

REQUEST FOR PROPOSALS

RFP: 03.18.2025.490 (RFX - 3120003080)

TO PROVIDE: FOR THE PROCUREMENT OF FOOD SERVICE MANAGEMENT SERVICES

ISSUE DATE: 02/06/2025

CLOSING LOCATION

Mississippi State Hospital - Building 93
3550 Hwy 468 West/P.O. Box 157-A
Whitfield, MS 39193

PROCUREMENT COORDINATOR

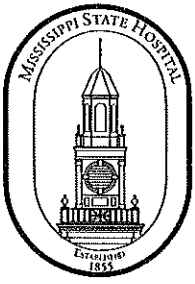
H.L. Lockhart/Purchasing Chief
Telephone: (601) 351-8056
Fax: (601) 351-8034
E-Mail: Lockhhl@msh.ms.gov

TECHNICAL COORDINATOR

Carla Dearman/Support Services Director
Telephone: (601) 351-8164
E-Mail: Carla.Dearman@msh.ms.gov

CLOSING DATE AND TIME

Bids must be received by 3:00 p.m. (CST) on March 18, 2025



MISSISSIPPI STATE HOSPITAL

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

(601) 351-8000

WWW.MSH.STATE.MS.US

James G. Chastain, FACHE
Director

MISSISSIPPI STATE HOSPITAL
3550 HWY 468 WEST/P.O. BOX 157-A
WHITFIELD, MS 39193
February 6, 2025

1. General Information

- 1.1 In accordance with 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 701E, Jackson, Mississippi, 39201 for inspection or downloadable at www.dfa.ms.gov. Mississippi State Hospital (MSH) will receive written sealed proposals for the food service management services described in the following specifications. Contractor shall understand that any eventual contract resulting from this Request For Proposals, shall be governed by the above applicable Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any Offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.
- 1.2 Written sealed **initial** proposals must be received not later than 3:00 P.M. (Central Time) on **Tuesday, March 18, 2025**. **Final and Best** written and sealed proposals, if required, will be submitted on a date following the initial opening which will be determined and communicated to all offerors submitting an initial proposal . Proposals shall be delivered to and also be opened in building 93 on the MSH main campus located at 3550 Hwy 468 West, Whitfield, MS 39193. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State Personnel directly serving Mississippi State Hospital. Offerors submitting late proposals, which shall not be considered for award, shall be so notified as practicable.
- 1.3 The Request For Proposal (RFP) coordinator is as listed below and any questions concerning the RFP document or the RFP process should be submitted to him in writing:

A FACILITY OF THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH

ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS

H.L. Lockhart/Purchasing Chief
3550 Hwy 468 West/P.O. Box 157-A
Whitfield, MS 39193
(601) 351-8056/Phone
(601) 351-8034/Fax
lockhhl@msh.state.ms.us/Email

- 1.4 Offerors shall contact the RFP Coordinator, no later than **February 25, 2025**, to set up an appointment for on-site visits. Every Offeror shall have the responsibility to inspect proposed work sites prior to submitting a proposal. It shall be understood that site visits do not constitute a pre-bid conference and that any questions will have to be submitted in writing by the assigned deadline.
- 1.5 If for any reason you cannot submit a proposal, it would be appreciated, for the record, if you would send us written notice stating reason for no proposal.
- 1.6 The term of the awarded contract shall be for a **four (4) years with the option to renew the contract for one (1) additional year** for the services as specified in this request for proposal. The estimated start date for this contract shall be **November 1, 2025** and final end date is projected to be **October 31, 2030 including the optional one year renewal**.
- 1.7 Tie Proposals. Low tie proposals shall be awarded as specified in paragraph 5.5.8 of the Mississippi Office of Personal Service Contract Review Procurement Rules and Regulations.
- 1.8 Mistakes In Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 6.7.3.7 of the Mississippi Office of Personal Services Contract Review Procurement Rules and Regulations.
- 1.9 Proposal Modification And Withdrawal. Proposals may be modified or withdrawn by written notice received in the MSH Purchasing Office prior to the time and date set for proposal opening in accordance with chapter 6 of the Mississippi Office of Personal Services Contract Review Procurement Rules and Regulations.
- 1.10 It is the intent of MSH to procure professional 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 MSH require such a change. Contract awards shall be a requirement contract as defined by paragraph 14.2.2 of the Mississippi Office of Personal Service Contract Procurement Regulations and therefore quantities of MSH Service requirements will be considered indefinite, no specific quantity of services are guaranteed. MSH shall procure all food service management services, covered by this Invitation for Bid, from the awarded vendor, however MSH reserves the right to take bid separately

if a particular quantity requirement arises which exceeds MSH's normal requirements or an amount specified herein this IFB. It shall be understood that MSH is exempted from procuring under the eventual contract when (1) services provided under this contract will not meet a nonrecurring, special need of MSH and (2) services are performed incidental to the State of Mississippi's own programs that can satisfy the need.

- 1.11 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.
- 1.12 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, 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 MSH RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator. The deadline for questions/clarifications concerning the request for proposal document or proposal procedures must be received, in writing, by the MSH RFP Coordinator not later than **March 4, 2025**.
- 1.13 It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify Mississippi State Hospital if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any Offeror can submit a request for reconsideration of the terms and conditions of the solicitation in accordance with OPSCR Rules and Regulations at paragraph 6.5.4.
- 1.14 The minimum specifications stated herein 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, manufacturer names, models and literature of the product and services they propose to furnish.
- 1.15 Only one proposal, per line item, per offeror. This means that only a single proposal will be accepted from each offeror for each line item requested. Alternate proposals unless specifically requested will not be considered.
- 1.16 Prices proposed shall be firm **fixed prices that shall be firm for the entire term** of the contract. Contractor will only be allowed to increase price annually in the month of February to be effective the following July based on the percentage change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics Showing February data for that same year, not to

exceed 3%. Contractor shall provide at least a sixty (60) day advance notice of any intended price increase. MSH reserves the right to reject any price increase and terminate, without cost, the future performance of the contract.

- 1.17 Invoices are to be billed to:
- Mississippi State Hospital
P.O. Box 157-A
Whitfield, MS 39193
Attn: Accounts Payable
- 1.18 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 specified will not be considered.
- 1.19 No proposal amendment will 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 the five (5) day period prior to a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
- 1.20 Offerors shall acknowledge, in writing, receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter for every amendment issued by MSH. The acknowledgment must be received by the Mississippi State Hospital by the time and at the place specified for receipt of proposals.
- 1.21 If purchase orders or contracts are canceled because of the awarded offeror's failure to perform or request for an unspecified price increase, that vendor shall be removed from future consideration of contracts per Chapter 15 of the MS Office of Personal Services Contract Review Rules and Regulations.
- 1.22 The offeror understands that Mississippi State Hospital is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the 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.

- 1.23 It is expressly understood and agreed that the obligation of MSH to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at anytime, not forthcoming or insufficient, regardless of the source of funding, MSH shall have the right upon ten (10) business days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to MSH of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 1.24 Mississippi State Hospital reserves the right, in accordance with MS Office of Personal Services Rules and Regulations paragraph 6.10, to reject any and all proposals in whole or in part and to award items, parts of items or by any group of items on the proposal. MSH also reserves the right to cancel, in accordance with OPSCR rules and regulation paragraph 6.10, the solicitation in whole or in part when it is determined that such action is in the best interest of MSH. If the offeror fails to state the time within which proposals must be accepted, it is understood and agreed that Mississippi State Hospital shall have **sixty (60) days** from the proposal opening day to accept and issue an intent to award.
- 1.25 It is the intent of MSH to procure only the products and services that meet the minimum standards stated herein. Alternates 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 construction/design details along with proposal for evaluation and approval.
- 1.26 All products and services proposed must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed, if applicable, shall be new and of current production, latest design and construction.
- 1.27 Proposal openings will not be conducted open to the public. They will serve only to open the proposals. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will made either stated or implied at the proposal opening.
- 1.28 The successful offeror will ensure that any written material prepared by the offeror 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 MSH 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 solicitation requirements shall be borne by the successful offeror. This requirement applies to written material (reports, letters, and memos) produced by the successful offeror after an award has been made and an agreement has been executed.

- 1.29 The successful offeror will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost or expense to Mississippi State Hospital.
- 1.30 All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the Public Procurement Review Board of Office of Personal Service Contract Review Rules and Regulations.
- 1.31 The offeror should 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 25-61-1 through 25-61-19 and 75-26-1 through 75-26-19 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 MSH 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 contract for additional compensation.
- 1.34 MSH 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 MSH may choose to accept proposals without discussions. Discussions will be held to promote understanding of MSH requirements and the Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH 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.

- 1.35 Mississippi State Hospital 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 MSH 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 MSH and subject to any copyright protections.
- 1.36 Offerors taking exception to any part or section of the solicitation (RFP) shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the Offeror's intent to fully comply with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 1.37 Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of MSH subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Review Board Office of Personal Service Contract Review Rules and Regulations (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by MSH due to contract cancellation or loss of license or permit to do business in the State.
- 1.38 The contract shall be governed by and construed in accordance with 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 Mississippi.
- 1.39 MSH may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for period of time specified by MSH. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to MSH. Upon expiration of the stop work order, Contractor shall

resume providing the services which were subject to the stop work order, unless MSH has terminated that part of the agreement or terminated the agreement in its entirety. MSH is not liable for payment of services which were not rendered due to the stop work order.

- 1.40 Offerors shall understand that Mississippi State Hospital became a tobacco-free facility, effective June 30, 2008. The use of tobacco products by patients, residents (admitted after March 1, 2008), employees, visitors, vendors and contractual staff is prohibited.
- 1.41 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 per MS State Code 79-4-15.01.
- 1.42 It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
- 1.43 Offerors must be registered 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. MSH requires that Offerors submit a proposal on line through Magic and also submit a paper copy directly to MSH.**
- 1.44 Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated 25-61-9. The contract shall be posted publicly on www.Transparency.ms.gov and shall be available at the Agency for examination, inspection, or reproduction by the public. The Offeror acknowledges and agrees that MSH and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated 25-61-1, et seq. and its exceptions, Mississippi Code Annotated 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated 27-104-151, et seq.
- 1.45 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.

- 1.46 An offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. Mail or electronic submission in accordance with paragraph 6.9.2 of the MS Office of Personal Services Contract Review Rules and Regulations.
- 1.47 In addition to a complete unredacted version of the proposal, the bidder shall also submit a copy of the proposal with all information the offeror considered to be proprietary information to include commercial and financial information and/or trade secrets redacted in black. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures set forth in Mississippi state code sections 25-61-9, 75-26-1, 75-26-19 and 79-23-1. Offeror acknowledges that it may be subject to exclusion pursuant to Chapter 15 of the PPRB OPSCR Rules and Regulations if Mississippi State Hospital or the MS Public Procurement Review Board (PPRB) determine redactions were made in bad faith in order to prohibit public access to portions of the proposal which are not subject to Mississippi Code cited earlier in this paragraph. Offeror acknowledges and agrees that Mississippi State Hospital may release the redacted copy of the proposal document at any time as a public record without further notice to the offeror and if the offeror does not produce a redacted version, the full proposal will be released at MSH's sole discretion without notice to the offeror and it shall be produced as a public record exactly as submitted. An Offeror who selects this option but fails to submit a redacted copy of its proposal may be deemed non-responsive.
- 1.48 All Offerors, who respond to the request for proposals, shall have an opportunity to request reconsideration of the intent to award as specified in OPSCR Rule and Regulation 6.9.3.
- 1.49 Contractor shall comply with, an all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
- 1.50 Contract rights do not vest in any party until a contract is legally executed. The Mississippi State Hospital is under no obligation to award a contract following issuance of this solicitation.
- 1.51 MSH has the right to waive minor defects or variations of a proposal for the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any offeror. If insufficient information is submitted by an offeror for MSH to properly evaluate the offeror, MSH has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price,

quality, quantity, delivery or performance time of the services being procured and such a request does not create an unfair advantage for any offeror.

- 1.52 Property rights do not inure to any offeror until such time as services have been provided under a legally executed contract. No party responding to this RFP has a legitimate claim of entitlement to be awarded a contract or the provision of work thereunder. MSH is under no obligation to award a contract and may terminate a legally executed contract at any time.
- 1.53 Termination for convenience. MSH may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. MSH shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligation in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- 1.54 Termination for default. If MSH gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, MSH may terminate the contract for default and the Contractor will be liable for the additional costs to MSH to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

2.0 PURPOSE

MSH seeks to contract with one vendor to provide professional food service management services to all cited MSH departments and divisions. Services sought must meet all applicable regulations and standards. MSH 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 MSH 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 MSH campus located at 3550 Hwy 468 West, Whitfield MS, 39193.

3.0 BACKGROUND AND SCOPE OF SERVICES

See Exhibit - A for background and scope of services information for MSH.

4.0 FOOD SERVICE SCHEDULES

Food service schedules for MSH are also listed on Exhibit - A

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 HACCP – 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 MSH.
 - 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 MSH Policies and Procedures

6.1.5 MDMH Policies and Procedures

6.2 When planning and preparing menus successful vendor will adhere to the MSH Food and Nutrition Services Manual and Policies and Procedures of MSH. Copies are available from the RFP coordinator.

6.3 Nourishments and Medication/Treatment Products

6.3.1 Food and drink items will be requisitioned by MSH Building CUO for feeding to patients between meals. Procedures to be agreed upon by Offeror and MSH.

6.3.2 MSH 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 | • Vanilla Wafers |
| • Tea | • Cereals, dry and instant hot |
| • Fruit Juices in cartons | * Juices in cartons w/fiber |
| • Fruit juices thickened | • Water thickened |
| • Soups | • Whole grain crackers |
| • Cheese | • Lunch Meat, meat spreads |
| • Crackers | • Animal crackers |
| • Cookies | • Graham crackers |
| • Peanut Butter | • Popcorn – Low fat |
| • Fresh Fruit | • Granola Bars |
| • Bread | • Pretzels |
| • Baked Chips | • Yogurt |
| • Water | • Pudding |
| • Prunes | * Chips |
| • Gatorade | * Jello |

* Ice Cream & Sherbets in single serve containers

* Sugar Free Cookies, Jello, pudding, and ice cream

6.3.3 The successful vendor will adhere to the MSH Food and Nutrition Services Manual and Policies and Procedures of MSH, 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 successful vendor will maintain a set inventory level of nourishment items and will notify buildings when orders cannot be filled as requisitioned.
- 6.3.7 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.
- 6.3.8 Offeror shall provide special diet snacks which shall be prepared, labeled and delivered for diabetic, 6 meal and any other prescribed special diet that requires more than 3 meals.
- 6.4 Condiments
- 6.4.1 Condiments to complete each meal will be included in the price of a meal.
- 6.4.2 All condiments will be available to order with the Nourishment order to complete each meal. (No charge to the building)
- 6.4.3 Items to be available for condiments include but are not limited to:
- | | |
|-------------------------------------------|------------------|
| Sugar, artificial sweetener | Coffee Creamer |
| Mayonnaise, mustard, Ketchup | Salt |
| Pepper | MS Dash salt |
| Salad Dressings (Reg and Low Fat/Calorie) | |
| Jelly | Sugar Free Jelly |
| Syrup | Sugar Free Syrup |
| Margarine | |
- 6.5 Supplements
- 6.5.1 The offeror shall establish a formulary of commercial dietary supplements, with input from MSH 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 MSH through the group purchasing contract as authorized by MSH. Successful Offeror will provide distribution of supplements and will offer a fixed firm price for this service.
- 6.5.4 Tube feeding formula in the ready to hang form will be available.
- 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 Offeror shall provide special theme meals for all patients/residents each month. Schedules will be coordinated with the MSH Rehabilitation/Recreation Department.
- 6.6.4 Offeror shall provide birthday cake and ice cream for each patient/resident building once per month. This will be coordinated with the MSH Recreation Department.
- 6.6.5 The Offeror shall establish and publish a reasonable "cut-off" time for final changes before special events other than birthdays and theme meals.
- 6.6.6 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/or 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 MSH Food and Nutrition Services Manual 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 MSH 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 MSH.

6.9 Catering

- 6.9.1 Offeror will be notified by MSH at least two weeks prior to the event to be catered.
- 6.9.2 Offeror will charge MSH at cost 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 MSH 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 MSH 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 MSH.
- 6.10.2 Offeror shall provide consulting services for MSH 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 MSH Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.

6.11.2 Offeror shall share benchmarking data from other vendor clients with MSH.

6.11.3 Performance standards as approved by Offeror and MSH will be measured twice yearly through an unannounced Environment of Care inspection, conducted by a team assigned by MSH 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, MSH 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 MSH 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 MSH, 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 MSH 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 MSH staff.
- 6.12.3 If the designated MSH Officer and the Offeror do not agree, the matter will be referred to the MSH Director for a final decision.
- If the MSH Director finds the Offeror within compliance, penalty will not be assessed.
 - If the MSH 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 MSH will not pay for any food items that are 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 over 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 MSH Food and Nutrition Manual or Policies and Procedures, available from the RFP coordinator.
- 6.13.2 Offeror shall be responsible for safety and sanitation 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 MSH Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.
- 6.14.2 MSH 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 6.12.

- 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 MSH.
 - 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 MSH 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 MSH employees without the express verbal consent of the MSH 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 MSH within three (3) days after the end of each week.
- 6.15.4 Offeror shall submit a final invoice for the MSH 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 MSH 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 MSH 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.
- 6.16.3 Offeror shall submit the following monthly reports to MSH by the 15th of each month as applicable for MSH:
- Nourishment – beginning budget and budget used by building
 - Medication/Treatment Products – dollar amount used by building
 - Special Events – number of events per division, dollar amount charged for each event
 - Catering – number of events, number of people prepared for, number actually served, food cost, supply costs, labor cost per event
 - Commodity Activity – amounts received, used, in inventory, full value
- 6.17 Resources To Be Provided By MSH:
- 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 MSH and Offeror.
- 6.17.2 Pest control
- 6.17.3 Maintenance, repair, and negotiated replacement of existing equipment owned by MSH. MSH will cover the cost of normal wear and tear, and the cost of the first repair/replacement of equipment. If additional repair and/or replacement is deemed

necessary with a twelve-month period of initial repair/replacement, due to the offeror's negligence, the Offeror is responsible for the entire cost of the repair/replacement.

- 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 MSH
 - 6.17.8 Maintenance of grounds
 - 6.17.9 Maintenance and replacement of lighting
 - 6.17.10 Serving of patient meals to include tray and bulk when applicable
 - 6.17.11 Cleaning of pantry and dining areas within patient care buildings to include walls, draperies, blinds, windows, tables, chairs and floors
 - 6.17.12 Accounting for and returning, to the site of delivery, food pans in bulk service areas and metal utensils in those areas with tray service
 - 6.17.13 Inventory of small wares which will be turned over to contractor and upon dissolution of the contract the contractor shall be responsible for replacement.
- 6.18 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 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 MSH Director and any other oversight authority required, for the specified project
- 6.18.9 Repair, replacement and/or payment for damage to MSH property caused by Offeror negligence. The Offeror shall pay for parts and labor required to repair/replace MSH equipment damaged 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 Coffee makers in each patient building of adequate size to serve all patients at breakfast meal, if requested by the MSH Director.
- 6.18.15 Garbage and trash removal to include needed dumpsters and compactors for primary food preparation building
- 6.18.16 Long distance telephone service/fax, computer lines
- 6.18.17 Offeror shall provide meals off-site or at an alternate location in the event that primary food preparation building cannot be used for food preparation. MSH 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 MSH cannot provide an alternate facility or off-site location and MSH shall bear the cost of the setup and operation.
- 6.18.18 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 provide in-service training deemed necessary by MSH for MSH employees or Offeror employees. This training shall include initial training for MSH pantry staff as

needed and quarterly special topic training. Pantry staff training will be conducted by a licensed or registered dietician.

- 6.19.2 Offeror shall adhere to MSH Food and Nutrition Services Manual or Policies and Procedures, available from the RFP coordinator.
 - 6.19.3 Offeror management personnel will be given orientation to MSH by MSH staff within the first week of employment on the MSH 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 MSH 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 \$500,000.00 disease each employee. All required insurance will be endorsed to provide MSH 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 MSH 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 MSH 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 (7) 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 MSH, as owner, for the work to be done in an amount of twenty five percent (25%) of the awarded yearly 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 MSH 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 MSH 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 MSH 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 MSH 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 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 MSH shall provide modem quality line through the MSH telephone switch for external electronic communication and connectivity. Electronic communication between MSH and Offeror shall be achieved with MSH'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 MSH 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 **March 18, 2025** and also as part of the final proposal, if applicable. Please submit pricing on the form provided as **Exhibit - B**.

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 - B**. Offeror must submit additional sliding scale pricing as part of their proposal based on the scales as shown in **Exhibit - C**.

- 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 – B and detailed at paragraphs 6.3.2, 6.4.2, and 6.5.1.
- 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 in February based only on the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, showing February data for that same year, and will be effective July 1 of the affected year.
- 6.23.6 Offeror shall submit firm fixed pricing method to be used for catered events which must show all food, supplies and labor at cost.
- 6.23.7 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 MSH 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 MSH.
- 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 must provide detailed information on its in-service training and orientation program to include proposed training applicable to MSH pantry staff.
- 6.24.4 The Offeror shall provide a description of how the Student/Teacher Advisory Board, Resident's Council, and Patient Food Satisfaction Surveys will be utilized in the management of the food service program.
- 6.24.5 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 MSH Director.
- 6.24.6 The Offeror shall provide, as requested by MSH, customer satisfaction scores (Press-Ganey, etc.) from currently contracted facilities.

6.24.7 The successful Offeror shall interview MSH food service staff, employed at the time the contract is awarded, and consider them in primary selection for employment.

6.25 Proposal Format

6.25.1 All proposals submitted in response to this RFP shall be sealed and in writing.

6.25.2 Offerors must submit **five (5) copies** of their 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 (**March 18, 2025**) for proposal file number **03.18.2025.490**, 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 pages provided as **Exhibits – B & C**.

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 in order to qualify for an award of a contract related to this solicitation.

- Offeror shall state the age of their business and the average number of employees over the most recent 5 year period. Offeror shall also list their principals (which shall be understood to be anyone with major ownership rights and/or major management responsibilities within the company), parent organizations, and subsidiary organizations.
- 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. MSH desires that the same two individuals fill the Food Services Director and Clinical Nutrition Manager positions for the term of the contract, however, it is mandatory these two positions be assigned for a minimum of twelve (12) consecutive months.
- Offeror shall also include a brief resume of experience of key members of the Offeror's company to include information about worked performed with government/state institutions and or hospitals of 500 beds or more.
- Offeror shall include a copy of the most recent financial statement and/or audit report with proposal.
- Offeror shall indicate any exceptions to the specifications, terms, conditions, or other RFP requirements, however, Offeror should understand that such exception may cause their proposal not to be considered for award of contract.
- Offeror shall include any other information that is determined to be beneficial in the evaluation of the Offeror's response.

6.26 Evaluation Procedures

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 initials 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 MSH requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to MSH taking into consideration established evaluation factors, and to determine in greater detail Offeror's qualifications. MSH 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 MSH. The evaluation will be conducted, minimally, by a committee of MSH staff. MSH staff may be added to the evaluation committee as needed by the MSH Director. Committee members will utilize the rating forms (Exhibit – D & Exhibit – D2) 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%) (Critical)
- 6.28.2 Ability to perform the required services as reflected by technical training and education, general experience, specific experience. 15 points (15%) (Very Important)
- 6.28.3 The qualifications and abilities of personnel proposed to be assigned to perform the services. 5 points (5%) (Important)

- 6.28.4 The personnel, equipment, and facilities to perform the services currently available or, demonstrated to be made available at the time of contracting. 10 points (10%) (Very Important)
- 6.28.5 Record of past performance of similar work. 7.5 points (7.5%) (Very Important)
- 6.28.6 Price. 35 points (35%) (Critical)
- 6.28.7 Menus. 5 points (5%) (Very Important)
- 6.28.8 Use of Advisory Panels. 2.5 points (2.5%) (Important)
- 6.28.9 Understanding of and agreement to applicable regulations. 5 points (5%) (Very Important)
- 6.28.10 Employee Cafeteria Services. 2.5 points (2.5%) (Important)
- 6.28.11 Patient food delivery services/system. 2.5 points (2.5%) (Important)

6.29 Award Criteria

- 6.29.1 Award will be made, to single vendor, by points given based on weighted evaluation criteria. The Offeror receiving the highest number of total cumulative points, from MSH evaluators, shall be awarded the contract on an all or none basis with the understanding that MSH reserves the right to reject any vendor's proposal if it is determined that the proposal is not acceptable as determined by MSH when evaluated against the requirements of this solicitation.

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 - E. 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 - E, and MSH 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 and its amendments, the response proposal submitted by the successful Offeror and the best and final offer if applicable, and the MSH standard contract, a sample of which is shown in Exhibit - E. 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, MSH 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 Certifications/Assurances and Proposal Acknowledgement/Authorization

6.32.1 Offeror will complete and return, with proposal, **Exhibit – F** Certifications and Assurances form and **Exhibit – G** Proposal Acknowledgement and Authorization form.

6.33 Schedule

6.33.1 Ad appears in newspaper – 2/12/2025 and 2/19/2025

6.33.2 Deadline for on-site tours – 2/25/2025

6.33.3 Deadline for final questions – 3/4/2025

6.33.4 Initial proposals due/opening – 3/18/2025

6.33.5 Contract project start date – 11/1/2025

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



H.L. Lockhart
Purchasing Chief

EXHIBIT – A

BACKGROUND/SCOPE/SCHEDULE/CENSUS: MISSISSIPPI STATE HOSPITAL

Mississippi State Hospital (MSH), operating under the direction of the Mississippi Department of Mental Health, provides adult psychiatric, adolescent psychiatric, and nursing home services for up to 624 Mississippians. It is located on a 350-acre campus 15 miles southeast of Jackson, the state capital, at 3550 Hwy 468 West in Whitfield, Mississippi. The hospital complex is built using the cottage plan model and patients are housed in approximately 16 buildings on the MSH campus. The facility first opened, at its current location, in 1935. MSH is licensed by the Mississippi Department of Health as a psychiatric hospital and nursing home facility.

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

The average daily census at MSH: 2019 – 580; 2020 – 430; 2021 – 420; 2022 – 381; 2023 – 395; 2024 - 395.

The scope of work shall consist of providing breakfast, lunch, dinner, snacks, nourishments, medication-treatment products, supplements, and special events for MSH patients. Work shall also include providing breakfast, lunch and special events catering for MSH staff. The average number of patient meals served per meal is 453. The average number of staff breakfast meals served per day is 40 and the average number of staff lunch meals served per day is 90.

Food is prepared in the MSH Central kitchen/dining facility located in building 56 on the MSH main campus. Patient meals are served via walk in service for those patients able to come 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 each day. Nourishments are ordered by MSH staff and delivered to patient buildings along with medication/treatment products. Supplements are delivered to patient buildings weekly based on doctor's orders submitted on diet lists. The central kitchen/dining facility is 24,353 square feet.

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

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

TYPE DIET	AVERAGE # PER MEAL	AVERAGE # PER DAY
Times 2 (X2)	29	87
Extra	27	81
Extra Plus	25	75
TOTALS	81**	324**

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

FOOD SERVICE SCHEDULE

BUILDING	BED COUNT	REG./STANDARD	SERVICE TYPE	TIMES
28NH	20	JC/CMS/STATE	BULK	6:25/11:00/4:15
34NH	43	JC/CMS/STATE	BULK	6:35/11:25/4:25
31NH	45	JC/CMS/STATE	BULK	6:55/11:05/4:15
33NH	45	JC/CMS/STATE	BULK	6:45/11:15/4:35
78NH	45	JC/CMS/STATE	BULK	6:50/11:45/4:55
TOTAL JNH	198			

BUILDING	BED COUNT	REG./STANDARD	SERVICE TYPE	TIMES
60	11	JC/STATE	Oliver TRAY	7:45/12:05/5:15
TOTAL WMSH	11			

BUILDING	BED COUNT	REG./STANDARD	SERVICE TYPE	TIMES
23	22	JC/STATE	BULK	7:05/11:30/4:05
TOTAL OCC	22			

BUILDING	BED COUNT	REG./STANDARD	SERVICE TYPE	TIMES
81	25	JC/STATE	Oliver Tray/ Lunch served bulk Mon-Thur on B69	7:45/11:30/5:20
TOTAL CDU	25			

BUILDING	BED COUNT	REG./STANDARD	SERVICE TYPE	TIMES
43	25	JC/STATE	BULK	7:15/11:00/4:45
45	30	JC/STATE	BULK	6:40/11:20/4:35
46	25	JC/STATE	BULK	6:30/11:10/4:25
63	81	JC/STATE	BULK	7:15/11:00/4:45
87	15	JC/STATE	Mon-Friday Brk/lunch Served walkin at B56 Sat-Sun Oliver trays	7:30/12:00/5:25
90	25	JC/STATE	BULK	7:30/11:55/5:05
203W4	29	JC/STATE	BULK	7:05/12:00/5:20
201W1	29	JC/STATE	BULK	7:10/11:55/5:10
201W2	21	JC/STATE	BULK	7:20/11:45/5:06
203W3	21	JC/STATE	BULK	7:30/12:05/5:30
TOTAL MSH	301			

MSH CAMPUS GRAND TOTAL BED COUNT: (MSH IPS/JNH/WMSH) = 557

**EXHIBIT - B
PROPOSAL PRICING FORM**

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

Nourishments:_____ (Attach Price List)

Medication – Treatment Foods:_____ (Attach Price List)

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

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

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

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

Note: Cost Plus a percentage pricing is not acceptable.

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

Name of Company_____ Telephone_____

Address_____

City/State/Zip Code_____

Authorized Binding Signature_____

Title_____

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

EXHIBIT - C
MEAL PRICING SLIDING SCALES

Mississippi State Hospital (Average Meals Per Meal Is 453)

613 - 594	Offeror shall determine price reduction which shall not be less than X minus 1.5% of X
593 - 574	Offeror shall determine price reduction which shall not be less than X minus 1.0% of X
573 - 554	Offeror shall determine price reduction which shall not be less than X minus .5% of X
553 - 353	X (Base Price Per Meal)
352 - 333	X Plus .5% of X
332 - 313	X Plus 1.0% of X
312 - 293	X Plus 1.5% of X

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

EXHIBIT - D
EVALUATION FORM
RFP 03.18.2025.490 (MSH FOOD SERVICE MANAGEMENT SERVICES)

OFFEROR NAME: _____

Note: Evaluate each criteria and award points on a scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Proposed Plan (Technical)	10 Points		
Ability to perform required services (Management)	15 Points		
Available Resources (Management)	10 Points		
Personnel Qualifications & Experience (Management)	5 Points		
Past performance (Management)	7.5 Points		
Price (Cost)	35 Points		
Understanding of Regulations (Management)	5 Points		
Menus (Management)	5 Points		
Use of Advisory Panels (Cost)	2.5 Points		
Employee Cafeteria Services (Management)	2.5 Points		
Food Delivery System (Management)	2.5 Points		

Total Overall Score:	100 Max Points	Score:
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Evaluator's Signature: _____

Job Title: _____

Date: _____

EXHIBIT – D2
EVALUATION FORM SCORING GUIDE
RFP 03.18.2025.490 (MSH FOOD SERVICE MANAGEMENT SERVICES)

OFFEROR NAME: _____

Note: Evaluate each criteria and award points on a scale of 0 to 35.

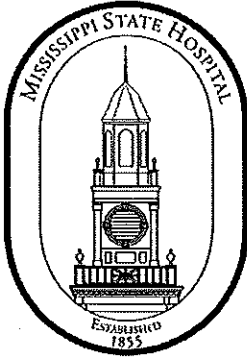
Criteria	Maximum Score	Minimum Standard	Explanation of Points Assigned
Proposed Plan (Technical)	10	Offeror submits a written detailed plan addressing all requirements of the RFP	Excellent : 8 to 10 Points Good: 5 to 7 Points Fair: 0 to 4 Points
Ability to perform required services (Management)	15	Offeror demonstrates experience in meal preparation producing nutritious, good tasting food and day to day business operation	Each good standing performance verification will receive 3 points Information obtained during reference check
Available Resources (Management)	10	Offeror submits a written listing of all available resources to be made available by the contract start date	Excellent: 8 to 10 Points Good: 5 to 7 Points Fair: 0 to 4 Points
Personnel Qualifications & Experience (Management)	5	Offeror submits resumes of all key personnel to be assigned on-site and in support in performance of the contract	5 Points for resumes for key personnel 0 Points for no resumes
Past performance (Management)	7.5	Offeror must provide at least five (5) customer references recent within ten (10) years	Each good standing reference will receive 1.5 points MSH will contact references
Employee Cafeteria Services (Management)	2.5	Offeror submits a detailed written plan outlining provision of employee cafeteria services	2.5 Points for a written employee cafeteria plan 0 Points for no written employee cafeteria plan
Understanding of Regulations (Management)	5	Offeror demonstrates knowledge of applicable regulations	5 Points for demonstration of regulatory knowledge 0 Points for failure to demonstrate regulatory knowledge

Menus (Management)	5	Sample menus(to include 21 day cycle) provided in offer	5 Points for sample menus 0 Points for no menus
Food Delivery System (Management)	2.5	Offeror submits a written plan for meal delivery to patient buildings and events to include equipment and vehicle inventory	2.5 Points for a written meal delivery plan 0 Points for no written meal delivery plan
Price (Cost)	35	See paragraph 6.26.4 of the RFP	35 Points to the lowest price offeror A percentage assigned to all other offerors
Use of Advisory Panels (Cost)	2.5	Offeror submits a written plan for the use of advisory panels	2.5 Points for a written advisory panel plan 0 Points for no advisory panel plan

Total Overall Score:	100 Max Points	Score:
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EXHIBIT – E

MSH STANDARD PERSONAL SERVICES AGREEMENT



AGREEMENT BETWEEN MISSISSIPPI STATE HOSPITAL of

Whitfield Mississippi (MSH) and _____.

This agreement is entered into by Mississippi State Hospital, hereafter called "Hospital" or "Agency" whose address is Post Office Box 157-A, 3550 Highway 468 West, Whitfield, Mississippi and _____, hereinafter called "Independent Contractor" or "Contractor" for the provision of services as set out herein. The term "Hospital" includes Whitfield Medical Surgical Hospital, Jaquith Nursing Home, Oak Circle Center, and other programs and divisions of Mississippi State Hospital

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 _____ and will end on or about _____. The contract may be renewed for one additional year based on the needs of the hospital, availability of funds, approval of the Mississippi Board of

Mental Health, and approval of the Mississippi Public Procurement Review Board.

4. COMPENSATION

Hospital agrees to compensate Independent Contractor at a rate for services described in Attachment

-A. The total contract amount will not exceed \$_____.

5. 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.

6. APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

7. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Hospital to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Hospital shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Hospital of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

8. 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.

9. REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Hospital a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Hospital has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

10. PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any bidder or offeror responding to a solicitation for personal and professional services and any contractor doing business with a state agency is deemed to be on notice of all requirements therein.

11. REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall 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 pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Hospital and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

12. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

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, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

13. COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

14. HIPAA

Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

15. PROPERTY RIGHTS

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Hospital may terminate this contract at any time for its own convenience.

16. TERMINATION

Termination for Convenience. The Hospital may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Hospital shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Hospital gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Hospital may terminate the contract for default and the Contractor will be liable for the additional cost to the Hospital to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

17. 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.

18. 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 "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, et seq.

19. E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Hospital subject to approval by any agencies of the United States Government. 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 clause may subject Contractor to the following:

(1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement

Review Board Office of Personal Service Contract Review Rules and Regulations;

(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or

(3) both.

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

20. 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.

21. STOP WORK ORDER

The Hospital may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Hospital. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Hospital. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Hospital has terminated that part of the agreement or terminated the agreement in its entirety. The Hospital is not liable for payment for services which were not rendered due to the stop work order.

22. PAYMODE

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

23. APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract

Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

24. AUTHORITY TO CONTRACT

Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) 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, (4) 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.

25. 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.

26. INFORMATION DESIGNATED BY CONTRACTOR AS CONFIDENTIAL

Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25- 61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

27. CONFIDENTIALITY

Hospital is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act of 1983. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to [Agency] by Contractor, Hospital shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The Hospital shall not be liable to the Contractor for disclosure of information required by court order or required by law.

28. 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 Contractor. If the Hospital reasonably rejects staff or subcontractors, Contractor shall 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 Contractor's employees and subcontractors is the sole responsibility of Contractor.

29. EXCLUSION OR DEBARMENT

By submitting a response in response to the procurement request, the Contractor certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Contractor further certifies that it is not an agent of any such person or entity. Contractor certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein. Contractor certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Contractor's failure to perform, default, or any other action or inaction by the Contractor.

30. DISCLOSURE OF CONFIDENTIAL INFORMATION REQUIRED BY LAW

In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond 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.

31. 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.

32. FAILURE TO DELIVER

In the event of failure of 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 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.

33. FAILURE TO ENFORCE DOES NOT CONSTITUTE WAIVER

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.

34. FORCE MAJEURE

Each party shall be temporarily 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 Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Hospital may exercise any rights it has under the contract which are available when neither party is in default.

35. INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Hospital its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the Hospital’s sole discretion, upon approval of the Office of the Mississippi Attorney General and the Hospital, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the Hospital. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Hospital shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the Hospital, which shall not be unreasonably withheld.

36. INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Hospital. Nothing contained herein shall be deemed or

construed by the Hospital, 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 Hospital and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Hospital or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Hospital and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Hospital. Neither 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 Contractor, its servants, agents, or employees.

The Hospital shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Hospital shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Hospital for its employees.

37. MODIFICATION OR RENEGOTIATION REQUIRED BY CHANGE IN LAW

The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

38. NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

39. 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 shall be made in writing by the Hospital, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.

40. RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by 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 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 Contractor.

41. STATE PROPERTY

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

42. THIRD PARTY ACTION NOTIFICATION

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

43. 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.

44. NOTICES

All notices required or permitted to be given under this agreement shall 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 157-A, Whitfield, Mississippi
3550 Highway 468 West, Whitfield, Mississippi

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.

James G. Chastain
Director
Mississippi State Hospital

Date

Independent Contractor

Date

EXHIBIT - F

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the proposal 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):

1. Representation Regarding Contingent Fees. By responding to the solicitation the offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the offeror cannot make such a representation , a full and complete explanation shall be submitted in writing with the offeror's response.

2. Representation Regarding Gratuities. The offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MSH a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MSH has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government Laws, codified at Mississippi Code Annotated 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

3. Certification of Independent Price Determination. By submitting a proposal the offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

4. Certification of Non-Debarment. By submitting a proposal, the offeror certifies that it is not currently debarred from submitting proposals 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 proposals 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 BID

EXHIBIT - G

PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM
FOR PROPOSED AGREEMENT ON MSH 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 Mississippi State Hospital (MSH). He/she further acknowledges that the offeror's proposed services fully meet or exceed those as specified in Mississippi State Hospital Request for Proposal (RFP) for food service management services dated **February 6, 2025**. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of MSH, become a legally binding and essential portion of the final contract between the offeror and MSH.

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 Officer of MSH.

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 amendments as acknowledged in writing to offeror and signed by a duly authorized agent of MSH.

Company Name: _____

Name of Authorized Agent (Printed): _____

Signature of Authorized Agent: _____

Date: _____

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