

**EAST MISSISSIPPI STATE HOSPITAL
1818 COLLEGE DRIVE/P.O. BOX 4128
MERIDIAN, MS 39307
August 25, 2020**

1.0 GENERAL INFORMATION

- 1.1 In accordance with the rules and regulations of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review (OPSCR), EAST MS STATE HOSPITAL (EMSH) will receive written sealed proposals for the Management of Food Services described in the following specifications on behalf of the East Mississippi State Hospital cited later in this Request for Proposal. The proposals will be to provide food management services for all patient care divisions of the East Mississippi State Hospital (EMSH) main campus.
- 1.2 **Initial** written and sealed proposals must be received not later than 3:00 P.M. (Central Time) on **September 24, 2020**. **Final** written and sealed proposals, if required, must be received not later than 3:00 P.M. (Central Time) **October 13, 2020**. Proposals will be opened in building E, the Business Services Building. 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 East 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 in writing to:
- Andrea Davis/Director of Resources
1818 College Drive/P.O. Box 4128
Meridian, MS 39307
(601) 581-7666/Phone
(601) 581-7676/Fax
E-Mail: adavis@emsh.ms.gov
- 1.4 Photographs of the EMSH food service area may be requested. All interested parties shall contact the RFP Coordinator to obtain contact information for obtaining photographs. The purpose of the photographs is to allow potential offerors an opportunity to view EMSH food service operations and property plant and equipment. Offerors should submit any initial questions along with **Exhibit – A (Receipt Confirmation)** by **5:00 pm, September 14, 2020**.
- 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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West St, Suite 701 E., Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
- 1.7 **Period of Performance.** The term of the awarded contract shall be for a period of **four (4) years** with an option to renew for **one (1) additional one year** term for the services as specified in the request for proposal. The estimated start date for this contract shall be **January 1, 2020** and the final end date is projected to be **December 31, 2024**.
- 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 EMSH require such a change. Contract award shall be a requirement contract as defined by paragraph 3-501.05.3 of the OPSCR

regulations and therefore quantities of EMSH 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 **September 23, 2020 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 EMSH while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify EMSH 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 offeror. This means that only a single proposal will be accepted from each offeror. 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 March to be effective the following January 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 contractor understands that EMSH is an equal opportunity employer 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 contractor agrees during the term of the agreement that the contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

- 1.19 It is expressly understood and agreed that the obligation of EMSH 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 EMSH, EMSH shall have the right upon ten (10) days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to EMSH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 1.20 The EMSH 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 EMSH 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 EMSH 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 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. EMSH 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. § 31-7-301 et seq..
- 1.22 EMSH 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. EMSH also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in EMSH 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 EMSH 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 EMSH 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 EMSH may choose to accept proposals without discussions. Discussions will be held to promote understanding of EMSH requirements and the offeror's proposal, facilitate arriving at a contract that will be most advantageous to EMSH 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 EMSH 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 EMSH 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 EMSH 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 EMSH 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. EMSH may waive these requirements if it is determined to be in the best interest of EMSH.
- 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 EMSH.
- 1.30 EMSH 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 EMSH 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 EMSH 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, both. (c) 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.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 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 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.
- 1.40 In accordance with OPSCRB regulation 7-113.01 Offerors may request, in writing, a post-award debriefing. The request for the debriefing must be received by EMSH within three (3) business days of notification of the contract award. Offerors, minimally, shall receive information as specified in OPSCRB regulation 7-113.03, during scheduled debriefings.
- 1.41 Offerors must register as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of an initial proposal. Offerors may go on line at mash.dfa.state.ms.us or call (601) 359-1343 for assistance with registering in Magic or submitting a proposal through the Magic system. EMSH requires that Offerors submit a proposal on line through Magic and also submit a paper copy directly to EMSH.
- 1.42 It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

2.0 PURPOSE

EMSH seeks to contract with one vendor to provide professional food service management services to all cited EMSH departments and divisions. Services sought must meet all applicable regulations and standards. EMSH intends 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 EMSH 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. Services shall be provided at the main EMSH campus located at 1818 College Drive, Meridian, MS; North Mississippi State Hospital located at 1937 Briar Ridge Road in Tupelo, MS; and South Mississippi Hospital located at 823 Highway 589 Purvis, Mississippi.

3.0 BACKGROUND AND SCOPE OF SERVICES

See **Exhibit - C** for background and scope of services information for EMSH.

4.0 FOOD SERVICE SCHEDULES

Food service schedules for EMSH are also listed on **Exhibit – C-C3**

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 JC – Means The Joint Commission.
- 5.6 USDA – Means United States Department of Agriculture.
- 5.7 CMS – Means Centers for Medicare and Medicaid Services.
- 5.8 QM – Means quality management.
- 5.9 PI – Means performance improvement.
- 5.10 HAACP – Hazard Analysis and Critical Control Point
- 5.11 RD – Registered Dietitian, Registered by the Commission on Dietetic Registration, and Licensed by the State of Mississippi
- 5.12 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 EMSH.
 - 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 EMSH Policies and Procedures
 - 6.1.5 MDMH Policies and Procedures
- 6.2 When planning and preparing menus successful vendor will adhere to the EMSH Food and Nutrition Services Policy and Policies and Procedures of EMSH. Copies are available from the RFP coordinator.

6.3 Nourishments.

6.3.1 Food and drink items will be requisitioned by EMSH Nursing Staff for feeding to patients between meals. Procedures to be agreed upon by Offeror and EMSH.

6.3.2 EMSH 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

6.3.3 The successful vendor will adhere to the EMSH Food and Nutrition Services Policy and Policies and Procedures of EMSH, on file with RFP coordinator.

6.3.4 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.

6.3.5 Nourishments will be delivered at least once per week based on requisitions submitted by each building.

6.3.6 The nourishment budget for each building may not be exceeded without EMSH management approval. EMSH reserves the right to make changes in any buildings' nourishment budget.

6.3.7 The successful vendor will maintain a set inventory level of nourishment items and will notify buildings when orders cannot be filled as requisitioned.

6.3.8 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.

6.3.9 Offeror shall provide special diet snacks which shall be prepared, labeled and delivered for diabetic, 6 meals and any other prescribed special diet that requires more than 3 meals.

6.4 Medication/Treatment Products.

6.4.1 Food items to be used as medicine or to administer medications shall be available for each building to order.

6.4.2 Medication/Treatment Products include but are not limited to:

- Cranberry Juice
- Prune Juice

- Applesauce
- Bran
- Drink Mix

6.4.3 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.

6.5 Supplements

6.5.1 The offeror shall establish a formulary of commercial dietary supplements, with input from EMSH staff as required.

6.5.2 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.

6.5.3 Supplements will be purchased by EMSH through the group purchasing contract as authorized by EMSH. Successful Offeror will provide distribution of supplements (nourishments and snacks) and will offer a fixed firm price for this service.

6.6 Programmatic/Recreational Meals

6.6.1 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.

6.6.2 Programmatic/Recreational meals shall replace a meal on the seasonal cycle menu.

6.6.3 Programmatic/Recreational meals shall include all paper goods, disposable utensils, etc. as well as food.

6.6.4 Offeror shall provide special theme meals for all patients/residents each month. Schedules will be coordinated with the EMSH Rehabilitation/Recreation Department.

6.6.5 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 EMSH Recreation Department.

6.6.6 The Offeror shall establish and publish a reasonable "cut-off" time for final changes before special events other than birthdays and theme meals.

6.6.7 Programmatic/Recreational meals shall be included in the fixed firm price for regular meals.

6.7 Employee Dining

6.7.1 Offeror shall offer meal service in the designated cafeteria for employees for breakfast and lunch Monday through Friday except on statutory holidays and as declared by the Governor of Mississippi as applicable for each facility.

6.7.2 Offeror shall provide fixed firm pricing for employee meals and an explanation of service options.

6.8 Food Production – Ordering, Receiving, Storing, Distribution

- 6.8.1 Offeror shall adhere to EMSH Food and Nutrition Services Policy or Policies and Procedures as applicable, on file with the RFP coordinator.
- 6.8.2 The Offeror shall keep a sample of each food served to patients for seventy two (72) hours after the final serving.
- 6.8.3 The following specifications establish minimum qualities acceptable to EMSH 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 EMSH.

6.9 Catering

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

6.10 Nutritional Care of Patients/Residents

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

6.11 QM/PI Requirements

- 6.11.1 Offeror shall adhere to EMSH Food and Nutrition Services Policy or Policies and Procedures, available from the RFP coordinator.
- 6.11.2 Offeror shall share benchmarking data from other vendor clients with EMSH.
- 6.11.3 Performance standards as approved by Offeror and EMSH will be measured at least twice yearly through an unannounced Environment of Care inspection, conducted by a team assigned by EMSH to include but not limited to (Risk Management, Infection Control, Physical Plant Services and a Dietary Representative).
 - Compliance with sanitation, safety and acceptable levels of service shall be monitored.
 - If compliance is deficient, EMSH will notify the vendor and penalties will be assessed if applicable.
- 6.11.4 When compliance rates fall below the expected standard, the Offeror must submit written corrective action plan to EMSH within ten (10) calendar days of notification of the deficiency.
- 6.11.5 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.
- 6.11.6 Offeror shall participate in developing and implementing the plan of correction for survey deficiencies.
- 6.11.7 EMSH, 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.
- 6.11.8 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).

6.12 Penalties

- 6.12.1 At any time that the successful Offeror and the designated EMSH Officer agree that performance standards are not being met, a penalty will be assessed.
- 6.12.2 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 EMSH staff.

6.12.3 If the designated EMSH Officer and the Offeror do not agree, the matter will be referred to the EMSH Director for a final decision.

- If the EMSH Director finds the Offeror within compliance, penalty will not be assessed.
- If the EMSH Director finds the Offeror out of compliance, penalty will be assessed as in 6.12.2 above.

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

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

6.12.6 EMSH will not pay for any food items that is spoiled or unwholesome at the time of delivery or do not otherwise meet requirements of this RFP and eventual contract agreement.

6.12.7 Offeror shall pay any claims due to Offeror negligence or non-compliance with any applicable regulations for three (3) years or as required by any oversight entity.

6.13 Sanitation and Safety

6.13.1 Offeror shall adhere to the EMSH Food and Nutrition Policy or Policies and Procedures, available from the RFP coordinator.

6.13.2 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.

6.14 Personnel

6.14.1 Offeror shall adhere to EMSH Food and Nutrition Services Policy or Policies and Procedures, available from the RFP coordinator.

6.14.2 EMSH 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.

6.14.3 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 EMSH.

6.14.4 The Offeror shall be responsible for paying all of its employees to include management staff.

6.14.5 Food service management staff are subject to the Offeror's direct supervision and approval and are members of the Offeror's staff.

6.14.6 Food service personnel policies shall be those of the Offeror.

6.14.7 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.

- 6.14.8 Consultation with Offeror supervisory and technical staff may be requested and utilized by EMSH Administration for proper functioning of the food service program.
- 6.14.9 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.
- 6.14.10 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.
- 6.14.11 The Offeror agrees not to hire any EMSH employees without the express verbal consent of the EMSH Director or his designate during the contract period.
- 6.14.12 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.
- 6.14.13 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.
- 6.14.14 The Offeror shall provide information on the turnover rate for service staff and management staff.

6.15 Billing

- 6.15.1 Only those meals actually served shall be billed.
- 6.15.2 Pass meals for patients on pass greater than 24 hours will not be billed.
- 6.15.3 Offeror shall submit a weekly invoice to EMSH within three (3) days after the end of each week.
- 6.15.4 Offeror shall submit a final invoice for the EMSH Fiscal year by August 10th each year.
- 6.15.5 Each invoice shall show a breakdown by building of charges and an overall summary by EMSH divisions.
- 6.15.6 Offeror shall maintain documentation to support invoice amounts.

6.16 Financial Records/Monthly Reports (Deliverables)

- 6.16.1 Offeror shall utilize generally accepting accounting principles and practices in the maintenance of financial records for the food service operation.
- 6.16.2 Offeror shall permit EMSH 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 Resources To Be Provided By EMSH:

- 6.17.1 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 EMSH and Offeror.

- 6.17.2 Pest control
 - 6.17.3 Maintenance, repair, and negotiated replacement of existing equipment owned by EMSH
 - 6.17.4 All utilities, even during period of service interruptions such as during bad weather, facility damage, renovation and construction
 - 6.17.5 Local phone service
 - 6.17.6 Building preventative maintenance and repair inside and outside to include painting
 - 6.17.7 Building and/or facilities renovations to accommodate changes directed by EMSH
 - 6.17.8 Maintenance of grounds
 - 6.17.9 Maintenance and replacement of lighting
 - 6.17.10 Inventory of small wares which will be turned over to contractor and upon dissolution of the contract the contractor shall be responsible for replacement.
- 6.18 Resources To Be Provided By Offeror
- 6.18.1 Routine cleaning of food preparation areas, service areas, office areas, floors (to include waxing), and restrooms within primary food preparation buildings
 - 6.18.2 Cleaning of patient cafeteria and employee cafeteria tables, chairs, walls, draperies, blinds, windows, and floors to include waxing. In the event that MSH staff has to perform these tasks Offeror will be penalized as stated in paragraph 6.12.2.
 - 6.18.3 All pans, dishes, utensils, and supplies used in food production and service to patients and employees and for catered events
 - 6.18.4 Replacement of all small supply items due to wear and tear or damage due to negligence on the Offeror's part
 - 6.18.5 Sufficient napkins and condiments for meal services in each building
 - 6.18.6 Cleaning and fireproofing hoods and ducts
 - 6.18.7 Maintenance, repairs, and replacement of equipment owned by the Offeror
 - 6.18.8 Building/facilities renovation to accommodate new systems or changes implemented by Offeror upon review and approval by the EMSH Director and any other oversight authority required, for the specified project
 - 6.18.9 Repair, replacement and/or payment for damage to EMSH property caused by Offeror negligence
 - 6.18.10 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

6.18.11 Repair and replacement of vehicles

6.18.12 Preventative and routine maintenance of vehicles

6.18.13 Vehicle licenses, taxes and inspection costs

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

6.18.15 Long distance telephone service/fax, computer lines

6.18.16 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. EMSH 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 EMSH cannot provide an alternate facility or off-site location and EMSH shall bear the cost of the setup and operation.

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

6.19 Training

6.19.1 Offeror shall adhere to EMSH Food and Nutrition Services Policy or Policies and Procedures, available from the RFP coordinator.

6.19.2 Offeror management personnel will be given orientation to EMSH by EMSH staff within the first week of employment on the EMSH campus.

6.20 Taxes, License, Insurance, Bonds

6.20.1 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.

6.20.2 The successful Offeror shall furnish within seven (7) working days after notice of EMSH 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 EMSH 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 EMSH 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 EMSH 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.

6.20.3 The successful Offeror shall provide a performance bond payable to and in favor of and for the protection of EMSH, 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 EMSH intent to award contract.

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

6.21 Criteria for Termination of Contract/Amendment

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

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

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

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

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

6.22 Communication and Computer Access

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

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

6.22.3 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 EMSH Information Management Director.

6.23 How and When To Submit Pricing

6.23.1 Offeror shall submit pricing as part of the initial proposal due on **September 24, 2020** and also as part of the final proposal, if applicable, due on **October 13, 2020**. Please submit pricing on the form provided as **Exhibit - D**.

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

- 6.23.3 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.
 - 6.23.4 Offeror shall submit firm fixed pricing (in list form if needed) for nourishments, medication/treatment foods, and supplements referenced on **Exhibit - D**.
 - 6.23.5 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 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 January 1 of the following year.
 - 6.23.6 Offeror shall submit firm fixed pricing method to be used for catered events which must show all food, supplies and labor cost.
 - 6.23.7 Offeror shall submit pricing method to be used for employee meals and it must comply with 6.23.2 above. Pricing must be fixed and firm for the entire contract period and increases allowed as in 6.23.5 above.
 - 6.23.8 The Offeror must state the operation plan for the EMSH employee cafeteria and proposed meal pricing must be fixed and firm for the entire contract period with price increases allowed as in 6.23.5 above as applicable for the EMSH.
- 6.24 Offeror Requirements
- 6.24.1 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.
 - 6.24.2 The Offeror must provide a description of its purchasing system.
 - 6.24.3 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 EMSH Director.
 - 6.24.4 The Offeror shall provide established HAACP guidelines utilized in other facilities under contract management.
 - 6.24.5 The Offeror shall provide, as requested by EMSH, customer satisfaction scores (Press-Ganey, etc.) from currently contracted facilities.
- 6.25 Proposal Format
- 6.25.1 All proposals submitted in response to this RFP shall be in writing. **Offerors shall ensure that their company name, logo or other identifying markings are only included on the cover page of the proposal and no other pages to help facilitate blind evaluation of proposals as required by the Mississippi Public Procurement Review Board Office of Personal Service Contract Review.**
 - 6.25.2 Offerors must submit **five (5) 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 (**September 24, 2020**) or (**October 13, 2020**), proposal

file number RFP 20-15 and the proposal title (Food Service Management Services) on the outside lower left corner of the mailing envelope.

6.25.3 Offeror shall group and submit the five 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 five (5) binders with each binder containing one individual proposal. This almost certainly dictates that while being thorough, offerors should keep their proposals as brief as possible.

6.25.4 Offeror shall submit proposed pricing on the page provided as **Exhibit – D**.

6.25.5 Offeror shall utilize the following response format for submitted proposals:

6.25.6 Offeror shall submit a written proposal as follows:

- 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 professional references that demonstrate and evidence the Offeror's ability to perform the required services, 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. 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 have a minimum of five (5) years experience successfully performing the services described in this RFP.
- 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. EMSH 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 300 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.

- 6.26.1 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 6.27 below).
- 6.26.2 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 EMSH requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to EMSH taking into consideration established evaluation factors, and to determine in greater detail Offeror's qualifications. EMSH 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.
- 6.26.3 Final proposals shall be evaluated against weighted criteria to determine if the proposals meet the needs of EMSH. The evaluation will be conducted, minimally, by a committee of EMSH staff. EMSH staff may be added to the evaluation committee as needed by the EMSH Director. Committee members will utilize the rating forms (**Exhibit – F & Exhibit – F2**) to assign a numerical score to each Offeror's proposal. A total score will be ascertained from all raters for each Offeror to determine a final score. That Offeror receiving the highest cumulative numerical score will receive the contract award.
- 6.26.4 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.

6.27 Minimum Mandatory Criteria

- 6.27.1 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

6.28 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.

6.28.1 The plan for performing required services. 10 points (10%)

6.28.2 Ability to perform the required services as reflected by technical training and

education, general experience, specific experience. 15 points (15%)

6.28.3 The qualifications and abilities of personnel proposed to be assigned to perform the services. 10 points (10%)

6.28.4 Proposal or qualification complete and responsive. 10 points (10%)

6.28.5 Record of past performance of similar work. 10 points (10%)

6.28.6 Price. 35 points (35%)

6.28.7 The offeror's proposal or qualification use of innovative technology and techniques. 10 points (10%)

6.29 Award Criteria

6.29.1 Award will be made by points given based on weighted evaluation criteria. The Offeror receiving the highest number of total cumulative points for EMSH shall be awarded the contract on an all or none basis with the understanding that EMSH reserves the right to reject any vendor's proposal if it is determined that the proposal is not acceptable as determined by EMSH.

6.30 Contract Agreement

6.30.1 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 - G**. 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 - G**, and EMSH will review requested exceptions and accept or reject exceptions at its sole discretion and as approved by the Mississippi Office of Personal Service Contract Review.

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

6.31 Negotiation Delay

6.31.1 If a written contract agreement cannot be negotiated within thirty (30) days of notification of the successful Offeror, EMSH 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.

6.32 Protest Deadline

6.32.1 Any protest by a responsive Offeror must be timely and in conformance with Mississippi Office of Personal Service Contract Review 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 the deadline is projected to be on or about 5:00 P.M. on **October 26, 2020**. 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 EMSH. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted.

6.33 Certifications/Assurances and Proposal Acknowledgement/Authorization

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

6.34 Schedule

6.34.1 Ad appears in newspaper – August 25, 2020 and September 1, 2020

6.34.2 Acknowledgement form and initial questions due by – September 14, 2020

6.34.3 Deadline for final questions – September 23, 2020

6.34.4 Initial proposals due/opening – September 24, 2020

6.34.5 Discussions to be held with Offerors (If Requested) – October 7, 2020 to October 9, 2020

6.34.6 Final and best Proposals due (if required) – October 16, 2020

6.34.7 Final proposals evaluated and scored (If Required) – October 19, 2020

6.34.8 Offerors notified of intent to award – October 20, 2020

6.34.9 Deadline for protest to award – October 26, 2020

6.34.10 Contract projected start date – January 1, 2020

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

Andrea Davis
Director of Resource Management

EXHIBIT -A
RECEIPT CONFIRMATION FORM
EAST MISSISSIPPI STATE HOSPITAL
RFP No. 20-15

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. September 14, 2020**. 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 EMSH written responses to those questions as well as RFP amendments.

Company _____

Street Address _____

City _____ State _____ Zip code _____

Email _____ Fax No _____

Phone No _____ Voice Mail _____

Signature _____ Date _____

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.

Andrea Davis (RFP Coordinator)
East Mississippi State Hospital
1818 College Drive, Meridian, MS 39307
PO Box 4128 Meridian, MS 39304
(601) 581-7666/Phone
(601) 581-7676/Fax
adavis@emsh.ms.gov

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 ESH is an agency 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 ESH.

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

Signature

Printed Name

Title

Date

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 (MAGIC).

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 payment vehicle.

F. MAGIC: Mississippi Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.

G. 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™

B. All vendors established as new vendors in the State Magic System must be established for e-payment and remittance via PayMode™.

C. All remaining MAGIC vendors, unless specifically exempted, must convert to PayMode™ on the schedule determined by DFA.

D. To register for PayMode™, vendors should go to the Bank of America's TM enrollment website at <http://www.bankofamerica.com/Daymodeirns>.

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. Requirements for Transitioning to E-invoicing

A. All vendors who contract with a state agency must agree to invoice the State electronically through PayMode.

B. To register for PayMode E-invoicing, vendors must first register with PayMode for E-payment.

- C. Vendors must then complete additional information on the PayMode website to enroll in E-invoicing.
 - D. Vendors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.
- V. 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 – C
BACKGROUND/SCOPE: EAST MS STATE HOSPITAL

East Mississippi State Hospital (EMSH), operating under the direction of the Mississippi Department of Mental Health, provides adult psychiatric and nursing home services for up to 633 Mississippians. It is located at 1818 college Drive, Meridian, Mississippi. The facility first opened in 1885, EMSH 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 EMSH: currently 250.

The scope of the work shall consist of providing breakfast, lunch, dinner, snacks, nourishments, medication-treatment products, supplements, and special events for EMSH patients. Work shall also include providing breakfast, lunch and special events catering for EMSH staff. The average number of patient meals served per meal is 240. The average number of staff breakfast meals served per day is 20 and the average number of staff lunch meals served per day is 50.

Food is prepared in the EMSH main kitchen/dining facility located in building O on the EMSH main campus. Patient meals are served via walk in service for those patients able to walk to 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 for bulk food service. Patients receive snacks once each day. Nourishments are ordered as needed by EMSH 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. 30 to 40 meals are delivered to patient units for patients that are unable to walk to the main dining facility. Approximately 140 meals are delivered in bulk pans to the Nursing Home three times per day. 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 also require, as needed, 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.

EMSH currently contracts, with an outside vendor for its food service operations and does not employ any food service staff.

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.

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 (1:30), 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 D
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: \$ _____ (Offeror 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 EMSH, 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 EMSH.

EXHIBIT - E
MEAL PRICING SLIDING SCALES

East Mississippi State Hospital (Average Meals Per Meal Is 240)

351- 400	Offeror shall determine price reduction which shall not be less than X minus 1.0% of X
301- 350	Offeror shall determine price reduction which shall not be less than X minus .5% of X
201- 300	X (Base Price Per Meal)
175- 200	X Plus .5% of X
150- 174	X Plus 1.0% of X

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

EXHIBIT - G
SAMPLE CONTRACT AGREEMENT (FOR REFERENCE ONLY)

Independent Contractor — May 2018 Revision

AGREEMENT BETWEEN
EAST MISSISSIPPI STATE HOSPITAL

(EMSH) and

This agreement is entered into by East Mississippi State Hospital, hereafter called "Hospital" whose address is Post Office Box 4138, 1818 College Drive, Meridian, Mississippi

and _____, hereinafter called "Independent Contractor" for the provision of services as set out herein.

NOW THEREFORE, the parties agree to the terms and conditions herein.

1. INDEPENDENT CONTRACTOR

Neither Independent Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Hospital or any of its subordinate programs and Hospital or any of its subordinate programs shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor or its servants, or agents. Hospital agrees to compensate as outlined in Attachment A, which is attached hereto and made a part of as if fully copied herein. These funds shall be paid directly to the Independent Contractor by Hospital. Hospital or any of its subordinate programs shall not withhold from the Independent Contractor payments for any federal or state unemployment taxes, federal or state income taxes, Federal Insurance Contributions Act (FICA) withholdings, or any other amounts for benefits to Independent Contractor.

Further, Hospital or its subordinate programs shall not provide to Independent

Contractor any insurance coverage or other benefits including Workers Compensation, normally provided by the state for its employees.

2. SCOPE OF WORK

Independent Contractor agrees to provide services to the Hospital as described, and under the conditions, as set out in Attachment A which is attached hereto and made a part of as if fully copied herein.

3. PERIOD OF AGREEMENT

Performance of the services will begin on or about _____
end on or about _____

and will

4. RESERVATION OF RIGHT

Any and all forms, reports, designs, and other materials prepared by Independent Contractor for Hospital shall be used by Hospital only for its own internal operations. Hospital retains all rights and interest in said reports.

5. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect hereto shall be brought in the courts of the state. The Independent Contractor shall comply with applicable federal and state local laws and regulations.

6. AVAILABILITY OF FUNDS

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 Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are at, any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Hospital, the Hospital shall have the right upon ten (10) working days written notice to the Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

7. REPRESENTATION REGARDING CONTINGENT FEES

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

8. REPRESENTATION REGARDING GRATUITIES

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

9. PROCUREMENT REGULATIONS

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or

downloadable at <http://www.DFA.ms.gov>.

10. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

11. TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Independent Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

12. COMPLIANCE WITH LAWS

The Independent Contractor 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, religion, physical handicap, disability, genetic information, or any other consideration made unlawful and the Independent Contractor agrees during the term of the agreement that the Independent Contractor will strictly adhere to this policy in its employment practices and provisions of services. The Independent Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified, "as well as in accordance with the standards of the Joint Commission (JC)."

13. HIPAA

Independent Contractor agrees to comply with the Final Omnibus Rule of the Health Insurance Portability and Accountability Act of 1996 and any amendments there to, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the service under this contract."

14. TERMINATION FOR CONVENIENCE

(a) *Termination.* The Hospital Director or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Hospital Director or designee shall give written notice of the termination to Independent Contractor specifying the part of the contract terminated and when termination becomes effective.

(b) *Independent Contractor Obligations.* Independent Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Independent Contractor will stop work to the extent specified. Independent Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Independent Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Hospital Director or designee may direct Independent Contractor to assign Independent Contractor right, title, and interest under terminated orders or subcontracts to the State. Independent Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15. TERMINATION FOR DEFAULT

(a) *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Hospital Director or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Hospital Director or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Hospital Director or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Hospital Director or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(b) *Independent Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.

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

(d) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Independent Contractor has notified the Hospital Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Hospital Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

(e) *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(f) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. TERMINATION UPON BANKRUPTCY

This contract may be terminated in whole or in part by the Hospital upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

17. E-PAYMENT

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. Mississippi Code Annotated § 31-7-301 et seq.

18. E-VERIFICATION

Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Independent 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. Independent 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 Independent 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;
- (b) the loss of any license, permit, certification or other document granted to Independent 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, Independent 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.

19. ANTI-ASSIGNMENT/SUBCONTRACTING

The Independent Contractor acknowledges that it was selected by the Hospital to perform the services required hereunder based, in part, upon the Independent

Contractor's special skills and expertise. The Independent Contractor 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.

20. STOP WORK ORDER

(1) Order to Stop Work: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement

Officer shall either:

- (a) cancel the stop work order; or,
 - (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
- (2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and, (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- (4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

21. PAYMODE

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Independent Contractor's choice. The State may, at its sole discretion, require Independent Contractor to electronically 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.

22. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

23. AUTHORITY TO CONTRACT

Independent Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

24. CHANGE IN SCOPE OF WORK

The Hospital may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Independent Contractor that the scope of the project or of Independent Contractor's services has been changed, requiring changes to the amount of compensation to Independent Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Hospital and Independent Contractor. If Independent Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Independent Contractor, Independent Contractor must immediately notify the Hospital in writing of this belief. If the Hospital believes that the particular work is within the scope of the contract as written, Independent Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

25. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Independent Contractor has designated in writing as proprietary and confidential shall be subject to the

provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information. Any liability resulting from the wrongful disclosure of confidential information on the part of Independent Contractor or its subcontractor shall rest with Independent Contractor. Disclosure of any confidential information by Independent Contractor or its subcontractor without the express written approval of the Hospital shall result in the immediate termination of this agreement.

26. CONFIDENTIALITY

Notwithstanding any provision to the contrary contained herein, it is recognized that Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Hospital pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Hospital shall not be liable to the Independent Contractor for disclosure of information required by court order or required by law.

27. CONTRACTOR PERSONNEL

The Hospital shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Independent Contractor. If the Hospital reasonably rejects staff or subcontractors, Independent Contractor must provide replacement staff or subcontractors satisfactory to the Hospital in a timely manner and at no additional cost to the Hospital. The day-to-day supervision and control of Independent Contractor's employees and subcontractors is the sole responsibility of Independent Contractor.

28. DEBARMENT AND SUSPENSION

Independent Contractor certifies to the best of its knowledge and belief, that it:

- (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- (b) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (c) has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

29. DISCLOSURE OF CONFIDENTIAL INFORMATION

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated, §§_25-61-1 et seq.

30. EXCEPTIONS TO CONFIDENTIAL INFORMATION

Independent Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

- (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (d) is independently developed by the recipient without any reliance on confidential information;
- (e) is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- (f) is disclosed with the disclosing party's prior written consent.

31. FAILURE TO DELIVER

In the event of failure of Independent Contractor to deliver services in accordance with the contract terms and conditions, the Hospital, after due oral or written notice, may procure the services from other sources and hold Independent Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Hospital may have.

32. FAILURE TO ENFORCE

Failure by the Hospital at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Hospital to enforce any provision at any time in accordance with its terms.

33. FORCE MAJEURE

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.

34. INDEMNIFICATION

To the fullest extent allowed by law, Independent Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Independent Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Independent Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Independent Contractor defends said claim, suit, etc., Independent Contractor shall use legal counsel acceptable to the State. Independent Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Independent Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

35. INDEPENDENT CONTRACTOR STATUS

Independent Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Independent Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Independent Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Independent Contractor. Independent Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Independent Contractor 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 Independent Contractor, its servants, agents, or employees. The Hospital shall not withhold from the contract payments to Independent Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any

other amounts for benefits to Independent Contractor. Further, the Hospital shall not provide to Independent Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

36. MODIFICATION OR RENEGOTIATION

This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

37. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Independent Contractor for harm caused by the intentional or reckless conduct of Independent Contractor or for damages incurred through the negligent performance of duties by Independent Contractor or the delivery of products that are defective due to negligent construction.

38. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Hospital or Independent Contractor and agreed to by the other party in the contract.

39. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by Independent Contractor to the Hospital, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Independent Contractor and the Hospital. The rights of the Hospital are in addition and without prejudice to any other right the Hospital may have to claim the amount of any loss or damage suffered by the Hospital on account of the acts or omissions of Independent Contractor.

40. STATE PROPERTY

Independent Contractor will be responsible for the proper custody and care of any state-owned property furnished for Independent Contractor's use in connection with the performance of this agreement. Independent Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

41. THIRD PARTY ACTION NOTIFICATION

Independent Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Independent Contractor by any entity that may result in litigation related in any way to this agreement.

42. UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by Independent Contractor is considered by the Hospital to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Independent Contractor shall, on being notified by the Hospital, immediately correct such deficient service or work. In the event Independent Contractor 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 Independent Contractor.

43. WAIVER

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

44. NOTICES

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Independent Contractor:

Name: _____ *Title:* _____

Address: _____

For the Hospital:

Name: _____ *Title:* _____

Address: Post Office Box 4138, Meridian, Mississippi
39304

1818 College Drive, Meridian, Mississippi 39307

45. INTEGRATED AGREEMENT/MERGER

This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Independent Contractor. Independent

Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of, or against the State or Independent Contractor on the basis of draftsmanship or preparation hereof.

Charles Carlisle
Director
Mississippi State Hospital

Date

Independent Contractor

Date

EXHIBIT - H

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): **YOU MUST CIRCLE THE CORRECT WORDS IN ALL LINES.**

01. Representation Regarding Contingent Fees. The contractor represents that it has/has not (Circle One) 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 proposal.
02. Representation Regarding Gratuities. The bidder, offeror, or contractor represents that it has/has not (Circle One) violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
03. Certification of Independent Price Determination. The offeror certifies that the prices submitted in response to the solicitation have/have not (Circle One) 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 contractor represents as a part of such contractor's offer that such contractor has/has not (Circle One) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting a offer, the offeror certifies that it is/is not (Circle One) 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

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

EXHIBIT - I**PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM**
FOR PROPOSED AGREEMENT ON EMSH FOOD SERVICE MANAGEMENT SERVICES

1. The undersigned hereby acknowledges that he/she has read and understands the specifications, requirements, and proposed agreement regarding food service management services issued by East Mississippi State Hospital (EMSH). He/she further acknowledges that the offeror's proposed equipment, materials and/or services fully meet or exceed those as specified in Mississippi State Hospital Request for Proposal for food service management services dated **August 25, 2020**. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of EMSH, become a legally binding and essential portion of the final contract between the offeror and EMSH.
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 EMSH.
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 service 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 EMSH.

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