6.4.6 The nourishment budget for each building may not be exceeded without MDMHF management approval. MDMHF reserve the right to make changes in any buildings' nourishment budget.
- 6.4.7 The successful vendor will maintain a set inventory level of nourishment items and will notify buildings when orders cannot be filled as requisitioned.
- 6.4.8 Offeror shall submit a price list for nourishments which contains firm and fixed pricing. Successful vendor will be allowed to increase pricing annually based on the percentage of change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, or 3%, whichever is lesser.

- 6.4.9 Offeror shall provide special diet snacks which shall be prepared, labeled and delivered for diabetic, 6 meal and any other prescribed special diet that requires more than 3 meals.
- 6.5 Medication/Treatment Products.
- 6.5.1 Food items to be used as medicine or to administer medications shall be available for each building to order.
- 6.5.2 Medication/Treatment Products include but are not limited to:
- Cranberry Juice
 - Applesauce
 - Drink Mix
 - Prune Juice
 - Bran
- 6.5.3 Offeror shall submit a price list for medication/treatment products which contains firm and fixed pricing. Successful vendor shall be allowed to increase pricing annually based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, or 3%, whichever is lesser.
- 6.6 Supplements
- 6.6.1 The offeror shall establish a formulary of commercial dietary supplements, with input from MDMHF staff as required.
- 6.6.2 Supplements will be delivered to each patient building a minimum of once per week based on the doctor's orders submitted on the diet lists.
- 6.6.3 Supplements will be purchased by MDMHF through the group purchasing contract as authorized by MDMH. Successful Offeror will provide distribution of supplements and will offer a fixed firm price for this service.
- 6.6.4 Tube feeding formula in the ready to hang form will be available.
- 6.7 Programmatic/Recreational Meals
- 6.7.1 Offeror shall provide meals for programmatic or patient/resident activities based on a selection of set menus provided by offeror. Examples include picnics, sack lunches, and cookouts.
- 6.7.2 Programmatic/Recreational meals shall replace a meal on the seasonal cycle menu.
- 6.7.3 Programmatic/Recreational meals shall include all paper goods, disposable utensils, etc. as well as food.

- 6.7.4 Offeror shall provide special theme meals for all patients/residents each month. Schedules will be coordinated with the MDMHF Rehabilitation/Recreation Department.
- 6.7.5 Offeror shall provide birthday cake, ice cream, disposable plates and utensils for each patient/resident building once per month. This will be coordinated with the MDMHF Recreation Department.
- 6.7.6 The Offeror shall establish and publish a reasonable "cut-off" time for final changes before special events other than birthdays and theme meals.
- 6.7.7 Programmatic/Recreational meals shall be included in the fixed firm price for regular meals.
- 6.8 Employee Dining
- 6.8.1 Offeror shall offer meal service in the designated cafeteria for employees for breakfast and/or lunch Monday through Friday except on statutory holidays and as declared by the Governor of Mississippi as applicable for each facility.
- 6.8.2 Offeror shall provide fixed firm pricing for employee meals and an explanation of service options.
- 6.9 Food Production – Ordering, Receiving, Storing, Distribution
- 6.9.1 Offeror shall adhere to MDMHF Food and Nutrition Services Manual or Policies and Procedures as applicable, on file with the RFP coordinator.
- 6.9.2 The Offeror shall keep a sample of each food served to patients for seventy two (72) hours after the final serving.
- 6.9.3 The following specifications establish minimum qualities acceptable to MDMHF in the procurement of raw foods by the successful offeror. Offerors must furnish, with the proposal, a complete list of the grades and qualities of raw food to be used.
- Canned Fruits: USDA Grade A or Fancy
 - Dairy Products: USDA Grade A
 - Eggs: USDA Grade A Large Whole Fresh Eggs (Fresh, frozen pure whole eggs). The only additives acceptable are milk, salt and citric acid to maintain and preserve quality preparation, with citric acid added to preserve color. Salmonella negative as determined by USDA method of analysis. Product shall be fresh, frozen, pasteurized and homogenized.
 - Frozen Fruits and Frozen Juices: USDA Grade A
 - Frozen Vegetables: USDA Grade A
 - Canned Vegetables: USDA Grade A or Fancy
 - Fresh Produce/Fruits: US or No. 1, USDA Grade A
 - Spices and Seasonings: Shall be prepared in accordance with best

commercial practices, under strict sanitary conditions from clean, sound, true products and made from which no portion of any volatile or other flavoring principle has been removed, and shall be free from artificial coloring, adulterants and impurities.

- Meat and Poultry: All meat to be US Domestic, beef for dry roasting – USDA Good, Ground Beef – made from 80/20 USDA choice beef not to exceed 30% trimmable fat. Pure beef only, no extenders accepted. Added fat must be 50/50 trim minimum. Prepared beef thoroughly blended prior to grinding. Initial grinding through a plate having 1/8 inch holes in diameter. Shall contain no organ meats. Ground beef packed immediately upon conclusion of grinding and quick frozen. USDA inspected and stamped.
- USDA Foods donated by the US Department of Agriculture shall be used in accordance with standard menu practices based upon availability.
- No Texturized Vegetable Protein or Monosodium Glutamate additives without explicit permission from the respective MDMHF.

6.10 Catering

- 6.10.1 Offeror will be notified by MDMHF at least five (5) days prior to the event to be catered.
- 6.10.2 Offeror will charge MDMHF at cost for food, supplies, and labor used for catering.
- 6.10.3 Offeror shall bill charges, for catering events, on separate invoices referencing event and approved MDMHF purchase order number.
- 6.10.4 Offeror shall have the right to establish a maximum number of catering events to be handled at one time.
- 6.10.5 Offeror shall establish menus and firm fixed pricing for MDMHF to choose from for catered events.

6.11 Nutritional Care of Patients/Residents

- 6.11.1 Offeror shall provide age specific nutritional care to all applicable divisions of MDMHF.
- 6.11.2 Offeror shall provide consulting services for MDMHF divisions if requested.
- 6.11.3 Offeror shall ensure that menus are signed by a Registered Dietician that is licensed by the State of Mississippi.

6.12 QM/PI Requirements

- 6.12.1 Offeror shall adhere to MDMHF Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.

- 6.12.2 Offeror shall share benchmarking data from other vendor clients with MDMHF.
- 6.12.3 Performance standards as approved by Offeror and MDMHF will be measured twice yearly through an unannounced Environment of Care inspection, conducted by a team assigned by MDMHF to include but not limited to (Risk Management, Infection Control, Physical Plant Services and Dietary).
- Compliance with sanitation, safety and acceptable levels of service shall be monitored.
 - If compliance is deficient, MDMHF will notify the vendor and penalties will be assessed if applicable.
- 6.12.4 When compliance rates fall below the expected standard, the Offeror must submit written corrective action plan to MDMHF within ten (10) calendar days of notification of the deficiency.
- 6.12.5 The corrective action plan must include:
- How to correct the deficiency for patients affected.
 - How to identify those patients potentially affected by the same deficiency.
 - How to prevent the deficiency from recurring.
 - How the Offeror will monitor and ensure compliance with the corrective action plan and prevent the same deficiency from recurring.
- 6.12.6 Offeror shall participate in developing and implementing the plan of correction for survey deficiencies.
- 6.12.7 MDMHF, regulatory agencies and other organization personnel will at times have ready access to the premises to inspect and ensure that property furnished is being maintained, used properly, and accounted for.
- 6.12.8 Offeror shall maintain an emergency preparedness plan which covers minimally inclement weather such as hurricanes, tornados, and winter weather. The plan shall also address civil restriction from property (i.e: facility disturbances).
- 6.13 Penalties
- 6.13.1 At any time that the successful Offeror and the designated MDMHF Officer agree that performance standards are not being met, a penalty will be assessed.
- 6.13.2 The penalty will be 1-1/2% of weekly billings until performance standards are met, with a minimum penalty of 1-1/2% of billing for the week immediately following discovery of noncompliance by MDMHF staff.
- 6.13.3 If the designated MDMHF Officer and the Offeror do not agree, the matter will be referred to the MDMHF Director for a final decision.

- If the MDMHF Director finds the Offeror within compliance, penalty will not be assessed.
- If the MDMHF Director finds the Offeror out of compliance, penalty will be assessed as in 6.13.2 above.

6.13.4 Penalty will be assessed for non-timely corrective action.

6.13.5 If a citation from a MDH or other survey result in a monetary fine attributed to Offeror, Offeror will pay the fine.

6.13.6 MDMHF will not pay for any food items that are spoiled or unwholesome at the time of delivery, do not meet Child Nutrition Program specifications for food components or menu items, or do not otherwise meet requirements of this RFP and eventual contract agreement.

6.13.7 Offeror shall pay any over claims to the Child Nutrition Program due to Offeror negligence or non-compliance with regulations for the three (3) year period for which records are subject to review by the MDE or USDA.

6.14 Sanitation and Safety

6.14.1 Offeror shall adhere to the MDMHF Food and Nutrition Manual or Policies and Procedures, available from the RFP coordinator.

6.14.2 Offeror shall be responsible for safety, sanitation and maintenance in the following areas:

- Physical plant of main kitchen, restrooms, and cafeterias including food service equipment. Offeror shall also be responsible for floor care to include disinfection/cleaning and waxing.
- Food supply and storage, handling during preparation, transportation and service in patient and employee cafeterias.
- Personal hygiene of food service employees.

6.15 Personnel

6.15.1 Offeror shall adhere to MDMHF Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.

6.15.2 MDMHF shall reserve the right of final interview and approval for all management personnel. If at any time a vacancy occurs in the senior management team, the vacancy must be filled within thirty (30) days or penalties will be assessed as in 6.13.2.

- 6.15.3 Offeror shall furnish sufficient site qualified personnel to ensure that the food service program is operated according to quality food service standards and personal conduct standards acceptable to MDMHF.
 - 6.15.4 The Offeror shall be responsible for paying all of its employees to include management staff.
 - 6.15.5 Food service management staff are subject to the Offeror's direct supervision and approval and are members of the Offeror's staff.
 - 6.15.6 Food service personnel policies shall be those of the Offeror.
 - 6.15.7 In addition to on-site personnel, sufficient personnel must be employed by the Offeror's company to keep the food service operation current on new food products, menu ideas, appropriate research, and new food production equipment and methods.
 - 6.15.8 Consultation with Offeror supervisory and technical staff may be requested and utilized by MDMHF Administration for proper functioning of the food service program.
 - 6.15.9 The Offeror must have access to a pool of qualified replacement personnel to ensure continuity of service in the event of strike, resignation, dismissal, or illness of on-site personnel.
 - 6.15.10 The expense of temporary employees will be borne entirely by the Offeror and these employees shall pass all security background checks and substance abuse testing prior to employment on State Property.
 - 6.15.11 The Offeror agrees not to hire any MDMHF employees without the express verbal consent of the MDMHF Director or his designate during the contract period.
 - 6.15.12 Should labor problems arise to the extent that legal advice and assistance are necessary, such expenses as are associated with acquiring such advice and assistance shall be borne exclusively by the Offeror.
 - 6.15.13 The Offeror shall provide an on-site dietician in designated food service areas for each meal serving, during the course of a MDH licensure survey.
 - 6.15.14 The Offeror shall provide information on the turnover rate for service staff and management staff.
- 6.16 Billing
- 6.16.1 Only those meals actually served shall be billed.
 - 6.16.2 Pass meals for patients on pass greater than 24 hours will not be billed.

- 6.16.3 Offeror shall submit a weekly invoice to MDMHF within three (3) days after the end of each week.
- 6.16.4 Offeror shall submit a final invoice for the MDMHF Fiscal year by August 10th each year.
- 6.16.5 Each invoice shall show a breakdown by building of charges and an overall summary by MDMHF divisions.
- 6.16.6 Offeror shall maintain documentation to support invoice amounts.
- 6.17 Financial Records/Monthly Reports (Deliverables)
- 6.17.1 Offeror shall utilize generally accepting accounting principles and practices in the maintenance of financial records for the food service operation.
- 6.17.2 Offeror shall permit MDMHF or State of Mississippi Authorities to:
- Audit its accounts
 - Verify all reports, records and data
 - Obtain other desired information by direct reference to ledgers, correspondence, memoranda, and any other records pertinent to food service operation.
- 6.17.3 Offeror shall submit the following monthly reports to MDMHF by the 15th of each month as applicable for MDMHF:
- Nourishment – beginning budget and budget used by building
 - Medication/Treatment Products – dollar amount used by building
 - Special Events – number of events per division, dollar amount charged for each event
 - Catering – number of events, number of people prepared for, number actually served, food cost, supply costs, labor cost per event
 - Commodity Activity – amounts received, used, in inventory, full value
- 6.18 Resources To Be Provided By MDMHF:
- 6.18.1 All food production and food service facilities, as equipped and ready to operate. Such fixtures and equipment shall be maintained in a manner that is acceptable to any governmental supervising agent. Any replacement of equipment that wears out as the result of normal wear will be provided through negotiation between MDMHF and Offeror.
- 6.18.2 Pest control
- 6.18.3 Maintenance, repair, and negotiated replacement of existing equipment owned by MDMHF

- 6.18.4 All utilities, even during period of service interruptions such as during bad weather, facility damage, renovation and construction
 - 6.18.5 Local phone service
 - 6.18.6 Building preventative maintenance and repair inside and outside to include painting
 - 6.18.7 Building and/or facilities renovations to accommodate changes directed by MDMHF
 - 6.18.8 Maintenance of grounds
 - 6.18.9 Maintenance and replacement of lighting
 - 6.18.10 Serving of patient meals to include tray and bulk (except for EMSH, SMSH and NMSH)
 - 6.18.11 Cleaning of pantry and dining areas within patient care buildings to include walls, draperies, blinds, windows, tables, chairs and floors
 - 6.18.12 Accounting for and returning, to the site of delivery, food pans in bulk service areas and metal utensils in those areas with tray service
 - 6.18.13 Inventory of small wares which will be turned over to contractor and upon dissolution of the contract the contractor shall be responsible for replacement.
- 6.19 Resources To Be Provided By Offeror
- 6.19.1 Routine cleaning of food preparation areas, service areas, office areas, floors (to include waxing), and restrooms within primary food preparation buildings
 - 6.19.2 Cleaning of patient cafeteria and employee cafeteria tables, chairs, walls, draperies, blinds, windows, and floors to include waxing
 - 6.19.3 All pans, dishes, utensils, and supplies used in food production and service to patients and employees and for catered events
 - 6.19.4 Replacement of all small supply items due to wear and tear or damage due to negligence on the Offeror's part
 - 6.19.5 Sufficient napkins and condiments for meal services in each building
 - 6.19.6 Cleaning and fireproofing hoods and ducts
 - 6.19.7 Maintenance, repairs, and replacement of equipment owned by the Offeror

6.19.8 Building/facilities renovation to accommodate new systems or changes implemented by Offeror upon review and approval by the MDMHF Director

6.19.9 Repair, replacement and/or payment for damage to MDMHF property caused by Offeror negligence

6.19.10 Vehicles for delivery of meals, nourishments, supplements and commodities

- Adequate numbers delivery trucks of proper size and type for food service delivery demands
- Adequate numbers of Vans for quick delivery of items to patient buildings

6.19.11 Repair and replacement of vehicles

6.19.12 Preventative and routine maintenance of vehicles

6.19.13 Vehicle licenses, taxes and inspection costs

6.19.14 Coffee makers in each patient building of adequate size to serve all patients at breakfast meal, if requested by the MDMHF Director.

6.19.15 Garbage and trash removal to include needed dumpsters and compactors for primary food preparation building

6.19.16 Long distance telephone service/fax, computer lines

6.19.17 Offeror shall provide meals off-site or at an alternate location in the event that primary food preparation building cannot be used for food preparation. MDMHF shall bear the cost for setup and operation of the alternate facility and the Offeror shall provide meals at contract pricing using the alternate facility or off-site location. Offeror shall have the responsibility for the setup and operation of the alternate facility or off-site location in the event MDMHF cannot provide an alternate facility or off-site location and MDMHF shall bear the cost of the setup and operation.

6.19.18 Offeror shall describe an ability to provide uninterrupted regulation approved food service in the event of an emergency, power-failure or disaster.

6.20 Training

6.20.1 Offeror shall provide in-service training deemed necessary by MDMHF for MDMHF employees or Offeror employees. This training shall include initial training for MDMHF pantry staff as needed and quarterly special topic training. Pantry staff training will be conducted by a licensed or registered dietician.

- 6.20.2 Offeror shall adhere to MDMHF Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.
- 6.20.3 Offeror management personnel will be given orientation to MDMHF by MDMHF staff within the first week of employment on the MDMHF campus.
- 6.21 Taxes, License, Insurance, Bonds
- 6.21.1 Offeror shall pay all taxes to include FICA and any other employer's taxes, insurance, and license fees, penalties and charges imposed on the food service operation.
- 6.21.2 The successful Offeror shall furnish within seven (7) working days after notice of MDMHF intent to award contract, a certificate of insurance indicating the following minimum coverage and limits of insurance: general liability limits of \$2,000,000.00 general aggregate and \$2,000,000.00 products – completed operations, personal and advertising injury liability \$1,000,000.00 each person/\$1,000,000.00 each occurrence, medical payments expense \$5,000.00 and one person, non-owned and hired auto liability \$1,000,000.00 CSL, umbrella liability \$5,000,000.00 aggregate, statutory workers' compensation including employers liability \$500,000.00 each accident, \$500,000.00 disease – policy limit and \$5,000,000.00 disease each employee. All required insurance will be endorsed to provide MDMHF with 30 days advance notice of cancellation or material change. The Offeror shall provide a Certificate of Insurance which is completed, certified by the original signature of an Insurance company authorized to do business in Mississippi and showing MDMHF as certificate holder. The Offeror shall provide and maintain required insurance without limiting its obligations or liabilities and at its own expense throughout the contract term and shall provide documentation of liability insurance within seven (7) working days of receiving notice of award. Offeror shall provide Workers' compensation insurance, in an amount not less than the statutory minimum, on behalf of its employees and agents as required by all applicable laws and shall agree to hold harmless and indemnify MDMHF for any and all claims arising out of injury, disability, or death of any of the Offeror's employees or agents. Offeror shall provide documentation of Workers' compensation insurance within ten (10) working days of receiving notice of award.
- 6.21.3 The successful Offeror shall provide a performance bond payable to and in favor of and for the protection of MDMHF, as owner, for the work to be done in an amount of twenty five percent (25%) of the awarded contract, per contract period, which shall be conditioned for the full and faithful performance of the agreed upon contract. The bonds herein provided for may be made by any surety company authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties. Offeror shall provide bond within ten (10) business days after receiving notice of MDMHF intent to award contract.

6.21.4 Offeror shall be responsible for collecting, depositing, and accounting for monies collected from cash sales.

6.22 Criteria for Termination of Contract/Amendment

6.22.1 If identified problems with contract compliance are not corrected to the full satisfaction of MDMHF within thirty (30) days of written notice to the Offeror; the contract may be canceled.

6.22.2 The contract may be terminated, for cause, upon 120 days notice by either party.

6.22.3 The contract may be terminated by MDMHF at the end of any fiscal year due to the lack of funding.

6.22.4 Upon expiration or termination of contract, Offeror shall surrender peaceable possession of the premises and all property of every kind furnished by MDMHF in as good an order as when received, taking into consideration normal wear and tear and depreciation.

6.22.5 The contract may be amended by mutual agreement by both parties to accommodate any needed changes.

6.23 Communication and Computer Access

6.23.1 Offeror shall provide their own long distance fax/telephone service as available through the local facility phone service provider.

6.23.2 MDMHF shall provide modem quality line through the MDMHF telephone switch for external electronic communication and connectivity. Electronic communication between MDMHF and Offeror shall be achieved with MDMHF's e-mail provider and Offeror's e-mail provider.

6.23.3 Offeror shall provide their own computers, printers, software, and any other hardware/software necessary for connection and communication (e-mail, time, reports, etc.) to the Offeror's home office, unless otherwise approved by the MDMHF Information Management Director.

6.24 How and When To Submit Pricing

6.24.1 Offeror shall submit pricing as part of the initial proposal due on March 18, 2015 and also as part of the final proposal, if applicable, due on April 17, 2015. Please submit pricing on the form provided as **Exhibit - E**.

6.24.2 Offeror shall submit pricing for patient meals on sliding scale. Offeror shall list the base patient meal price on the form provided as **Exhibit - E**. Offeror must submit additional sliding scale pricing as part of their proposal based on the scales as shown in **Exhibit - F**.

- 6.24.3 Patient meal price shall include 3 meals per day and any snacks required by individualized therapeutic diets (i.e.: 6 feedings per day). These extra serving meals will be prepared in the kitchen of the primary food preparation building, labeled and delivered to the patient building.
 - 6.24.4 Offeror shall submit firm fixed pricing (in list form if needed) for nourishments, medication/treatment foods, and supplements on **Exhibit - E**.
 - 6.24.5 Offeror shall understand that all pricing must be fixed and firm for the term of the contract and that price increases, up to 3%, shall be allowed once each year in February based only on the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, showing February data for that same year, and will be effective July 1 of the affected year.
 - 6.24.6 Offeror shall submit firm fixed pricing method to be used for catered events which must show all food, supplies and labor at cost.
 - 6.24.7 Offeror shall submit pricing method to be used for employee meals and it must comply with 6.24.2 above. Pricing must be fixed and firm for the entire contract period and increases allowed as in 6.24.5 above.
 - 6.24.8 The Offeror must state the operation plan for the MDMHF employee cafeteria and proposed meal pricing must be fixed and firm for the entire contract period with price increases allowed as in 6.24.5 above as applicable for the MDMHF.
- 6.25 Offeror Requirements
- 6.25.1 The Offeror must submit a sample 21 day menu and nutritional analysis and menus shall change at least quarterly and allow for special holiday meals for recognized holidays.
 - 6.25.2 The Offeror must provide a description of its purchasing system.
 - 6.25.3 The Offeror must provide a narrative, which indicates the understanding of the operational application of federal regulations for the school lunch and school breakfast programs in 7 CFR part 210, 220, 245, and 250 as applicable for the MDMHF.
 - 6.25.4 The Offeror must provide detailed information on its in-service training and orientation program to include proposed training applicable to MDMHF pantry staff.
 - 6.25.5 The Offeror shall provide a description of how the Student/Teacher Advisory Board, Resident's Council, and Patient Food Satisfaction Surveys will be utilized in the management of the food service program.

- 6.25.6 The Offeror shall not subcontract food service operations or utilize on-site contract labor or subcontract nutritional services without the express written consent of the MDMHF Director.
- 6.25.7 The Offeror shall provide established HAACP guidelines utilized in other facilities under contract management.
- 6.25.8 The Offeror shall provide, as requested by MDMHF, customer satisfaction scores (Press-Ganey, etc.) from currently contracted facilities.
- 6.25.9 The successful Offeror shall interview MDMHF food service staff, employed at the time the contract is awarded, and consider them in primary selection for employment.
- 6.26 Proposal Format
- 6.26.1 All proposals submitted in response to this RFP shall be in writing.
- 6.26.2 Offerors must submit eight (8) copies of each proposal in a sealed envelope or other sealable mailing container with offeror's name and address on outside of the sealed envelope. Offer must also write the time of the opening (3:00 P.M.), date of the proposal opening (**May 18, 2015**) or (**June 9, 2015**), proposal file number **05.18.2015.414**, and the proposal title (Food Service Management Services) on the outside lower left corner of the mailing envelope.
- 6.26.3 Offeror shall group and submit the four proposal copies in a single binder which contain subject divider tabs for each required section and pages shall be numbered with a matching contents page to allow easy location of all subject matter and a divider to denote each individual proposal. This means there shall be a total of eight (8) binders with each containing four individual proposals. This almost certainly dictates that while being thorough, offerors should keep their proposals as brief as possible.
- 6.26.4 Offeror shall submit proposed pricing on the page provided as Exhibit – E.
- 6.26.5 Offeror shall utilize the following response format for submitted proposals:
- 6.26.6 Offeror shall submit a separate proposal for each MDMHF.
- Offeror must provide a title page showing RFP number, Offeror's name and address, telephone number, principal place of business, and name of Offeror's primary contact person.

- A cover letter of introduction signed by the person or person(s) authorized to sign on behalf of, and bind the Offeror to, statements made in the proposal.
- Table of contents including page numbers.
- A detailed plan detailing how the services will be provided. Plan shall include discussion of any company expansion that would be required to provide required services.
- Offeror must describe successful experience in managing all aspects of a Food Service Operation. This should include documentation of successful management and consulting experience in a public sector facility environment, similar in size and scope to those required in this RFP over the most recent ten (10) year period (State the number of years).
- Offeror shall provide references for at least five (5) projects similar in size and scope to the project, described in this RFP, which are within the most recent ten (10) year period. Offeror shall include those projects with school breakfast and lunch programs. The reference information shall include the name and telephone number of the person most familiar with the Offeror's performance under the cited contract.
- Offeror shall state the age of their business and the average number of employees over the most recent 5 year period.
- Offeror shall provide a brief resume, citing abilities, qualifications and experience, of management personnel who would be assigned to provide the required services. Offeror should describe planned duties and responsibilities of each person. MDMHF desires that the same two individuals fill the Food Services Director and Clinical Nutrition Manager positions for the term of the contract, however, it is mandatory these two positions be assigned for a minimum of twelve (12) consecutive months.
- Offeror shall also include a brief resume of experience of key members of the Offeror's company to include information about worked performed with government/state institutions and or hospitals of 500 beds or more.
- Offeror shall include a copy of the most recent financial statement and/or audit report with proposal.
- Offeror shall indicate any exceptions to the specifications, terms, conditions, or other RFP requirements, however, Offeror should understand that such exception may cause their proposal not to be considered for award of contract.
- Offeror shall include any other information that is determined to be beneficial in the evaluation of the Offeror's response.

6.27 Evaluation Procedures

- 6.27.1 For the purpose of further consideration and holding discussions, initial proposals shall be categorized into three (3) categories. Those categories are, acceptable, potentially acceptable, and unacceptable. This categorization shall be based on the minimum mandatory criteria that all proposals must meet in order to receive further consideration (See paragraph 6.28 below).

6.27.2 After initial proposals are categorized, those Offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of MDMHF requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MDMHF taking into consideration established evaluation factors, and to determine in greater detail Offeror's qualifications. MDMHF may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

6.27.3 Final proposals shall be evaluated against weighted criteria to determine if the proposals meet the needs of MDMHF. The evaluation will be conducted, minimally, by a committee of MDMHF staff. MDMHF staff may be added to the evaluation committee as needed by the MDMHF Director. Committee members will utilize the rating form (**Exhibit - G**) to assign a numerical score to each Offeror's proposal. An average score will be ascertained from all raters for each Offeror to determine a final score. That Offeror receiving the highest cumulative numerical score for all MDMHF will receive the contract award.

6.27.4 Evaluators will rate pricing by taking the lowest base patient meal price submitted and use it as a base to determine the rating for remaining Offerors. The lowest base price will be awarded the full available points and the remaining vendors will receive a percentage of the available points. Example – The available points are 50 and the lowest price is \$4,000.00 and the second lowest price is \$5,000.00. Since \$4,000.00 is 80% of \$5,000.00 the lowest Offeror would get the full 50 points and the second lowest Offeror would get 40 points or 80% of the possible 50 points.

6.28 Minimum Mandatory Criteria

6.28.1 All initial proposals must meet the following minimum criteria in order to be classified as acceptable or potentially acceptable and receive further consideration:

- Proposal must be in writing and received in a sealed envelope
- Proposal must be in the required format to include binder and number of copies
- Proposal must be signed by authorized representative
- Proposal must be received at the designated location by the designated time and date
- Proposal contains required reference information to include contact names and telephone numbers
- Proposal is complete and addresses all required services

6.29 Evaluation Criteria

The following criteria will be used to evaluate all responsive Offerors. These criteria are the only criteria that will be used to make a determination of contract award.

- 6.29.1 The plan for performing required services. 50 points (Critical)
- 6.29.2 Ability to perform the required services as reflected by technical training and education, general experience, specific experience. 40 points (Very Important)
- 6.29.3 The qualifications and abilities of personnel proposed to be assigned to perform the services. 30 points (Important)
- 6.29.4 The personnel, equipment, and facilities to perform the services currently available or, demonstrated to be made available at the time of contracting. 40 points (Very Important)
- 6.29.5 Record of past performance of similar work. 50 points (Critical)
- 6.29.6 Price. 40 points (Very Important)
- 6.29.7 Menus. 30 points (Very Important)
- 6.29.8 Use of Advisory Panels. 20 points (Important)
- 6.29.9 Understanding of and agreement to applicable regulations. 50 points (Critical)
- 6.29.10 Employee Cafeteria Services. 20 points (Important)
- 6.29.11 Patient food delivery services/system. 25 points (Very Important)
- 6.29.12 Verbal Presentation, if required. 10 points (Important)

6.30 Award Criteria

- 6.30.1 Award will be made by points given based on weighted evaluation criteria. The Offeror receiving the highest number of total cumulative points for all MDMHF shall be awarded the contract on an all or none basis with the understanding that MDMH reserves the right to award on a partial basis and reject any single MDMHF proposal if it is determined that sufficient savings would not result from an award.

6.31 Contract Agreement

- 6.31.1 The successful Offeror shall enter into a contract agreement which is substantially the same as the sample contract and its general terms and conditions attached as **Exhibit - H**. In no event is an Offeror to submit its own terms and conditions in response to this solicitation. The Offeror may submit exceptions to terms and

conditions listed in **Exhibit - H**, and MDMHF will review requested exceptions and accept or reject exceptions at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board and the Mississippi Department of Education.

6.31.2 The total contract shall consist of this RFP, the response proposal submitted by the successful Offeror, and the MDMHF standard contract, a sample of which is shown in **Exhibit - H**. No other documents shall be a part of the formal contract.

6.32 Negotiation Delay

6.32.1 If a written contract agreement cannot be negotiated within thirty (30) days of notification of the successful Offeror, MDMHF may at its sole discretion at any time thereafter, terminate negotiations with that Offeror and either negotiate a contract with the next highest ranking qualified Offeror or choose to terminate the RFP process and not enter into a contract with any of the Offerors.

6.33 Protest Deadline

6.33.1 Any protest by a responsive Offeror must be timely and in conformance with Mississippi Personal Service Contract Review Board regulations. The protest period for responsive Offerors shall begin on the day following the issuance of the notice of intent to award contract and will end seven days after issuance of the intent to award notice and is projected to be on or about 5:00 P.M. on **June 22, 2015**. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from MDMHF. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted.

6.34 Certifications/Assurances and Proposal Acknowledgement/Authorization

6.34.1 Offeror will complete and return, with proposal, Exhibit – I Certifications and Assurances form and Exhibit – J Proposal Acknowledgement and Authorization form.

6.35 Schedule

6.35.1 Ad appears in newspaper - 4/10/2015 and 4/17/2015

6.35.2 Acknowledgement form and initial questions due by – 4/29/2015

6.35.3 Deadline for final questions – 5/8/2015

6.35.4 Initial proposals due – 5/18/2015

- 6.35.5 Discussions to be held with Offerors – 5/26/2015 to 5/27/2015
- 6.35.6 Final Proposals due (if required) – 6/9/2015
- 6.35.7 Final proposals evaluated and scored – 6/10/2015 to 6/12/2015
- 6.35.8 Offerors notified of intent to award – 6/15/2015
- 6.35.9 Deadline for protest to award – 6/22/2015
- 6.35.10 Contract projected start date – 9/1/2015

NOTE: All dates are subject to change and MDMHF reserve the right to change dates as needed when it is in the best interest of MDMHF.


H.L. Lockhart
Purchasing Chief

**EXHIBIT - A
RECEIPT CONFIRMATION FORM
MISSISSIPPI DEPARTMENT OF MENTAL HEALTH FACILITIES
RFP No. 05.18.2015.414**

In acknowledgement of receipt of this Request For Proposals (RFP) the undersigned agrees that he/she has received a complete copy, beginning with cover page, and ending with Attachment - J. This receipt form should be returned, along with any initial questions you may have, to the RFP Coordinator no later than **5:00 P.M. April 29, 2015**. Only potential offerors who elect to return this form completed with the intention of submitting a proposal will receive additional information about this RFP, to include copies of all offeror questions and MDMHF written responses to those questions as well as RFP amendments.

Company: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

E-Mail: _____ Fax No.: _____

Phone No.: _____ Voice Mail: _____

Signature: _____ Date: _____

E-Mail: _____

The above name and address will be used for all correspondence related to the RFP.

Company does _____ does not _____ intend to respond to this RFP.

**H.L. Lockhart (RFP Coordinator)
Mississippi State Hospital
3550 Hwy 468 West/P.O. Box 1
Whitfield, MS 39193
(601) 351-8056/Phone
(601) 351-8034/Fax
Lockhhl@msh.state.ms.us**

EXHIBIT – B

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF VENDORS

Vendor Name (“Vendor”): _____

Vendor has received a copy of the “Mississippi Department of Finance and Administration Administrative Rule on Mandatory Electronic Payment of Vendors.”

Vendor understands that MDMHF are agencies of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration (“DFA”).

Vendor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any good or services which may be billable to MSH.

Vendor understands that payment will not be received from the MDMHF until enrollment in Paymode™ is complete, or an exemption is granted by DFA.

Signature

Printed Name

Title

Date

1

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF VENDORS

I. General Purpose.

- A. The Mississippi Department of Finance and Administration (DFA) serves as the primary executive branch agency for fiscal management. Under §7-7-41, the State Fiscal Officer has the authority to prescribe rules and regulations concerning the issuance of warrants and other forms of payments for all departments, institutions and agencies of the state. This rule, unless otherwise noted, is to set as the standard that vendors of the State of Mississippi shall be paid electronically and shall be provided the supporting remittance detail by electronic means.
- B. This rule is a means for reducing the costs to produce paper warrants and remittance advices. The State has documented significant savings in the move to electronic payment and remittance. The State avoids the costs associated with printing, sorting, distributing, copying, and mailing warrants. Additionally, the State has determined that there are reduced opportunities for fraud and lost payments under this means of payment and remittance.
- C. Vendors benefit by receiving notification of pending deposits of funds and have options for interfacing the remittance data from the State into their accounts receivable systems.

II. Definitions.

- A. ACH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
 - 1. The State of Mississippi uses "standard EFT" for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
 - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.
- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated vendor from the source system (SAAS or SPAHRS). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's vendors.
- D. Existing Agreements: Individual agreements in place for the acceptance of electronic

payments prior to the implementation of this policy.

- E. PayMode™: A Bank of America product, PayMode™ is the State's present e-payment vehicle.
- F. SAAS: Statewide Automated Accounting System.
- G. SPAHRs: Statewide Payroll and Human Resource System.
- H. Vendor payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Requirements for Transitioning to E-payment Vehicle

- A. All existing vendors presently set up for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™ not later than April 1, 2006.
- B. All vendors established as new vendors in the State Automated Accounting System (SAAS) as of April 1, 2006 must be established for e-payment and remittance via PayMode™.
- C. All remaining SAAS and SPAHRs vendors, unless specifically exempted, must convert to PayMode™ by July 1, 2006.
- D. To register for PayMode™, vendors should go to the Bank of America's™ enrollment website at <http://www.bankofamerica.com/paymode/ms>.
 - 1. Vendor must have a valid email address in order to enroll with PayMode™. This email address can be obtained through one of the free email services such as Yahoo or Hotmail.
 - 2. Vendor must have access to a computer. As computers are generally accessible in all businesses as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
 - 3. Vendor may request assistance in enrolling with the State's e-payment service provider by contacting mash@dfa.state.ms.us or by calling MASH at (601) 359-1343.

IV. Exemptions

- A. The following are exempt from this rule:
 - 1. State employees as defined in §25-9-107;
 - 2. Contract workers – note that Independent Contractors are **not** exempt from this rule;
 - 3. Vendors specifically approved for “one of” payments using the specific vendor number designated for that purpose by the Office of Fiscal Management;
 - 4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation;

5. Debt service payments made by the Office of the State Treasurer;
6. Tax payments to the IRS (standard EFT);
7. Tax payments to the Mississippi State Tax Commission (standard EFT);
8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT);
9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);
10. Vendors who apply for exemption and are approved by DFA.

B. To apply for exemption, the vendor must submit a written application to:

Director, Office of Fiscal Management
Department of Finance and Administration
501 North West Street, Suite 1101B
Jackson, Mississippi 39201

C. Application must detail the following:

1. Reason(s) exemption requested. This must be a narrative explanation of the reason for the request;
2. Documentation of supporting cost and legal issues associated with the request for the exemption.

D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

EXHIBIT – C1

BACKGROUND/SCOPE: Mississippi State Hospital

Mississippi State Hospital (MSH), operating under the direction of the Mississippi Department of Mental Health, provides adult psychiatric, adolescent psychiatric, and nursing home services for up to 1329 Mississippians. It is located on a 350 acre campus 15 miles southeast of Jackson, the state capital, at 3550 Hwy 468 West in Whitfield, Mississippi. The hospital complex is built on the cottage plan and patients are housed in approximately 22 buildings on the MSH campus. The facility first opened, at its current location, in 1935. MSH is licensed by the Mississippi Department of Health as a psychiatric hospital and nursing home facility.

The facility is certified by the Joint Commission, CMS, the Mississippi Department of Mental Health, and the Mississippi Department of Health.

The average daily census at MSH: 2012 – 810, 2013 – 809, 2014 – 726, 2015 – 752 (projected)

The scope of the work shall consist of providing breakfast, lunch, dinner, snacks, nourishments, medication-treatment products, supplements, and special events for MSH patients. Work shall also include providing breakfast, lunch and special events catering for MSH staff. The average number of patient meals served per meal is 976. The average number of staff breakfast meals served per day is 80 and the average number of staff lunch meals served per day is 200.

Food is prepared in the MSH Central kitchen/dining facility located in building 56 on the MSH main campus. Patient meals are served via walk in service for those patients able to come the dining facility, using bulk container delivery to some patient buildings, and also using properly insulated compartment meal trays for special diets and buildings not set up bulk food service. Patients receive snacks once each day. Nourishments are ordered as needed by MSH staff and delivered to patient buildings along with medication/treatment products. Supplements are delivered to patient buildings weekly based on doctor's orders submitted on diet lists. The Central kitchen/dining facility is 24,353 square feet.

MSH will also require that the successful vendor provide special meals or increased calorie meals which are served only with doctor's orders for those patients who require special meals due to allergies, weight problems or require more calories than regular diets provide. Minimally the types of increased calories meals which shall be provided are: Time 2 – double portion meals – X2; Extra Plus – average 2800 calories per day; Extra – average 2400 calories per day.

MSH currently contracts, with an outside vendor for its food service operations and does not employ any food service staff. MSH does employ two food service dieticians who monitor and coordinate food service operations for MSH.

ADDITIONAL INFORMATION:

TYPE DIET	AVERAGE # PER MEAL	AVERAGE # PER DAY
Times 2 (X2)	91	273
Extra	41	123

Extra Plus	44	132
TOTALS	176**	528**

NOTE:**= Totals are subject to fluctuation because of changes in patient needs and census.

FOOD SERVICE SCHEDULE

BUILDING	LIC/ACTIVE	CHANGES	REG./STANDARD	SERVICE TYPE	TIME(S)
28	40/40		JC/CMS/STATE	BULK	7:30/12:30/5:30
29	41/41		JC/CMS/STATE	BULK	7:30/12:30/5:30
31	59/59		JC/CMS/STATE	BULK	7:30/12:30/5:30
33	45/43		JC/CMS/STATE	BULK	7:30/12:30/5:30
34	45/43		JC/CMS/STATE	BULK	7:15/12:15/5:15
40	44/44		JC/CMS/STATE	BULK	CLOSED
41	44/0		JC/CMS/STATE	BULK	7:30/12:15/5:30
46	36/0		JC/CMS/STATE	NA	TEMPORARY
48	27/27		JC/CMS/STATE	BULK	7:30/12:30/5:30
69	27/24		JC/CMS/STATE	BULK	7:15/12:15/5:15
78	60/58		JC/CMS/STATE	BULK	7:30/12:30/5:30
TOTAL JNH	388/379				

BUILDING	LIC./ACTIVE	CHANGES	REG./STANDARD	SERVICE TYPE	TIME(S)
60	32/21		JC/STATE	TRAY	7:00/11:30/5:00
TOTAL WMSH	32/21				

BUILDING	LIC./ACTIVE	CHANGES	REG./STANDARD	SERVICE TYPE	TIME(S)
23	60/60		JC/STATE/CHILD NUTRITION PROGRAM	BULK	7:30/12:00/5:30
TOTAL OCC	60/60				
BUILDING	LIC./ACTIVE	CHANGES	REG./STANDARD	SERVICE TYPE	TIME(S)
36	58/24		JC/STATE	WALK-IN/TRAY	7:15/11:00/5:30
39 (46)	95/25		JC/STATE	BULK	7:15/11:45/5:15
43	84/35		JC/STATE	BULK	7:15/12:00/5:15
45 (90)	40/40		JC/STATE	BULK/WALK-IN	7:30/12:00/5:30
49	70/0		JC/STATE	TRAY	CLOSED
63	134/79		JC/STATE	BULK	7:30/11:45/5:30
81	42/37		JC/STATE	WALK-IN	7:30/12:00/5:30
83 (203/W-4)	51/8		JC/STATE	BULK	7:15/12:00/5:30
84	50/43		JC/STATE	BULK	7:30/12:15/5:30
87	40/29		JC/STATE	TRAY	7:15/12:00/5:15
90	85/0	TEMPORARY	JC/STATE	BULK	7:30/12:30/5:30
201	50/50		JC/STATE	BULK	7:30/12:30/5:30
203	50/25		JC/STATE	BULK	7:30/12:30/5:30
TOTAL MSH	849/395				

GRAND TOTAL: 1329/855

EXHIBIT – C2
BACKGROUND/SCOPE: North Mississippi State Hospital

The North Mississippi State Hospital (NMSH), operating under the direction of the Mississippi Department of Mental Health, provides psychiatric treatment and services for mentally ill men and women in the Northeastern portion of Mississippi. NMSH has 50 beds licensed by the Mississippi Department of Health. NMSH is located at 1937 Briar Ridge Road in Tupelo, Mississippi.

NMSH is certified by the Joint Commission, CMS, Mississippi Department of Mental Health, and the Mississippi Department of Health.

The average daily census at NMSH is 45.

The scope of the work shall consist of breakfast, lunch, dinner, snacks, nourishments, medication-treatment products, supplements, and special events as needed for NMSH patients. The average number of patient meals served per meal is 45 and snacks are also provided once a day at night. Work will also include lunch meals and special events catering for NMSH staff and the average number of staff lunch meals served is approximately 22. Food (breakfast, lunch and dinner) for NMSH is prepared in the Administration building kitchen on-site and transported in bulk containers to the patient buildings. Each patient building has a small kitchen for storage and a dining area where patients are served. NMSH has an 1800 sq. ft. dining area, 200 sq. ft. of serving area and 2000 sq. ft. of kitchen.

NMSH may require, as needed, the successful contractor to provide special or increased calorie meals via doctor's orders. Minimally the types of increased calorie meals which shall be provided are: Time 2 – double portion meals; Extra Plus – Average 2800 calories per day; Extra – Average 2400 calories per day)..

EXHIBIT – C3
BACKGROUND/SCOPE: South Mississippi State Hospital

The South Mississippi State Hospital (SMSH), operating under the direction of the Mississippi Department of Mental Health, provides regional acute psychiatric services for up to 50 mentally ill patients in the South Mississippi area. The hospital is located at 823 Highway 589 Purvis, Mississippi.

The facility is certified by the Joint Commission, CMS, the Mississippi Department of Mental Health, and the Mississippi Department of Health.

The average daily census at SMSH is 45.

The scope of the work shall consist of breakfast, lunch, dinner, snacks, nourishments, medication-treatment products, supplements, and special events, as needed, for SMSH patients. Work shall also include meals and special events catering for staff. The average number of patient meals served is 45 per meal. The average number of staff meals served per day is 38.

Food is prepared in the main food service department, located in the Administration Building, and delivered to the patient units B and C in bulk. Patients are served in the patient unit dining room on compartment meal trays. Patients who are unable to come to the dining room are served using foam hinged to go meal trays and they eat in specific areas of the patient unit monitored by clinical staff. Patients are served breakfast (7:15), lunch (11:30), and dinner (5:15). Patients receive snacks three times daily. Nourishments are prepared and labeled in the main kitchen and delivered to the patient unit kitchen. The main kitchen is 2116 sq. ft. and the main dining area is 1368 sq. ft. Each patient unit has a kitchen that is 216 sq. ft. and a dining area that is 360 sq. ft.

SMSH may require, as needed that the successful contractor provide special meals or increased calorie meals which are served only with doctor's orders for those patients who require special meals due to allergies, weight problems or require more calories than regular diets provide. Minimally the types of increased calorie meals which shall be provided are: Time 2 – double portion meals; Extra Plus – Average 2800 calories per day; Extra - Average 2400 calories per day.

EXHIBIT – C4
BACKGROUND/SCOPE: East Mississippi State Hospital

The East Mississippi State Hospital (EMSH), operating under the direction of the Mississippi Department of Mental Health, provides adult psychiatric, adolescent psychiatric, and nursing home services for up to 633 Mississippians. It is located at 4555 Highland Park Drive in Meridian, Mississippi. The facility first opened in 1885. EMSH is licensed by the Mississippi Department of health as psychiatric hospital and nursing home facility.

The facility is certified by the Joint Commission, the Mississippi Department of Health and the Mississippi Department of Mental Health.

The census at EMSH is currently 350.

The scope of work shall consist of breakfast, lunch, dinner, snacks, nourishments, medication-treatment products, supplements, and special events for EMSH patients. The work shall also include meals and special events catering for staff. The average number of patient meals served per meal is 350. The average number of staff meals are breakfast – 10, lunch – 50, and dinner – 10.

Food is prepared in the main kitchen and served in the main dining area, for the majority of patients on a 10 minute staggered schedule. 40 to 50 meals are delivered to patient units for patients unable to walk to the main dining facility. Approximately 70 meals are delivered, in bulk pans, to the Lewis Building three times per day. Approximately 50 meals are delivered, in bulk pans, to the Bradley Sanders Complex three times per day. Approximately 200 meals are delivered, in bulk pans, to the Nursing Home three times per day. Approximately 100 lunch meals are delivered to the Friendship Center, in bulk pans. Delivered meals are served, from bulk pans, on a serving line in each serviced unit. Staff meals are prepared in the main kitchen.

EMSH may require, as needed, that the successful contractor provides special meals or increased calorie meals which are served only with doctor's orders for those patients who require special meals due to allergies, weight problems, or require more calories than regular diets provide. Minimally the types of increased calorie meals which shall be provided are: Time 2 – double portion meals; Extra Plus – Average 2800 calories per day; Extra – Average 2400 calories per day).

EXHIBIT - D

CHILD NUTRITION PROGRAM
TERMS AND CONDITIONS

The following terms and conditions outline the responsibilities of MDMHF, serving as the School Food Authority (SFA), and the food service contractor for the Child Nutrition Program. These provisions are required by federal and state statutes pertaining to Child Nutrition Programs and to food service management companies, including 7 CFR - Code of Federal Regulations Part 210. The provisions outlined will be adopted by all parties as a part of the food service management contract.

SFA Responsibilities:

1. Ensure that the food service operation is in conformance with regulatory requirements for the SFA's program agreement.
2. Retains responsibility for all contractual agreements on behalf of the school food service. Retains signature authority on the agreement with and claims for reimbursement submitted to the Mississippi Department of Education Child Nutrition Program.
3. Retain overall responsibility for the nonprofit food service operation. The SFA will be responsible for ensuring resolution of program review and audit findings.
4. Retain title to USDA donated foods. The SFA maintains the authority to establish commodity processing contracts.
5. Ensure that all USDA donated food made available to the food service contractor, including processed USDA donated foods, accrue only to the benefit of the SFA's nonprofit school food service. The SFA will be responsible for obtaining restitution from the food service management company in connection with any claim for improper distribution, use or loss of or damage to donated foods.
6. Provide specifications for each food component or menu item and include these specifications in the RFP.
7. Retain control of the quality, extent and general nature of its food service.
8. SFA will not pay for any food items that are spoiled or unwholesome at the time of delivery, do not meet Child Nutrition Program specification for food components or menu items, or do not otherwise meet requirements of the resulting contract.
9. Maintain all applicable health certifications and assure that all state and local health regulations are being met by the food service contractor preparing or serving meals at the SFA's facility.

10. Monitor the food service operation through periodic on-site visits to ensure the food service is in conformance with program regulations.
11. Require the food service contractor to provide a 21-day cycle menu developed in accordance with the meal pattern requirement specified in 7 CFR Part 210.
12. Prepare all contract documents issued prior to the award of the SFA-FSMC contract.
13. Report meal claim information at the end of each month.
14. Make records available to the food service contractor of USDA foods allocated to OCC.

Food Service Management Companies Responsibilities:

1. Meet all State and local health regulations that apply to the SFA facility.
2. Adhere to the 21-day cycle menu which has been written to meet Child Nutrition Program guidelines and which are planned to meet the school aged populations food preferences. Menus must utilize government commodities.
3. Offer the same menu to all eligible children.
4. Utilize USDA donated foods made available by the SFA to the maximum extent possible and solely for the purpose of providing benefits for the SFA's food service operation. Use of commodities is prohibited for special functions/meals outside Oak Circle Center (OCC).
5. Ordering, proper storage and distribution of available commodities. Vendor will pay delivery charges for commodities and reflect this on the MSH weekly invoice.
6. Accept liability for the proper use of commodities. The food service management company will maintain accurate and complete records with respect to the receipt, use/disposition, storage and inventory of donated foods. Failure by the food service company to maintain records required under contract shall be considered factual evidence of improper distribution or loss of donated food. The vendor must comply with all regulations governing the procurement of commodities in accordance with Commodity Agreement for Resident Institutions.
7. Maintain records to support the SFA's claims for reimbursement, make all records available to the SFA upon request; retain all records for inspection and audit by representatives of the SFA, Mississippi State Department of Education Child Nutrition Program, USDA or Comptroller General of the United States at any reasonable time and place for a period of three (3) years after the SFA submits the final claim for reimbursement for the fiscal year. In instances where audit findings have not been resolved the records must be retained beyond the 3 year period until resolution of the issues raised by the audit.

8. Credit the cost savings realized by the food service contractor from the use of USDA commodities to the SFA on the weekly invoice. The actual value of the commodity will be taken from the current program year report, Program Year Commodities (WD114).
9. Establish and maintain a procedure to gather input from students, teachers and parents to be used in menu planning.
10. Accept liability for claims assessed as a result of federal/state review/audits. The contractor's liability for claims assessed shall correspond to the SFA's period of liability.
11. Accept liability for negligence on its part that results in the loss of, improper use of, or damage to USDA food.
12. Food service contractor must agree to participate with MSH in the USDA Food Distribution Program.

General Terms:

1. Duration of the food service management contract for the child nutrition program will not exceed one (1) year with the option to renew the contract for four additional one (1) year terms allowing for a price increase, each one (1) year term, which shall not exceed the percentage of change in the Consumer Price Index (CPI) for all Urban Consumers as published by the Bureau of Labor
2. The resulting contract between SFA and vendor may be terminated:
 - If identified problems with contract compliance are not corrected to the full satisfaction of the SFA within 30 days of written notice to the food service contractor.
 - With 60 days written notice by either party for cause.
 - At the end of any fiscal year due to lack of funding.
3. The contract may be amended by mutual agreement of both parties and the approval of the Mississippi State Department of Education Child Nutrition Program.
4. The food service contractor agrees to comply with the following, incorporated into the eventual contract by reference here:
 - Executive Order 11246, "Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).
 - Section 306 of the Clean Air Act (42 USC 1857 (h)); Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738; Environmental Agency Regulations (40 CFR, Part 15) prohibiting grants or loans of facilities included on the EPA list of Violating Facilities.

- Mandatory Standards contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163)
 - Buy American provision under 7 CFR Part 250.
5. The absence or omission from the contract document specification concerning any points must be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of a quality that would normally be specified by the SFA will be used by the food service contractor.

Prohibited Provisions:

1. Payments to food service contractor based on cost-plus-a-percentage-of-cost or cost-plus-a-percentage of income.
2. Fee structure that permits the food service contractor to bill management fees and charge the same costs as cost-reimbursable expenses.
3. Limitation of vendors to food service contractor approved vendors, unless the SFA does the purchasing.
4. Acceleration clause, requiring full payment for program equipment or other purchase if the contract is not renegotiated.

Certification:

1. The food service contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, as defined in federal regulations 7 CFR 3017.

EXHIBIT - E
PROPOSAL PRICING FORM

Base Price Per Patient Meal:\$_____ (Offeror Must Offer Sliding Scale Pricing)

Nourishments:_____ (Attach Price List)

Medication – Treatment Foods:_____ (Attach Price List)

Supplements:_____ (Attach Price List & Offer Price For
Distribution Only)

Base Price Per Employee Breakfast Meal:\$_____ (Offeror May Use Sliding
Scale)

Base Price Per Employee Lunch Meal:\$_____ (Offer May Use Sliding
Scale)

Catering Functions:_____ (Firm Fixed Price Based On Set Menus –
Attach Price List)

Note: Cost Plus a percentage pricing is not acceptable.

I certify that I am authorized to enter into a binding contract, if this proposal is accepted.

Name of Company_____ Telephone_____

Address_____

City/State/Zip Code_____

Authorized Binding Signature_____

Title_____

We submit the above prices and agree to initiate services within _____ days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the final proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the MDMHF, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the Offeror in whole or in part without the written consent of MSH.

EXHIBIT – F MEAL PRICING SLIDING SCALES

Mississippi State Hospital (Average Meals Per Meal Is 752)

812-893	Offeror shall determine price reduction which shall not be less than X minus 1.5% of X
892-873	Offeror shall determine price reduction which shall not be less than X minus 1.0% of X
872-853	Offeror shall determine price reduction which shall not be less than X minus .5% of X
852-652	X (Base Price Per Meal)
651-632	X Plus .5% of X
631-612	X Plus 1.0% of X
611-592	X Plus 1.5% of X

NOTE: Minimum .5% reduction for each additional increment of 20 meals/Plus .5% for each reduction increment of 20 meals

North Mississippi State Hospital (Average Meals Per Meal Is 45)

60-40	X (Base Price Per Meal)
39-30	X Plus .5% of X
29-20	X Plus 1.0% of X
19-10	X Plus 1.5% of X

NOTE: Minimum .5% reduction for each additional increment of 10 meals/Plus .5% for each reduction increment of 10 meals

South Mississippi State Hospital (Average Meals Per Meal Is 45)

60-40	X (Base Price Per Meal)
39-30	X Plus .5% of X
29-20	X Plus 1.0% of X
19-10	X Plus 1.5% of X

NOTE: Minimum .5% reduction for each additional increment of 10 meals/Plus .5% for each reduction increment of 10 meals

East Mississippi State Hospital (Average Meals Per Meal Is 350)

460-441	Offeror shall determine price reduction which shall not be less than X minus 1.5% of X
440-421	Offeror shall determine price reduction which shall not be less than X minus 1.0% of X
420-401	Offeror shall determine price reduction which shall not be less than X minus .5% of X
400-300	X (Base Price Per Meal)
299-280	X Plus .5% of X
279-260	X Plus 1.0% of X
259-240	X Plus 1.5% of X

NOTE: Minimum .5% reduction for each additional increment of 20 meals/Plus .5% for each reduction increment of 20 meals

EXHIBIT - G
EVALUATION FORM
RFP 05.18.2015.414 (MDMHF FOOD SERVICE MANAGEMENT SERVICES)

OFFEROR NAME: _____

Note: Evaluate each criteria and award points on a scale of 0 to 50.

Criteria	Maximum Score	Actual Score	Comments
Proposed Plan	50		
Ability to perform required services	40		
Available Resources	40		
Personnel Qualifications & Experience	30		
Past performance	50		
Price	40		
Understanding of Regulations	50		
Menus	30		
Use of Advisory Panels	20		
Employee Cafeteria Services	20		
Food Delivery System	25		
Verbal Presentation (If Discussions Are Held)	10		

Total Score:	405 Max Points*	Score:
---------------------	------------------------	---------------

Evaluator's Signature: _____

Job Title: _____

Date: _____

Note: *Total points may be reduced if discussions are not held and verbal presentations are not required.

EXHIBIT - H

SERVICE AGREEMENT SAMPLE FOOD SERVICE MANAGEMENT SERVICES MISSISSIPPI STATE HOSPITAL

This agreement, made and entered into this ____ day of _____, 2015, between Mississippi State Hospital (MSH), hereinafter referred to as "Hospital" and Mems Food Group, hereinafter referred to as "Vendor". This contract shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance agrees hereof, to provide to Hospital, and Hospital, by its acceptance hereof, agrees to accept from Vendor, the services listed in Schedule - A, which is attached hereto and incorporated herein.

For good and valuable consideration, the parties agree:

1. The Vendor shall perform in a good and workmanlike manner all services necessary to provide professional food management services and documentation in accordance with the requirements/specifications as described in Schedule - A and all attachments and schedules for the MDMHF facilities covered by this contract.
2. That the contract consists of this Agreement, the service requirements attachment, attached as Schedule - "A", and the Response Offer by Mems Food Group, dated 5/15/2015, herein referred to as "Bid" and attached as Schedule - "B". Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first reference to this Agreement and, if still unresolved, by reference to Schedule - A, and if still unresolved, by reference to the Bid. Omission of any term or obligation from this Agreement or attached Schedules A or B shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.
3. That the effective date of this agreement shall be 9/1/2015 and the duration of this agreement shall be no later than 8/31/2016 with the option to renew contract for four additional one (1) year terms, allowing for a price increase in years 2, 3, and 4 which shall not exceed the percentage of change in the Consumer Price Index (CPI) for all urban consumers as published by the US Bureau of Labor. Either party may terminate this agreement, with cause, by giving ninety (90) days prior written notice.
4. In consideration of services provided the Hospital agrees to pay to the Vendor the specific sums listed in Schedule - B for the services specified in Schedule - A and in no event, however, will the compensation paid to vendor be more than the specific sums listed in Schedule - B. Vendor shall submit an invoice and statement of services rendered at the end of each month in a timely manner. Hospital agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Hospital within forty-five days of

the date the invoice is received and the services or goods are inspected and accepted as satisfactory. The parties understand and agree that the Hospital is exempt from the payment of taxes. The parties understand that all payments, partial and full, will become due at the end of each month after services have been performed.

5. The Vendor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent of the Hospital. Nothing contained herein shall be deemed or construed by the Hospital, the Vendor, 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 Hospital and the Vendor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or the Vendor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and the Vendor. Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither the Vendor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Hospital; and the Hospital shall be at no time legally responsible for any negligence or other wrongdoing by the Vendor, its servants, agents, or employees. The Hospital shall not withhold from the contract payments to the Vendor any federal or State of Mississippi unemployment taxes, federal or State of Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Vendor. Further, the Hospital shall not provide to the Vendor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Hospital for its employees.

6. The Vendor warrants that it is a validly organized business with valid authority to enter into this agreement; that it is qualified to do business and in good standing in the State of Mississippi; 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 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.

7. If any term or provision of this agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by court of competent jurisdiction, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

8. The Vendor shall give Hospital prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation.

9. The Vendor shall maintain such financial records and other records as may be prescribed by the Hospital or by applicable federal and state laws, rules, and regulations. Vendor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Hospital, 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.

10. The Vendor agrees that Hospital shall determine the disposition of, the title to and the rights under any copyright by Vendor or employees on copyrightable material first produced or composed under this agreement. Further, Vendor hereby grants to Hospital a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Vendor in the performance of this agreement, but which is incorporated in the material furnished under the agreement. This grant is provided that such license shall be only to the extent Vendor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

11. If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the agreement.

12. This agreement may be terminated for convenience as follows:

A. The Hospital Director may, when the interests of the Hospital so require, terminate this contract in whole or part, for the convenience of the Hospital. The Hospital Director shall give written notice of the termination to the Vendor specifying the part of the contract terminated and when termination becomes effective.

B. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts and orders connected with the terminated work. The Hospital Director may direct the Vendor to assign Vendor's rights, title, and interest under terminated orders or subcontracts to the Hospital. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

13. This agreement may be terminated for default as follows:

A. If the Vendor 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 otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Hospital Director may notify the Vendor in writing of the delay or nonperformance and if not cured in twenty (20) days or any longer time specified in writing by the Hospital

Director, such Director may terminate the Vendor'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 Hospital Director may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director. The Vendor 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 and services.

B. Notwithstanding termination of the contract and subject to any directions from the Hospital Director, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the Hospital has an interest.

C. Payment for completed services delivered and accepted by the Hospital shall be at the contract price. The Hospital may withhold from amounts due the Vendor such sums as the Hospital Director deems to be necessary to protect the Hospital against loss because of outstanding liens or claims of former lien holders and to reimburse the Hospital for the excess costs incurred in procuring similar goods and services.

D. Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if the Vendor has notified the Hospital Director 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, the Vendor 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 the Vendor to meet the contract requirements.

Upon request of the Vendor, the Hospital Director 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, the Vendor'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 Hospital under the clause entitled in fixed-price contracts, "Termination for Convenience - Paragraph 12," in cost-reimbursement contracts, "Termination". As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.

E. If, after notice of termination of the Vendor'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 (D) (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 Hospital, be the same as if the notice of termination had been issued pursuant to such clause.

F. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

14. That notwithstanding any other provisions of this agreement between the parties, all activities and performances of the parties with respect to the equipment, or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions, as now existing and as may be amended or modified, as well as in accordance with the standards of the Joint Commission (JC), that may affect the performance of services hereunder.

15. 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 of Mississippi revision of any applicable laws or regulations make changes in this agreement necessary.

16. This agreement 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. The Vendor shall comply with applicable federal and State of Mississippi laws, local laws and regulations.

17. All notices required or permitted to be given under this agreement must be in writing and 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 of any change of address.

For the Vendor: Dr. David Smith, President/CEO, Mems Food Group, 1701 Century Drive, Woodstock, TN 38189

For the Hospital: Mr. James Chastain, Director, Mississippi State Hospital, Building 21, P.O. Box 1, Whitfield MS 39193

18. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this agreement.

19. It is expressly understood and agreed that the obligation of the Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the State of Mississippi Legislature and the receipt of State of Mississippi and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at anytime 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 Hospital, the Hospital shall have the right upon ten (10) working days written notice to the Vendor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

20. The Vendor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Vendor's special skills and expertise. The Vendor shall not assign, subcontract or otherwise transfer this agreement in whole or in part without the prior written consent of the Hospital, which the Hospital 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 Hospital of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Hospital 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 Hospital may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

21. The Vendor understands that the Hospital 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 laws, State of Mississippi laws, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor 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.

22. Upon the termination of this agreement, Vendor will at its expense, on that date agreed upon by the parties, crate, insure and ship any vendor owned equipment, covered under this agreement, to a destination designated by the Vendor.

23. The Vendor represents that it has not retained a person to solicit or secure a Hospital contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's bid or proposal.

24. The Vendor certifies that the prices submitted in response to the solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other offeror or competitor relating to those

prices, the intention to submit a proposal, or the methods or factors used to calculate prices.

25. The bidder, offeror, or Vendor 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 Personal Service Contract Review Board Rules and Regulations.

26. The contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board Rules and Regulations, a copy of which is available at 210 East Capitol, Suite-800, Jackson, MS 39201, for inspection, or downloadable at www.mspsb.ms.gov.

27. The Hospital Director or designated Procurement Officer, may, by written order to the contractor at any time, and without notice to any surety, require the Vendor 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 the Vendor, 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, the Vendor 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 Hospital Director or Procurement Officer shall either:

- A. Order to Stop Work.
 - (1.) cancel the stop work order; or
 - (2.) terminate the work covered by such order as provided in the 'Termination for Default Clause' (paragraph 13) or the 'Termination for Convenience Clause' (paragraph 12) 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, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the contract shall be modified in writing accordingly, if:
 - (1) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this contract; and
 - (2) the Vendor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Hospital Director or 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. 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. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause (paragraph 28) of this

contract.

28. Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- A. by 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. price escalation clause.

The Vendor shall provide cost or pricing data for any price adjustments subject to the provisions of Section 3-403 (Cost or Pricing Data) of the Mississippi Personal Service Contract Procurement Regulations.

29. This agreement, including all contract documents, represents the entire 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 Hospital and Vendor. Vendor acknowledges that it has thoroughly read all 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 Hospital or Vendor on the basis of draftsmanship or preparation hereof.

30. Subject to other terms and conditions of this agreement, in the event the Vendor defaults in any obligations under this agreement, the Vendor shall pay to the Hospital all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the Hospital in enforcing this agreement or otherwise reasonably related thereto. The Hospital, after due oral or written notice, may procure the services from other sources and hold Vendor responsible for any resulting additional purchase and administrative costs. Vendor agrees that under no circumstances shall the Hospital be obligated to pay any attorney's fees or costs of legal action to the Vendor.

31. To the fullest extent allowed by law, the Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital, 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 attorneys' fees, arising out of or caused by the Vendor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Hospital's sole discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., the Vendor shall use legal counsel acceptable to the Hospital; The Vendor shall be solely responsible for all costs and/or expenses associated with such

defense, and the Hospital shall be entitled to participate in said defense. The Vendor shall not settle any claim, suit, etc. without the Hospital's concurrence, which the Hospital shall not unreasonably withhold.

32. If, at any time during the contract term, the service performed or work done by the Vendor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the patients and/or employees of the Hospital, the Vendor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event the Vendor fails, after notice, to correct the deficient service or work immediately, the Hospital shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Vendor.

33. Confidential information shall mean (a) health records/medical records, materials, documents, data, and other information which the Hospital has designated as proprietary and confidential, and (b) all data and information which the Vendor acquires as a result of its contact with and efforts on behalf of the Hospital and any other information designated in writing as confidential by the State of Mississippi. Each party to this agreement agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law, and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Vendor or its Subcontractor shall rest with the Vendor. Disclosure of any confidential information by the Vendor or its Subcontractor without the express written approval of Hospital, shall result in the immediate termination of this agreement.

34. Any reference in the contract to "Mississippi State Hospital" or "MSH" or "State" is considered to be the same reference as "Hospital", as stated on line two (2) of page one (1) of the contract.

35. Vendor agrees to comply with the Administrative Simplifications 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.

36. 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 twelve (12) months after this agreement terminates unless mutually agreed to in writing by the Hospital and the Vendor.

37. Payments by State of Mississippi agencies using the Statewide Automated Accounting

System (SAAS) shall be made and remittance information provided electronically as directed by the State of Mississippi. These payments shall be deposited into the bank account of the Contractor's choice. The State of Mississippi may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. Contractor understands and agrees that the State of Mississippi is exempt from the payment of taxes. All payments shall be in United States currency.

38. 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. Miss. Code Ann. 71-11-1 et seq. (1972, as amended). 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 Agreement 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 termination/cancellation, 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.

39. Contractor agrees to accept all payments in United States Currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. 31-7-305 (1972, as amended).

40. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss Code Ann. 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this 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 the Contractor as trade secrets,

or other proprietary information, including confidential vendor information or any other information which is required confidential by state for federal law or outside the applicable freedom of information statutes will be redacted.

41. This agreement consists of eleven (11) pages plus attachments. The original will be retained by the Hospital. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this agreement, they have executed this document on the dates set forth below.

Mems Food Group

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Mississippi State Hospital

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

EXHIBIT - I

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, 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):

01. Representation Regarding Contingent Fees. The offeror represents that it has/has not (Circle correct response) retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's offer.
02. Representation Regarding Gratuities. The offeror, or contractor represents that it has/has not (Circle correct response) violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
03. Certification of Independent Price Determination. The offeror certifies that the prices submitted in response to the solicitation have/have not (Circle correct response) been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective offeror represents as a part of such contractor's offer that such contractor has/has not (Circle correct response) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting an offer, the offeror certifies that it is/is not (Circle correct response) currently debarred from submitting offers for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting offers for contracts issued by any political subdivision or agency of the State of Mississippi.

Signature of Bidder

Title

Date

EXHIBIT - J

PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH FOOD SERVICE MANAGEMENT

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding food management services issued by Mississippi Department of Mental Health Facilities (MDMHF). He/she further acknowledges that the offeror's proposed equipment, materials and services fully meet or exceed those as specified in MDMHF Request for Proposal for food management services dated January 14, 2015. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MDMHF, become a legally binding and essential portion of the final contract between the offeror and MDMHF.
2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Project Officer of MDMHF.
3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for food management services in whole, with exception of those noted as required and with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MDMHF.

Company Name: _____

Name of Authorized Agent (Printed): _____

Signature of Authorized Agent: _____

Date: _____

NOTE: IT IS MANDATORY THAT THIS FORM BE SIGNED AND RETURNED WITH PROPOSAL