
ELLISVILLE STATE SCHOOL

At South Mississippi Regional Center

Request for Proposal
RFP: 3120002740
TO PROVIDE: Food Service Management
ISSUE DATE: September 12, 2023

CLOSING LOCATION
Ellisville State School – Administration 1 Building Conference Room
1101 Highway 11 South
Ellisville, MS 39437

IFB COORDINATOR
Channon Cuevas, Contract Analyst
Telephone: (601) 477-5615
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TECHNICAL CONTACT
Name: Jennifer Chennault
Telephone: (601) 477-5822
Email: Jennifer.Chennault@ess.ms.gov

CLOSING DATE AND TIME
**Proposals must be received by
October 31, 2023, 9:00 am CST**

**Proposal Opening
October 31, 2023, 10:00 CST**

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1. General Information

- 1.1 In accordance with the rules and regulations of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review (OPSCR), Ellisville State School (ESS) hereinafter referred to as the “Agency” will receive written sealed proposals for the Management of Food Services as described in the following specifications on behalf of the Ellisville State School cited later in the Request for Proposal. The proposals will be to provide food management services for the Persons’ served of the Ellisville State School at South Mississippi Regional Center (SMRC), campus located at 1170 West Railroad Street, Long beach, MS 39560.
- 1.2 Written and sealed proposals must be received not later than October 31, 2023, 9:00 am CST. Any proposals received after the time and date set for receipt of proposals will be considered 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 will be considered late. No late proposals, late modifications, or late withdrawal will be considered unless receipt would have been timely but for the action of State Personnel directly serving Ellisville State School.
- 1.3 The Request for Proposal (RFP) coordinator is as listed below. Any questions concerning the RFP document or the RFP process should be submitted to the RFP Coordinator in writing.

Channon Cuevas, Contract Analyst
1101 Highway 11 South
Ellisville, MS 39437
Telephone: (601) 477-5615
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Channon.cuevas@ess.ms.gov

- 1.4 Offerors shall contact the Technical Contacts to set up an appointment for on-site visits. Each 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-proposal conference and that any questions will have to be submitted in writing by the assigned deadline.
- 1.5 Tie Proposals. Low tie proposals shall be awarded as specified in paragraph 3-202.14 of the Mississippi Office of Personal Service Contract Review Procurement Regulations.
- 1.6 Mistakes in Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 3-202.12 of the Mississippi Office of Personal Service Contract Review Procurement Regulations.
- 1.7 Proposal Modification and Withdrawal. Proposals may be modified or withdrawn by written notice to the RFP Coordinator, prior to the time and date set for proposal opening.
- 1.8 The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

1.9 The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West St, Suite 701 E., Jackson, MS 39201 for inspection or downloadable at <http://www.dfa.ms.gov>.

2. Purpose/Background

2.1 Purpose

Ellisville State School seeks to contract with one Contractor to provide Professional Food Service Management for its Satellite location at South Mississippi Regional Center (SMRC) located at 1170 West Railroad Street, Long Beach, MS 39560. Services sought must meet all applicable regulations and standards. The Agency 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 the Agency's 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.

2.2 Background

Ellisville State School is a state operated regional program providing comprehensive services to persons with intellectual and developmental disabilities. The program is under the jurisdiction of the Mississippi Board of Mental Health. Administratively, it is in the Bureau of Intellectual and Developmental Disabilities division of the Mississippi Department of Mental Health. Ellisville State School offers services to people in a residential setting and provides an array of programs and services in the community through the Community Services System. Ellisville State School serves people on the main campus' and additional persons in the community.

3. RFP Timeline

Request for Proposal Issue Date	September 12, 2023
First Newspaper Listing	September 12 2023
Second Newspaper Listing	September 19, 2023
Deadline to submit questions for clarification	October 3, 2023, 10:00 am CST
Anticipated answers to questions and clarification	October 10, 2023
Proposal Submission Deadline	October 31, 2023, 9:00 am CST
Proposal Opening	October 31, 2023, 10:00 am CST
Evaluations Begin	November 7, 2023
Anticipated Notice of Intent to Award	January 24, 2024
Anticipated Deadline of Protest of Award	January 31, 2024
Anticipated Contract Start	June 1, 2024

Note: Adjustments to the schedule may be made via addendum to the RFP as deemed necessary by Ellisville State School.

3.1 Questions and Answers

Offerors should download the "Question and Answer" template from DFA website at <http://www.dfa.ms.gov/dfa-offices/procurement-contracts/>. Questions must be

submitted on the referenced template and should be submitted via email to channon.cuevas@ess.ms.gov with a subject line: "Questions – Food Services Management (RFP 3120002740)". Questions must be received no later than **10:00 am CST**, October 3, 2023 to ensure a response by ESS. Responses to questions will be posted to the ESS website, <http://www.ess.ms.gov>, and Mississippi Contract/Procurement Opportunity Search Portal website. Questions received after October 3, 2023 may be considered for response, although there is no guarantee as to if or when a response will be provided.

It is the Offeror's sole responsibility to regularly monitor the website for amendments and/or announcements concerning this RFP.

4. Term

- 4.1 The period of performance shall be for two (2) years, beginning June 1, 2024 and ending May 31, 2026. Upon written agreement of both parties at least sixty (60) days prior to each contract anniversary date, the contract may be renewed by the Agency for a period of three (3) successive one (1) year periods under the same prices, terms and conditions as in the original contract subject to approval by the PPRB. The total number of renewal years permitted shall not exceed three (3).

5. Definitions

- 5.1 RFP – Request for Proposal
- 5.2 Contractor/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 – Mississippi Department of Health
- 5.4 MDMH – Mississippi Department of Mental Health
- 5.5 USDA - United States Department of Agriculture
- 5.6 CMS – Centers for Medicare and Medicaid Services
- 5.7 QM – Quality Management
- 5.8 PI – Performance Improvement
- 5.9 HACCP – Hazard Analysis and Critical Control Point
- 5.10 RD – Registered Dietician, registered by the Commission on Dietetic Registration, and Licensed by the State of Mississippi
- 5.11 CDM – Certified Dietary Manager, Certified by the Commission on Dietetic Registration
- 5.12 Supplement – Medical Nutrition Food such as Benecal, Prostat, Nutrisource Fiber and etc.

6. Terms and Conditions

- 6.1 It is our intent to procure food service management services for the types and quantities listed in this RFP, however, quantities may be increased or decreased according to the needs of the Agency. Contract award shall be a requirements contract as defined by paragraph 3-501.05.03 of the OPSCR Rules and Regulations and therefore quantities of service requirements shall be considered indefinite, no specific quantity of services are guaranteed.
- 6.2 Failure to examine any drawings, specifications, and instructions will be at Offeror's risk. It shall be incumbent upon the Offeror to understand the specifications. Any requests for clarification, and all final questions shall be in writing and submitted to the RFP Coordinator not later than, October 3, 2023.

- 6.3 If any questions or responses require revision to the solicitation as originally published, such revisions shall be by formal written amendment only. If the solicitation includes a contact person for technical information, Offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator.
- 6.4 No proposal amendment shall be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within five (5) working days of proposal opening, the proposal opening date shall be reset giving Offerors sufficient time to answer the amendment.
- 6.5 It is the intent of the specifications to obtain a service that will adequately meet the needs of the Agency while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective Offeror to notify the RFP Coordinator if the specifications, terms or conditions are formulated in a manner that would unnecessarily restrict competition. Any protest or question concerning the RFP for proposal procedures must be received in the RFP Coordinator's office not less than ten (10) work days set for the proposal opening.
- 6.6 The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any prospective Offeror. Offerors should submit detailed descriptions, literature and supporting data for the services they propose to furnish.
- 6.7 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 accepted.
- 6.8 Prices proposed shall be fixed and firm pricing. Offeror will 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%.
- 6.9 No proposal shall be altered or amended after the final specified time for opening proposals. Request for Proposals and modifications or corrections thereof received after the final closing time and date shall not be considered.
- 6.10 If contract has to be cancelled because of the awarded Contractor's failure to perform or request for and unspecified price increase, that Contractor shall be removed from our Offeror's list for a period of no less than twenty-four (24) months or the maximum time allowed by Mississippi Service Contract Review Board regulations, whichever is greater.
- 6.11 The Contractor understands that the Agency is an Equal Opportunity Employer and therefore maintain a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.

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

- 6.12 It is expressly understood and agreed that the obligation of the Agency to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available, the Agency shall have the right upon ten (10) days written notice to the contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 6.13 The Agency reserves the right to reject any and all proposals in whole or in part and unless otherwise specified by the Offerors, to award services, parts of services or by any group of services on the proposal. The Agency also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of the Agency. Also, the right is reserved to waiver minor informalities. If the Offeror fails to state the time within which proposal must be accepted, it is understood and agreed that the Mississippi Department of Mental Health shall have sixty (60) days to accept.
- 6.14 It is the intent of the Agency to procure only services that meet the minimum standards stated herein. Alternates, if specified, will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation; including specifications, and process details along with proposal for evaluation and approval.
- 6.15 All products and services must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed shall be of current production and of the latest design and construction.
- 6.16 Proposal openings will not be open to the public. They will serve only to open proposals. No discussion will be entered into with any Offeror as to the quality or provisions of the specifications, and no award shall be made either stated or implied at the proposal opening. Openings will be conducted so as to avoid disclosure of contents to competing Offerors during the process of negotiation.
- 6.17 The Agency 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 the Agency may choose to accept proposals without discussions. Discussions, if held, will be to promote understanding of the Agency's requirements and the Offeror's proposal, facilitate arriving at a contract that will be most advantageous to the Agency 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.
- 6.18 The Agency 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 the

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 the Agency 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 the Agency and subject to any copyright protections.

- 6.19 The successful Contractor will ensure that any written material provided by the Contractor 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 the Agency Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the agreement requirement shall be borne by the successful Contractor. The Agency may waive these requirements if it is determined to be in the best interest of the Agency.
- 6.20 The successful Contractor will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all Contractor owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost to the Agency.
- 6.21 The Agency accepts no responsibility for any expenses incurred by the Offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the Offeror.
- 6.22 The Offeror shall mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
- 6.23 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.
- 6.24 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 the Agency upon which the Offeror will rely. If the Offeror received an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
- 6.25 Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal or prior to submitting the proposal, by identifying the amendment number and dated in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by the Agency by the time, date and at the place specified for receipt of proposals.
- 6.26 Offerors taking exceptions to any part or section of the solicitation shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.

- 6.27 If applicable, Offeror represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Offeror agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Offeror agrees to provide a copy of each verification. Offeror further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject the Offeror to the following: (a) termination of this contract for services and ineligibility for any State or Public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Offeror by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or, both. (c) In the event of such termination/cancellation, Offeror would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
- 6.28 This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983”, and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential Contractor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 6.29 Payments by state agencies using Mississippi’s Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation at any time during the term of this agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. Please see Attachment A for applicable rules and the signature page which must be signed and returned with your proposal.
- 6.30 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.
- 6.31 In accordance with MPSCRB regulation 7-114 Offerors may request, in writing, a post-award debriefing. The request for the debriefing must be received by the Agency within three (3) business days of notification of contract award. Offerors, minimally, shall receive information as specified in MSCRB regulation 7-114.03, during scheduled debriefings.

6.32 Offerors must register as a Contractor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of an initial proposal. Offerors may go online 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. The Agency requires that Offerors submit a proposal online through MAGIC and also submit a paper copy directly to the Agency.

6.33 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.

7. Scope of Work/Specifications/Additional Information

See Attachment B for scope of services and Specification information for the Agency. Attachment B shall be made part of any eventual contract.

8. Insurance

Contractor will maintain in effect at all times the following insurance coverage, coverage is to include Ellisville State School as additional insured. A copy of the certificate must be provided to the Contracts Officer before the commencement of service. If insurance coverage expires during the contract period, Contractor must promptly supply an updated copy the Contracts Officer for their file.

- A. General Liability - \$2,000,000 each occurrence, \$4,000,000 General Aggregate
\$4,000,000 – Products
\$2,000,000 – Personal and adv. injury liability
- B. Motor Vehicle coverage with a Combined Single Limit \$3,000,000.00
- C. Umbrella liability - \$10,000,000 aggregate
- D. Workers' Compensation statutory limit – Including employer's liability - \$1,000,000 each accident - \$1,000,000 disease – policy limit - \$1,000,000 disease each employee.
- E. Excess Auto Policy - \$2,000,000 – Each Occurrence
- F. The Contractor shall provide a Performance Bond payable to and in favor of the Agency and for the protection of Ellisville State School, as owner, for the work to be done in the amount of twenty-five percent (25%) of the awarded contract amount, per contract period. Which shall be combined 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. The Contractor shall provide bond within ten (10) business days after receiving notice from the Agency of the Intent to Award Contract.

In no event shall the requirement for an insurance, bond, or other surety be waived.

- All insurances policies will list the Ellisville State School as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency within ten (10) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the

certificates of insurance within ten (10) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.

- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency sixty (60) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

9. How and When to Submit Pricing

- 9.1 The Contractor shall submit pricing as part of the initial proposal due on October 31, 2023, and also as part of the final proposal, if applicable. Pricing shall be submitted on the attached proposal form as Attachment C.
- 9.2 The Contractor shall submit pricing for persons' served meals on a sliding scale. The Contractor shall list the base persons served meal price on the form provided as Attachment C. Offeror must submit additional sliding scale pricing as part of their proposal based on the scales as shown in Attachment D.
- 9.3 Persons served meal price shall include 3 meals per day, 3 snacks per day and any other requirements of individualized therapeutic diets (i.e. 6 feedings per day, double portions, pureed food, thickening agents, alternate food/snack choices and beverage choices).
- 9.4 The Contractor shall submit firm fixed pricing (in list form if needed) for nourishments and snacks, referenced on Attachment B.
- 9.5 The Contractor 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.
- 9.6 The Contractor shall submit firm fixed pricing method to be used for catered events which must show all food, supplies and labor at cost.

10. Offeror Requirements

- 10.1 Contractor must submit a sample 4 week menu with nutritional analysis and menus shall change seasonally for Fall/Winter and Spring/Summer cycles and allow for special holiday meals and for

recognized holidays and information on menu substitution policy and procedures that will prevent excessive substitutions.

- 10.2 Contractor must provide a description of its purchasing system.
- 10.3 Contractor must provide detailed information on its in-service training and orientation program.
- 10.4 Contractor shall provide a description of how Food Satisfaction Surveys will be utilized in the management of the food service program.
- 10.5 Contractor shall not subcontract food service operations or utilize on-site contract labor or subcontract nutritional services without the express written consent of the Agency Director.
- 10.6 Contractor shall provide established HAACP guidelines utilized in other facilities under contract management.
- 10.7 Contractor shall provide, as requested by the Agency, customer satisfaction scores (Press-Ganey, etc.) from currently contracted facilities.
- 10.8 Contractor shall interview Agency food service staff, employed at the time the contract is awarded, and consider them in primary selection for employment.

11. Proposal Format

- 11.1 All proposals submitted in response to the RFP shall be in writing. **Offerors shall ensure that their company name, names of incumbent company staff, logo or other identifying markings are only included on the cover page of four copies of their proposal and not other pages to help facilitate blind evaluation of proposals as required by the Mississippi Public Procurement Review Board Office of Personal Service Contract Review.**
- 11.2 Offerors must submit five (5) copies of their proposal, four (4) of which must comply with paragraph 11.1 in reference to redaction of identifying information, in a sealed envelope or other sealable mailing container with Contractor's name and address on outside of the sealed envelope. Offeror must also write the time of the opening 10:00 am CST, date of the proposal opening October 31, 2023 for RFX Number 3120002740 proposal title (Food Service Management Services) on the outside lower left corner of the mailing envelope.
- 11.3 Offerors 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, Offeror should keep their proposals as brief as possible.
- 11.4 Offerors shall submit proposed pricing on the proposal form provided, labeled Attachment C.
- 11.5 Offerors shall utilize the following response format for submitted proposals:
- 11.6 Offerors shall submit a written proposal as follows:
 - Offeror must provide a Proposal Cover Page, provided on Attachment M.

- A cover letter of introduction signed by the person or person(s) authorized to sign on behalf of, and bind the Offerors 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).
- Offerors 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 as described in this RFP.
- Offeror shall state the age of their business and the average number of employees over the most recent five (5) year period.
- Offeror shall provide a brief resume, citing abilities, qualifications and experience, of management personnel who would be assigned to provide the required services. Offerors should describe planned duties and responsibilities of each person. The Agency desires that the same individual fill the Food Services Director position for the term of the contract, however, it is mandatory this position be assigned for a minimum of twelve (12) consecutive months.
- Offerors shall also include a brief resume of experience of key members of the Offeror's company to include information about work performed with government/state institutions and/or hospitals of 200 beds or more. Offerors shall include a copy of the most recent financial statement and/or audit report with proposal.
- Offerors shall indicate any exceptions to the specifications, terms, conditions, or other RFP requirements, however, Offerors 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.

12. Evaluation Procedures

- 12.1 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 13. below).
- 12.2 After initial proposals are categorized, those Offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of the Agency requirements and Offeror's proposal, facilitate arriving at a contract that will be most advantageous to the Agency taking into consideration established evaluation factors, and to determine in greater detail Offeror's qualifications. The Agency 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. While conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

12.3 Final proposals shall be evaluated against weighted criteria to determine if the proposals meet the needs of the Agency. The evaluation will be conducted, minimally, by a committee of Agency staff. The Agency staff may be added to the evaluation committee as needed by the Agency Director, Committee members will utilize the rating forms Attachment E and Attachment F 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. The Offeror receiving the highest cumulative numerical score will receive the contract award.

12.4 Evaluators will rate pricing by taking the lowest base persons' 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 Offerors 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.

13. Minimum Mandatory Criteria

13.1 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 name and telephone numbers
- Proposal is complete and addresses all required services

14. 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.

Management Factors: 47.5 points (47.5%) as follows;

- a. The plan for performing required services. (20 points) (20%) (Critical)
- b. Ability to perform the required services as reflected by technical training and education, general experience, specific experience. (10 points) (10%) (Very Important)
- c. The qualifications and abilities of personnel proposed to be assigned to perform the services. (10 points) (10%) (Important)
- d. Record of past performance of similar work. (7.5 points) (7.5%) (Very Important)

Price: 35 Points (35%) as follows;

Technical Factors: 17.5 points (17.5%)

15. Award Criteria

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

16. Contract Agreement

- 16.1 The successful Contractor shall enter into a contract agreement which is substantially the same as the sample contract and its general terms and conditions attached as Attachment L. In no event is an Offeror to submit its own terms and conditions in response to this solicitation. The Contractor may submit exceptions to terms and conditions listed in Attachment I and the Agency 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.
- 16.2 The total contract shall consist of the formal contract, Attachment C "Proposal Pricing Form", Attachment D" Meal Pricing Sliding Scale", Attachment B "Scope of Work/Specifications", a sample of which is shown in Attachment L.

17. Negotiation Delay

- 17.1 If a written contract agreement cannot be negotiated within thirty (30) days of notification of the successful Contractor, the Agency 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.

18. Protest Deadline

- 18.1 Any protest by a responsive Offeror must be timely and in conformance with Mississippi Office of Personal Service Contract Review regulations. The protest period for responsive Offerors shall begin on the day following the issuance of the Notice of Intent to Award Contract and will end seven days after issuance of the Intent to Award Notice and the deadline is projected to be on or about January 31, 2024, 10:00 am, CST. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest including appropriate supporting documents, and it must specify the ruling requested from the Agency. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted.

19. Certifications/Assurances and Proposals/Acknowledgement/Authorization

Offeror will complete and return, with proposal, Attachment H Certifications and Assurances form and Attachment G Proposal Acknowledgement and Authorization form.

20. Required Contract Terms and Conditions

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

21. Optional Contract Terms and Conditions

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

22. Mississippi Contract/Procurement Opportunity Search Portal

This Request for Proposals, and the questions and answers concerning this Request for Proposals, are posted on the Contract/Procurement Opportunity Search Portal.

23. Attachments

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

Attachment A
RFP for Food Service Management
RFX No. 3120002740

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION
ADMINISTRATIVE RULE FOR MANDATORY ELECTRONIC PAYMENT OF
CONTRACTORS AND ELECTRONIC INVOICING BY CONTRACTORS

Contractor Name: _____

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

Contractor understands that Ellisville State School at South MS Regional Center is an Agency of the State of Mississippi, and as such, its payments are processed by the Mississippi Department of Finance and Administration (“DFA”).

Contractor agrees to one of the following:

- a) Within 60 days, enroll in the State of Mississippi E-Payment vehicle, currently Paymode™, for the receipt of payment from the State of Mississippi.
- b) Obtain an exemption from DFA before providing any goods or services which may be billable to Ellisville State School at South MS Regional Center.

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

Signature

Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION ADMINISTRATIVE RULE
MANDATORY ELECTRONIC PAYMENT OF CONTRACTORS AND ELECTRONIC INVOICING
BY CONTRACTORS**

I. General Purpose

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

II. Definitions

- A. CH: Automated Clearing House. Affiliated with the U. S. Treasury and the Federal Reserve System and used as the conduit for electronic payments and collections.
- B. EFT: Electronic Funds Transfer. Electronic Funds Transfer (EFT) provides for electronic payments and collections. EFT is safe, secure, efficient, and less expensive than paper check payments and collections. Issuance costs for EFT payments are approximately 80% less than the cost to issue the same payment on a paper warrant. EFT transactions use the ACH network associated with the Federal Reserve System.
 - 1. The State of Mississippi uses “standard EFT” for transferring funds to employee bank accounts for direct deposit of payroll payments and for some transfers to checking accounts of State agencies.
 - 2. The State uses expanded EFT in the transfer of funds and remittance information using PayMode™. The State has established PayMode™ as the default payment method for those payments and transfers requiring supporting remittance information.

- C. E-payment vehicle: Tool that captures the payment and remittance information and pushes it electronically to the designated Contractor from the source system (Statewide Automated Accounting System or successor system). The ACH is used to move the funds while a proprietary system is used to provide access to supporting remittance data and notification of the availability of funds to the State's Contractors.
- D. E-invoicing vehicle: Tool that allows Contractors to submit invoices electronically to individual agencies.
- E. MAGIC: Mississippi's Accountability System for Government Information and Collaboration, the successor system for SAAS and SPAHRS.
- F. PayMode™: A Bottomline Technologies product offered through Bank of America, PayMode™ is the State's present epayment and invoicing vehicle.
- G. Primary Agency: State agency with which a Contractor transacts most of his business.
- H. SAAS: Statewide Automated Accounting System.
- I. SPAHRS: Statewide Payroll and Human Resource System.
- J. Contractor Payments: Payments initiated and approved by State Agencies for various goods and services or as used to transfer funds to other governing authorities such as school districts, cities, and counties.

III. Contract Language Requirements

All contracts, other than those for contract workers paid through SPAHRS, entered into or amended on or after July 1, 2009, must contain the following combined language for e-Payment and e-Invoicing:

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Contractor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS), or any specific successor system (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

IV. Requirements for Transitioning to E-payment Vehicle

- A. All Contractors set up as of April 1, 2006, for payment through standard EFT, unless otherwise approved as an exemption, must be enrolled in PayMode™.
- B. All Contractors established as new Contractors in the Statewide Automated Accounting System (SAAS) on or after April 1, 2006 must be established for e- payment and remittance via PayMode™.
- C. All remaining SAAS Contractors, unless specifically exempted, must convert to PayMode™ on the schedule determined by the DFA.

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

1. Contractor must have a valid email address in order to enroll with PayMode™. This email address can be obtained through one of the free email services such as Yahoo, Gmail, or Hotmail.
2. Contractor must have access to a computer. As computers are generally accessible in all businesses, as well as in Public Libraries or other public forums, no exemption will be granted for having only limited or no access to a computer.
3. Contractor may request assistance in enrolling with the State's e-payment service provider by contacting PayMode Customer Support at 1-866-252- 7366.

V. Requirements for Transitioning to E-invoicing

- A. All Contractors who contract with a state agency must agree to invoice the State electronically through PayMode.
- B. To register for PayMode E-invoicing, Contractors must first register with PayMode for E-payment.
- C. Contractors must then complete additional information on the PayMode website to enroll in E-invoicing.
- D. Contractors may request assistance in enrolling in PayMode E-invoicing by contacting PayMode Customer Support at 1-866-252-7366.

VI. Exemptions

- A. The following are exemptions from this rule:
 1. Payments to State employees as defined in §25-9-107;
 2. Payments to Contract Workers – note that Independent Contractors are not exempt from this rule (Additional information about Independent Contractor vs Employee may be found in IRS Publication 15A);
 3. Payments to Contractors specifically approved for “one of” payments using the specific Contractor number designated for that purpose by the Office of Fiscal Management;
 4. Right-of-Way acquisition payments made by the Mississippi Department of Transportation;
 5. Debt service payments made by the Office of the State Treasurer;
 6. Tax payments to the Internal Revenue Service (standard EFT);
 7. Tax payments to the Mississippi Department of Revenue (standard EFT);
 8. Transfers to the Public Employees Retirement System of Mississippi (standard EFT)
 9. Transfers to the Mississippi Deferred Compensation and Trust/SBA (standard EFT);

10. Payments to Contractors who are approved for exemption by DFA (see VI.B).

- B. To apply for an exemption not listed in VI.A.(1 – 9), the Contractor can obtain a **Mandatory E-Payment and E-Invoicing Exemption Request 17.20.10** from the Contractor's Primary Agency.
- C. **Mandatory E-Payment and E-Invoicing Exemption Request 17.20.10** must detail the following:
 - 1. Reason(s) exemption is being requested. This must be a narrative explanation of the reason for the request;
 - 2. Documentation of supporting cost and legal issues associated with the request for the exemption.
- D. DFA will issue a written determination within 10 business days of the receipt of the exemption request. The written determination of DFA will be considered the final determination.

Attachment B

Scope of Work/Specifications/Additional Information

Food Services Management

Scope of Work

The scope of work shall consist of providing breakfast lunch, dinner, snacks, nourishments and beverages, family style dining food and beverages, and special events for persons served by the Agency. The average number of meals served at each meal is forty-two (42).

Food is prepared in the Agency's central kitchen/dining facility located on the campus in Long Beach, MS. Person served meals are served via walk in service in unit dorm dining rooms for those able to come to the dining room., using bulk container delivery to some buildings, and also using properly insulated compartment meal trays for special diets. Persons served receive snacks mid-morning, midafternoon and at the HS snack time. Nourishments are ordered as needed from the Contractor by the Agency staff and delivered to persons served buildings. Tube feeding formula and tube feeding supplies are delivered to persons served buildings weekly based on doctor's orders.

The Agency will also require that the Contractor provide special meals or snacks required by doctor's orders for those persons served who require special meals or snacks due to allergies, weight problems or require more calories than regular diets provide. Additional food and beverages must be provided to the unit kitchens at each meal to cover instances of food theft, mistakes in meal service, and seconds of preference food.

The agency currently employs food service staff and two contract Registered Dietitians who monitor and coordinate food service operations.

Specifications

1. The Contractor will adhere to all regulations standards that govern the Agency.
 - a. MDH, Division of Licensure and Certification
Minimum Standards of Operation for ICF/IDD Residential Treatment Facilities
 - b. CMS Standards
 - c. Policies and Procedures of the Agency
 - d. MDMH Policies and Procedures
2. When planning and preparing menus successful Contractor will adhere to the Agency's Food and Nutrition Services Manual and Policies and Procedures of the Agency. Copies are available from the RFP Coordinator.
3. Nourishments/Pantry Stock
 - a. Nourishment supplies will be requisitioned by the Agency's Nursing Staff to be provided by the Contractor out of pantry stock. Procedures to be agreed upon by Contractor and the Agency.
 - b. The Contractor will adhere to the Agency's and Nutrition Services Policies and Procedures, on file with RFP coordinator.
 - c. The Contractor's dietitians will develop a snack suggestion list appropriate for diets of persons in

each building. Contractor will consult with building Director on appropriate snacks.

- d. Nourishment supplies will be delivered at least once per week based on requisitions submitted by each building.
- e. Nourishment supplies budget for each building may not be exceeded without prior approval from the Agency's management. The Agency reserves the right to make changes in any buildings' nourishment supplies budget.
- f. The Contractor will maintain a set inventory level of nourishment supplies and will notify buildings when orders cannot be filled as requisitioned.
- g. The Contractor shall submit a price list for nourishments items, which contains firm and fixed pricing. Successful Contractor 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, (Food Away From Home) or 3%, whichever is greater.

4. Snacks

- a. The Contractor's Registered Dietician will develop a snack suggestion list appropriate for diets of persons served in each building. Contractor will consult with building staff on appropriate snacks.
- b. The Contractor shall provide special diet snacks which shall be prepared, labeled and delivered for all regular and therapeutic diets based on the diet orders.

5. Tube Feeding Formula and Supplies

- a. The Contractor shall establish a formulary of commercial tube feeding formula, with input from Agency staff as required.
- b. Tube feeding formula and tube feeding supplies will be delivered to each person's served building a minimum of once per week and based on the doctor's orders submitted on the diet lists.
- c. Tube feeding formula and tube feeding supplies will be purchased by the Agency through the group purchasing contract. The successful Contractor will provide distribution of tube feeding formula and supplies and will offer a fixed price for this service.
- d. The Contractor will manage stock and maintain par levels of tube feeding formula and tube feeding supplies based on diet orders of persons served.
- e. Tube feeding formula in both the ready to hang and carton form will be available.

6. Recreational Activities / Special Functions/Transition Training/Family Style Dining

- a. The Contractor shall provide food, beverages and needed supplies for recreational activities, special functions and transition training planned for persons served based on diet order and a selection of food and beverage offerings provided by the Contractor. Examples include but are not limited to picnics, sack lunches, cookouts and birthday parties.

- b. Recreational activities and special functions shall include all paper goods, disposable utensils, etc. as well as food and beverages.
- c. The Contractor shall establish and publish a reasonable “cut-off” time for final changes before special events.
- d. Recreational Activities / Special Functions and food and beverages for Family Style Dining shall be included in the fixed firm price for regular meals.

7. Serving of Employees of the Agency in Emergency Situations

- a. The Contractor shall make available, meals in the form of “Bag Lunch” type meals for employees of the Agency in the event of emergencies; such as shelter in place orders, and/or natural disasters, where leaving the facility is not an option for those employees. An option for more than one choice shall not be necessary in these instances.
- b. The Contractor shall provide a separate fixed firm price to provide these employee meals and an explanation or example of a “Bag Lunch” type meal. These meals will be billed as needed, as a separate line item when invoicing.

8. Food Production – Ordering, Receiving, Storing, Distribution

- a. Contractor shall adhere to the Agency Food and Nutrition Service Manual or Policies and Procedures as applicable, on file with the RFP coordinator.
- b. Contractor shall keep a sample of each food served for forty-eight (48) after the final serving.
- c. The following specifications established minimum quantities acceptable to the Agency in the procurement of raw foods by the Contractor. The Contractor 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.
- Fresh Fruits and Frozen Juices: USDA Grade A
- Frozen Vegetables: USDA Grade A
- Canned Vegetables: USDA Grade A or Fancy
- 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.

- No texturized Vegetable Protein or Monosodium Glutamate additives without explicit permission from the Agency.

9. Catering

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

10. Nutritional Care for Persons Served

- a. Contractor shall provide consulting services for the Agency if requested.
- b. Contractor shall ensure that menus meet RDI standards set by the USDA Dietary Guidelines for Americans, 2020-2025 and are approved and signed by a Registered Dietician that is licensed by the State of Mississippi.

11. QM/PI Requirements

- a. Contractor shall adhere to the Agency's Food and Nutrition Services Policies and Procedures, available from the RFP Coordinator.
- b. Contractor shall share benchmarking data from other Contractor clients with the Agency.
- c. Performance standards as approved by the Contractor and the Agency will be measured a minimum of twice yearly through an unannounced Environment of Care inspection, conducted by a team assigned by the Agency to include but not limited to (Risk Management, Infection Control, Maintenance and a Dietary Representative). Also, random unannounced Environment of Care inspections, will be conducted by a designee of the Agency to include compliance with sanitation, safety and acceptable levels of service.
 - Compliance with sanitation, safety and acceptable levels of service shall be monitored.

- If compliance is deficient, the Agency will notify the Contractor, deficiency will be corrected immediately or within a reasonable cure period. If not corrected, penalties will be assessed if applicable.
- d. When compliance rates fall below the expected standard, the Contractor must submit written corrective action plan to the Agency within five (5) calendar days of notification of the deficiency.
- e. The corrective action plan must include:
- How to correct the deficiency for persons affected.
 - How to identify those persons potentially affected by the same deficiency.
 - How to prevent the deficiency from recurring
 - How the Contractor will monitor and ensure compliance with the corrective action plan and prevent the same deficiency from reoccurring.
- f. Contractor shall participate in developing and implementing the plan of correction for survey deficiencies.
- g. The Agency 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.
- h. Contractor shall maintain an emergency preparedness plan which covers minimally inclement weather such as hurricanes, tornadoes and winter weather. The plan shall also address civil restriction from property (i.e. facility disturbances).
- i. The Contractor shall adhere to facility approved cycle menus with a minimum of substitutions.

12. Penalties

- a. At any time that the Contractor and the designated Agency Officer agree that performance standards are not being met, a penalty will be assessed.
- b. The penalty will be 1-1/2% of weekly billing until performance standards are met, with a minimum penalty of 1-1/2% of billing for the week immediately following discovery of noncompliance by the Agency staff.
- c. If the designated Agency Officer and the Contractor do not agree, the matter will be referred to the Agency Director for final decision.
- If the Agency Director finds the Contractor within compliance, penalty will not be assessed.
 - If the Agency Director finds the Contractor out of compliance, penalty will be assessed as stated above.
- d. Penalty will be assessed for non-timely corrective action.

- e. If a citation from an Agency or other survey, result in a monetary fine attributed to Contractor, Contractor will pay the fine.
- f. The Agency 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.
- g. Contractor shall pay any over claims due to the Contractor's negligence or non-compliance with any applicable regulations for one (1) year or as required by any oversight.

13. Sanitation and Safety

- a. Contractor shall adhere to the Agency's Food and Nutrition Policies and Procedures, the minimum standards of operation for ICF/IID and Policies and Procedures.
- b. Contractor shall be responsible for safety, sanitation and maintenance in the following areas:
 - Physical plant of main kitchen, restrooms and cafeterias including food service equipment. Contractor shall also be responsible for floor care to include disinfection/cleaning, waxing and supplies.
 - Food supply and storage, handling during preparation, transportation and service in person served and employee cafeterias.
 - Personal hygiene of food service employees.

14. Personnel

- a. Contractor shall adhere to Agency Food and Nutrition Services Manual or Policies and Procedures, available from the RFP Coordinator.
- b. The Agency shall reserve the right of final interview and approval for all management personnel. If at any time a vacancy occurs at any level of staffing, the vacancy must be filled within thirty (30) days or penalties will be assessed.
- c. Contractor 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 the Agency.
- d. Contractor shall be responsible for paying all of its employees to include management staff.
- e. Food service management staff are subject to the Contractor's direct supervision and approval and are members of the Contractor's staff.
- f. Food service personnel policies shall be those of the Contractor.
- g. In addition to on-site personnel, sufficient personnel must be employed by the Contractor's company to keep the food service operation current on new food products, menu ideas, appropriate research, and new food production equipment and methods.

- h. Consultation with the Contractor's supervisory and technical staff may be requested and utilized by Agency Administration for proper functioning of the food service program.
- i. Contractor 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.
- j. The expense of temporary employees will be borne entirely by the Contractor and these employees shall pass all security background checks and substance abuse testing prior to employment on State Property.
- k. Each party agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least twelve (12) months after this agreement terminates unless mutually agreed to in writing by the Agency and Contractor. All Agency employees (hourly and supervisory) transitioned to Contractor would be returned to Agency free of penalty. This provision shall survive the termination of this agreement.
- l. At the time of employee transition from Agency to Contractor, all employee obligations, including but not limited to accrued PTO dollars to employees, would be the responsibility of the Agency. Labor issues requiring legal advice should be addressed prior to the transfer of employees from Agency to Contractor. At the point of transition, both pay, benefits and legal obligations belong with Agency up to date of transition.
- m. Should labor problems arise to the extent that legal advice and assistance is necessary, such expenses as are associated with acquiring such advice and assistance shall be done exclusively by the Contractor.
- n. Contractor shall provide an on-site Registered Dietician in designated food service areas for each meal served during the course of an Agency licensure survey.
- o. Contractor shall provide information on the turnover rate for service staff and management staff.

15. Billing

- a. Only those meals actually prepared shall be billed according to census as provided.
- b. Pass meals for persons served on pass greater than 24 hours will not be billed.
- c. Contractor shall submit a weekly invoice to the Agency within three (3) days after the end of each week.
- d. Contractor shall submit a final invoice for the Agency Fiscal Year by July 30th each year.
- e. Each invoice shall show a breakdown by building of charges and an overall summary by Agency divisions.
- f. Contractor shall maintain documentation to support invoice amounts.

16. Financial Records/Monthly Reports (Deliverables)

- a. Contractor shall utilize generally accepting accounting principles and practices in the maintenance of financial records for the food service operation.
- b. Contractor shall permit the Agency or State of Mississippi Authorities to:

- Audit its accounts relevant to food service records and (e.g. invoice) and with at least five (5) days' notice.
 - 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.
- c. Contractor shall submit the following monthly reports to the Agency by the 15th of each month as applicable:
- Nourishments – Beginning budget and budget used by building
 - Snacks – Dollar amount used by building
 - Recreational Activities/Special Functions – Number of events, number of people prepared for, number actually served, food cost, labor cost per event.
 - Employee Dining – Amount Charged for the month
 - Commodity Activity – amounts received, used, in inventory, full value.

17. Resources to be Provided by the agency:

- 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 due to normal wear will be provided through negotiation between the Agency and Contractor.
- Pest control as required by regulatory agencies.
- All utilities, even during period of service interruptions such as bad weather, facility damage, renovation and construction.
- Local phone service
- Building preventative maintenance and repair inside and outside to include painting.
- Building and /or facilities renovations to accommodate changes directed by existing equipment owned by the Agency.
- Maintenance of grounds
- Maintenance and replacement of lighting
- Inventory of small wares which will be turned over to Contractor and upon dissolution of the contract the Contractor shall be responsible for replacement. The quantity and value of small wares will be determined and agreed upon at the time of transition and documented.
- The Agency will provide all waste and trash removal, including grease and oil, under the Agencies current contracts for such.

18. Resources to be Provided by the Contractor

- Serving of person served meals to include tray and bulk service, when applicable.

- Accounting for and returning, to the site of delivery, food pans in bulk service areas, insulated meal delivery trays and metal in those areas with tray service.
- Routine cleaning of food preparation areas, service areas, office areas, floors (to include waxing), and restrooms within primary food preparation buildings.
- Cleaning of person served cafeteria and employee cafeteria, ceilings, tables, chairs, walls, draperies, blinds, windows, and floors to include waxing. In the event that Agency staff has to perform these tasks the Contractor will be penalized.
- All pans, dishes, utensils, and supplies used in food production and service to persons served and employees and for catered events.
- Replacement of all small ware items due to wear and tear or damage due to negligence on the Contractor's part.
- Sufficient disposable tableware supplies and condiments for meal services in each building.
- Cleaning exterior hoods and ducts. Fire protection and interior duct cleaning would be done through the Agency's vendor as Agency's expense.
- Maintenance, repairs, and replacement of equipment owned by the Contractor.
- Building/Facilities renovation to accommodate new systems or changes implemented by Contractor upon review and approval by the Agency Director and any other oversight authority required, for the specified project.
- Repair, replacement and /or payment for damage to Agency property caused by Contractor negligence
- Vehicles for delivery of meals, nourishments, supplements and commodities
- Adequate numbers of delivery trucks of proper size and type for food service delivery demands
- Adequate numbers of Vans for quick delivery of items to persons served buildings
- Repair and replacement of vehicles
- Preventative and routine maintenance of vehicles
- Vehicle licenses, taxes and inspection costs
- Coffee makers in each person served building of adequate size to serve all persons at breakfast meal, if requested by the Agency Director.
- Long distance telephone service/fax, computer lines, in excess of existing service.

- Contractor shall prepare meals off-site or at an alternate location in the event that primary food preparation building cannot be used for food preparation. The Agency shall bear the cost for setup and operation of the alternate facility and the Contractor shall provide meals at contract pricing using the alternate facility or off-site location. Contractor shall have the responsibility for the setup and operation of the alternate facility or off-site location in the event the Agency cannot provide an alternate facility or off-site location and the Agency shall bear the cost of the setup and operation.
- Contractor shall submit a plan in accordance with the State of Mississippi Department of Health requirements to provide uninterrupted regulation approved food service in the event of an emergency, power-failure or disaster.
- The Contractor shall maintain par levels of emergency food, beverages and water to meet ICF/IDD regulations.

19. Training

- Contractor shall provide in-service training deemed necessary by the Agency for Agency employees and/or Contractor employees. This training shall include quarterly special topic training.
- Contractor shall adhere to Agency Food and Nutrition Services Policies and Procedures, available from the RFP Coordinator.
- Contractor management personnel will be given orientation to the Agency by Agency staff within the first week of employment on the Agency's campus.

20. Taxes, license, Insurance, Bonds

- Contractor 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.
- Contractor will maintain in effect at all times the following insurance coverage, coverage is to include Ellisville State School as additional insured. A copy of the certificate must be provided to the Contracts Officer before the commencement of service. If insurance coverage expires during the contract period, Contractor must promptly supply an updated copy the Contracts Officer for their file.
 - A. General Liability - \$2,000,000 each occurrence, \$4,000,000 General Aggregate
\$4,000,000 – Products
\$2,000,000 – Personal and adv. injury liability
 - B. Motor Vehicle coverage with a Combined Single Limit \$3,000,000.00
 - C. Umbrella liability - \$10,000,000 aggregate
 - D. Workers' Compensation statutory limit – Including employer's liability - \$1,000,000 each accident - \$1,000,000 disease – policy limit - \$1,000,000 disease each employee.
 - E. Excess Auto Policy - \$2,000,000 – Each Occurrence
 - F. The Contractor shall provide a Performance Bond payable to and in favor of the Agency and for the protection of Ellisville State School, as owner, for the work to be done in the amount of twenty-five percent (25%) of the awarded contract amount, per contract period. Which shall be combined 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. The Contractor shall provide bond within ten (10) business days after receiving notice from the Agency of the Intent to Award Contract.

In no event shall the requirement for an insurance, bond, or other surety be waived.

- All insurance policies will list the Ellisville State School as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency within ten (10) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within ten (10) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency sixty (60) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

21. Criteria for Termination of Contract/Amendment

- a. If identified problems with contract compliance are not corrected to the full satisfaction of the Agency within thirty (30) days of written notice to the Contractor; the contract may be cancelled.
- b. The contract may be terminated, for cause, upon 60 days' notice by either party.
- c. The contract may be terminated by the Agency at the end of any fiscal year due to the lack of funding.
- d. Upon expiration or termination of contract, the Contractor shall surrender peaceable Possession of the premises and all property of every kind furnished by the Agency in as good an order as when received, taking into consideration normal wear and tear and depreciation.
- e. The contract may be amended by mutual agreement by both parties to accommodate any needed changes.

22. Communication and Computer Access

- a. Contractor shall provide their own long-distance fax/telephone service as available through the local facility phone service provider in excess of provided services.
- b. The Agency shall offer campus standard electronic data connectivity to the Contractor. Any level of service in excess of this will be at the expense of the Contractor.
- c. Contractor shall provide their own computers, printers, software, and any other hardware/software necessary for connection and communication (email, time, reports, etc.) to the Contractor's home office, unless otherwise approved by the Agency Information Management Director.

23. Contractor Requirements

- Contractor will continue to use the current menu for the initial month or up to 8 weeks, at which point Contractor must submit a sample 4 week menu with nutritional analysis and menus shall change seasonally for Fall/Winter and Spring/Summer cycles and allow for special holiday meals and for recognized holidays. Information on menu substitution policy and procedures that will prevent excessive substitutions.
- Contractor must provide a description of its purchasing system.
- Contractor must provide detailed information on its in-service training and orientation program.
- Contractor shall provide a description of how Food Satisfaction Surveys will be utilized in the management of the food service program.
- Contractor shall not subcontract food service operations or utilize on-site contract labor or subcontract nutritional services without the express written consent of the Agency Director.
- Contractor shall provide established HACCP guidelines utilized in other facilities under contract management.
- Contractor shall interview Agency food service staff, employed at the time the contract is awarded, and consider them in primary selection for employment.

Additional Information: (Scope of Work/Specifications/Additional Information)

Diet Breakdown Information

Building	Bed Count	Diet Type	Service Type	Time(s)
Bayview	20	<ul style="list-style-type: none"> • 6 Pureed <ul style="list-style-type: none"> - 1 with no concentrated sweets, no lactose, and - 1 with only half bread servings and Benecalorie • 3 Ground <ul style="list-style-type: none"> - 1 with no concentrated sweets and bite-size bread - 1 with no concentrated sweets and no lactose - 1 with double meat portions • 1 Regular <ul style="list-style-type: none"> - diced meats and no salad or raw vegetables • 4 Honey Thickened Liquids • 3 Nectar Thickened Liquids 	Bulk	
Cypress	17	<ul style="list-style-type: none"> • 6 Pureed <ul style="list-style-type: none"> - 3 with no concentrated sweets - 1 with double portions - 1 with 1,400 calories • 5 Ground <ul style="list-style-type: none"> - 1 with 1,500 calories and diced bread - 1 with 1,600 calories and no concentrated sweets - 1 with moistened breads and no salad - 1 with 1,300 calories and ½ servings of bread • 3 Regular <ul style="list-style-type: none"> - 1 with 1,600 calories and no concentrated sweets - 1 with ground meats - 1 with diced meats • 3 Diced <ul style="list-style-type: none"> - 1 with no concentrated sweets and second ½ portion - 1 with 1 ½ servings of meat and vegetables at lunch • 4 Nectar Thickened Liquids • 1 Honey Thickened Liquids 	Bulk	
Gulf Oaks	16	<ul style="list-style-type: none"> • 5 Regular <ul style="list-style-type: none"> - 2 with diced meats and double portions - 2 with no concentrated sweets and 1,800 calories - 1 with 2,000 calories and low carb/sugar • 4 Pureed <ul style="list-style-type: none"> - 1 with double portions • 4 Ground <ul style="list-style-type: none"> - 1 with no concentrated sweets - 1 with pureed bread items and double portions - 1 with 1,600 calories and no concentrated sweets - 1 with double portions • 2 Diced 	Bulk	

		<ul style="list-style-type: none">- 1 with double portions at lunch and dinner- 1 with ground meats and double portions• 1 Liquid Diet at a nectar consistency • 1 Nectar Thickened Liquids		
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Attachment C
PROPOSAL PRICING FORM

Base Price Per Person Served per day: \$ _____ (\$ _____ **per meal**) includes the following, and billed weekly; (Weekly billing shall be adjusted as population totals and diet orders change).

Rate includes as follows;

- 3 Meals per day for approximately 42 individuals 365 days per year (52 weeks x 7 days per week).
- Passed snacks 3 times per day for all individuals (i.e., 10, 2, and HS nourishments)
- Extra meals:
 - Double portions for 12 individuals
 - Triple portions for 2 individuals
 - Double meat only portions for 6 individuals
 - Double vegetable-only portions for 10 individuals
 - 1 individual who receives 6 small meals per day
 - 1 individual who receives 5 small meals per day
- Distribution of supplements and tube feeding supplies (1x per week) (Supplies purchased by the Agency)
- Pantry Supplies up to \$ _____ annually; thereafter expense will be invoiced separately,
- Catering functions: Catering functions will continue as they have. The cost is not included in the meal price and shall be invoiced separately.
- Excludes Contract Dieticians wages paid by the Agency.

Fixed firm pricing for **Employee meals** as stated in section 7 of the RFP and an explanation of service.

Price Per Meal \$ _____.

Explanation of Service:

Name of Company: _____

Telephone: _____

Address: _____

City/State/Zip Code: _____

Authorized Binding Signature: _____

Printed Name: _____ 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 90 days from the date of the final proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any or all services by the Agency a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful Contractor 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 Contractor

Attachment D

**Food Service Management / RFP 3120002740
MEAL PRICING SLIDING SCALES**

(Average Meals Per Meal Is)

	Offeror shall determine price reduction which shall not be less than X minus 1.5% of X
	Offeror shall determine price reduction which shall not be less than X minus 1.0% of X
	Offeror shall determine price reduction which shall not be less than X minus .5% of X
	X (Base Price Per Meal)
	X Plus 1.0% of X

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

Attachment E

EVALUATION FORM

RFP 3120002740 (FOOD SERVICE MANAGEMENT SERVICES)

For reference only, to be complete by the Agency Evaluation Committee

OFFEROR NAME: _____

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

Criteria	Maximum Score	Actual Score	Comments
Technical Factors (17.5%) 17.5 Points	17.5 Points		
Price (35%) 35 Points	35 Points		
Management – Plan for Performing Required Services	20 Points		
Management – Ability to Perform the required services as reflected by the technical training and education, general experience, specific experience (10%) 10 Points	10 Points		
Management – Qualifications and abilities of personnel proposed to be assigned to perform the services. (10%) 10 Points	10 Points		
Management – Record of Past Performance (7.5%) 7.5 Points	7.5 Points		

Total Overall Score: _____ **100 Max Points** **Score:** _____

Evaluator's Signature: _____

Job Title: _____

Date: _____

Attachment F

EVALUATION FORM SCORING GUIDE

RFP 3120002740 (FOOD SERVICE MANAGEMENT SERVICES)

For reference only, to be complete by the Agency Evaluation Committee

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)	17.5	Offeror submits a written detailed plan addressing all requirements of the RFP	
Plan for performing required services	20	Offeror demonstrates experience in meal preparation producing nutritious, good tasting food and day to day business Operation. Offeror demonstrates knowledge of applicable regulations. Offeror submits a written listing of all available resources to be made available by the contract start date. Offeror submits a detailed written plan outlining provision of employee cafeteria Services. Understanding of Regulation Requirements.	
Ability to Perform the required services as reflected by the technical training and education, general experience, specific experience (10%) 10 Points	10	Offeror explains certification and training/education requirements for proposed personnel.	
Qualifications and abilities of personnel proposed to be assigned to perform the services. (10%) 10 Points	10	Offeror submits resumes of all key personnel to be assigned on-site and in support in performance of the contract.	
Past performance	7.5	Offeror must provide at least five (5) customer references recent within ten (10) years	

Attachment G

PROPOSAL ACKNOWLEDGEMENT AND AUTHORIZATION FORM

FOR PROPOSED AGREEMENT 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 Ellisville State School at South MS Regional Center. He/she further acknowledges that the offerer's proposed equipment, materials and/or services fully meet or exceed those as specified in Ellisville State School at South MS Regional Center's Request for Proposal for food service management services. Additionally, the offeror agrees that all of its proposal documents and responses to the aforementioned Request for Proposal will, at the option of the Agency, become a legally binding and essential portion of the final contract between the offeror and the Agency.

2. The undersigned hereby agrees that all information contained in this Request for Proposal is "Confidential and Proprietary Information," and agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations thereunder by legal means), without authorization in writing by an authorized Project Officer of the Agency.

3. By signing below, the undersigned acknowledges that he/she is a duly authorized agent of the company listed below and, as such, agrees to all above terms and conditions of the RFP for food service management services in whole, with exception of those noted as required and with exception of those amendments as acknowledged in writing to offeror and signed by a duly authorized agent of the Agency.

Company Name: _____

Name of Authorized Agent (Printed): _____

Signature of Authorized Agent: _____

Date: _____

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

ATTACHMENT H

Certifications and Assurances

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

1. REPRESENTATION REGARDING CONTINGENT FEES

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

2. REPRESENTATION REGARDING GRATUITIES

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

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

4. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

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

Name/Title: _____

Signature/Date: _____

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

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

**Attachment I
RFP 31220002740
Request for Proposal for Food Services Management
Procurement Exception(s)**

Offeror taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Offeror shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the offeror's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

Procurement Section and Page Number	Original Language	Requested Change/Exception	Agency Decision
1.			
2.			
3.			
4.			
5.			

Name/Title: _____

Signature/Date: _____

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

ATTACHMENT J

REQUIRED CLAUSES FOR SERVICE CONTRACTS RESULTING FROM THIS RFP

1. Applicable Law: The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
2. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. Availability of Funds: It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. Compliance with Laws: Contractor understands that the State of Mississippi is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
5. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*
6. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:
 - a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

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

7. Insurance Contractor will maintain in effect at all times the following insurance coverage, coverage is to include Ellisville State School as additional insured. A copy of the certificate must be provided to the Contracts Officer before the commencement of service. If insurance coverage expires during the contract period, Contractor must promptly supply an updated copy the Contracts Officer for their file.
- G. General Liability - \$2,000,000 each occurrence, \$4,000,000 General Aggregate
\$4,000,000 – Products
\$2,000,000 – Personal and adv. injury liability
 - H. Motor Vehicle coverage with a Combined Single Limit \$3,000,000.00
 - I. Umbrella liability - \$10,000,000 aggregate
 - J. Workers’ Compensation statutory limit – Including employer’s liability - \$1,000,000 each accident - \$1,000,000 disease – policy limit - \$1,000,000 disease each employee.
 - K. Excess Auto Policy - \$2,000,000 – Each Occurrence
 - L. The Contractor shall provide a Performance Bond payable to and in favor of the Agency and for the protection of Ellisville State School, as owner, for the work to be done in the amount of twenty-five percent (25%) of the awarded contract amount, per contract period. Which shall be combined 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. The Contractor shall provide bond within ten (10) business days after receiving notice from the Agency of the Intent to Award Contract.

In no event shall the requirement for an insurance, bond, or other surety be waived.

- All insurances policies will list the Ellisville State School as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency within ten (10) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within ten (10) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor’s expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency sixty (60) days advance notice of any insurance cancellation.

- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
 - There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.
8. Paymode: Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor’s choice. The State 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 State is exempt from the payment of taxes. All payments shall be in United States currency.
9. Procurement Regulations: The contract shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.
10. Renewal of Contract: Upon written agreement of both parties at least sixty (60) days prior to each contract anniversary date, the contract may be renewed by the Agency for a period of three (3) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed three (3).
11. Representation Regarding Contingent Fees: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid.
12. Representation Regarding Gratuities: The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *PPRB OPSCR Rules and Regulations*.
13. Stop Work Order:
- a. *Order to Stop Work:* The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
 - b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in Contractor’s cost properly allocable to, the performance of any part of this contract; and,

- ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
- d. *Adjustment of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

14. Termination for Convenience:

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

15. Termination for Default:

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee

shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

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

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

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

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

ATTACHMENT K

OPTIONAL CLAUSES FOR USE IN SERVICE CONTRACTS RESULTING FROM THIS RFP

1. Anti-assignment/Subcontracting: Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the **prior** written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Antitrust: By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Agency all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the particular goods or services purchased or acquired by the Agency under said contract.
3. Attorney's Fees and Expenses: Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.
4. Authority to Contract: Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
5. Change in Scope of Work: The Agency 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 Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If 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 Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

6. Claims Based on a Procurement Officer's Actions or Omissions:
 - a. Notice of Claim. If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
 - i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:

- (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
- (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
- (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
 - iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
- c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.
7. Information Designated by Contractor as Confidential: Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. As provided in the contract, the personal or professional services to be provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information.

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

8. Confidentiality: Notwithstanding any provision to the contrary contained herein, it is recognized that Agency is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated §§ 25-61-1 *et seq.* If a public records request is made for any information provided to Agency pursuant to the agreement and designated by the Contractor in writing as trade secrets or other proprietary confidential information, Agency shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Agency shall not be liable to the Contractor for disclosure of information required by court order or required by law.
9. Contractor Personnel: The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the Agency reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
10. Copyrights: Contractor agrees that Agency shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this agreement. Further, Contractor hereby grants to Agency a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this agreement, but which is incorporated in the material furnished

under the agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

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

12. **Disclosure of Confidential Information:** In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

13. **Exceptions to Confidential Information:** Contractor and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
 - 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.

14. **Errors in Extension:** If the unit price and the extension price are at variance, the unit price shall prevail.

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

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

17. Final Payment: Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor shall execute and deliver to the Agency a release of all claims against the State arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the State's claims against Contractor under this contract.
18. Force Majeure: Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
19. HIPAA Compliance: Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
20. Indemnification: To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion upon approval of the Office of the Mississippi Attorney General, 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. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
21. Independent Contractor Status: Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

22. Infringement Indemnification: Contractor warrants that the materials and deliverables provided to the customer under this agreement, and their use by the customer, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the customer the right to continue using such items. Should Contractor fail to obtain for the customer the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the customer to discontinue using such items, in which case Contractor will refund to the customer the fees previously paid by the customer for the items the customer may no longer use, and shall compensate the customer for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the customer to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, the State against, and pay all costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

23. Integrated Agreement/Merger: This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.

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

25. No Limitation of Liability: Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

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

For the Agency:	For Contractor:
Channon Cuevas, Contract Analyst	
Ellisville State School	
1101 Highway 11 South	
Ellisville, MS 39437	

27. Non-solicitation of Employees: Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.

28. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by Contractor.
29. Ownership of Documents and Work Papers: Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to Agency upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from Agency and subject to any copyright protections.
30. Patents and Royalties: Contractor covenants to save, defend, keep harmless, and indemnify the Agency and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost--including court costs and attorney's fees, charges, liability, and exposure, however caused--for or on account of any copyright or patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Agency. If Contractor uses any design, device, or material covered by patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way in the work.
31. Quality Control: Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
32. Record Retention and Access to Records: Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.
33. Recovery of Money: Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of Contractor.
34. Requirements Contract: During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than

the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

35. Right to Audit: Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.
36. Right to Inspect Facility: The State may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the State.
37. Severability: If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
38. 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.
39. 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.
40. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.
41. Waiver: No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
42. Assignment and Transfer: Neither this Agreement nor any right or obligation hereunder may be assigned by any Party without the prior written consent of the other Parties, and any attempted assignment without the required consents shall be void.
43. This agreement is governed by the terms and conditions of Section 6032 of the Deficit Reduction Act of 2005 known as the False Claims Recovery Act, included in their entirety, by reference here.

Attachment L

Sample Contract for Food Service Management

This Contractual agreement is entered into by and between Ellisville State School at South Mississippi Regional Center, hereinafter "Agency" and _____, hereinafter "Contractor" for the provision of services as set out herein.

1. Commencing June 1, 2024, the Contractor shall operate as an Independent Contractor for the Agency. All attachments as mentioned and attached hereto to this contract shall be made a part of the contract as if fully copied herein.
2. The Contractor agrees to provide services to the Agency as describe on attachment B, and to adhere to the Specifications as stated in proposal in RFP 3120002740. A copy of the specifications to the RFP shall be made part of this contract as part of Attachment B "Scope of Work".
3. For consideration of services the Contractor shall be paid at the rates as provided on attachment C. The maximum amount of the contract shall be, _____.
4. The period of performance shall be for two (2) years, beginning June 1, 2024 and ending May 31, 2026. Upon written agreement of both parties at least sixty (60) days prior to each contract anniversary date, the contract may be renewed by the Agency for a period of three (3) successive one (1) year periods under the same prices, terms and conditions as in the original contract subject to approval by the PPRB. The total number of renewal years permitted shall not exceed three (3).
5. This agreement is governed by the terms and conditions of Section 6032 of the Deficit Reduction Act of 2005 known as the False Claims Recovery Act, included in their entirety, by reference.
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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
7. Approval: It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
8. Availability of Funds: It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
9. Compliance with Laws: Contractor understands that the State of Mississippi is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

10. E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

11. E-Verification: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

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

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

12. Insurance Contractor will maintain in effect at all times the following insurance coverage, coverage is to include Ellisville State School as additional insured. A copy of the certificate must be provided to the Contracts Officer before the commencement of service. If insurance coverage expires during the contract period, Contractor must promptly supply an updated copy the Contracts Officer for their file.

- General Liability - \$2,000,000 each occurrence, \$4,000,000 General Aggregate
 \$4,000,000 – Products
 \$2,000,000 – Personal and adv. injury liability
- Motor Vehicle coverage with a Combined Single Limit \$3,000,000.00
- Umbrella liability - \$10,000,000 aggregate
- Workers' Compensation statutory limit – Including employer's liability - \$1,000,000 each accident - \$1,000,000 disease – policy limit - \$1,000,000 disease each employee.
- Excess Auto Policy - \$2,000,000 – Each Occurrence
- The Contractor shall provide a Performance Bond payable to and in favor of the Agency and for the protection of Ellisville State School, as owner, for the work to be done in the amount of twenty-five percent (25%) of the awarded contract amount, per contract period. Which shall be combined 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. The Contractor shall provide bond within ten (10) business days after receiving notice from the Agency of the Intent to Award Contract.

In no event shall the requirement for an insurance, bond, or other surety be waived.

- All insurance policies will list the Ellisville State School as an additional insured.
- All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi, meaning insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
- Contractor shall submit to Agency within ten (10) days of notification of intent to award, a certificate of insurance and/or bond which outlines the coverage and limits defined in the procurement and contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within ten (10) day period may be cause for your bid to be declared non-responsive or for your contract to be cancelled.
- Contractor shall obtain at Contractor's expense the insurance and/or bond requirements specified in the procurement and contract prior to performing under this Contract, and Contractor shall maintain the required insurance and/or bond coverage throughout the duration of this Contract and all warranty periods. There are no provisions for exceptions to this requirement.
- Contractor shall not commence work under this contract until it obtains all insurance and/or bond required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. After work commences, the Contractor will keep in force all required insurance and/or bond until the contract is terminated or expires.
- Contractor shall submit renewal certificates as appropriate during the term of the contract.
- Contractor shall instruct the insurers to provide the Agency sixty (60) days advance notice of any insurance cancellation.
- Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance and/or bond coverage(s), that written notice will be delivered to the Agency Chief Procurement Officer.
- There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance and/or bond coverage(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by Agency.

13. Paymode: Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State 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 State is exempt from the payment of taxes. All payments shall be in United States currency.

14. Procurement Regulations: The contract shall be governed by the applicable provisions of the *PPRB OPSCR Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

15. Renewal of Contract: Upon written agreement of both parties at least sixty (60) days prior to each contract anniversary date, the contract may be renewed by the Agency for a period of three (3) successive one-year period(s) under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed three (3).

16. Representation Regarding Contingent Fees: Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid.

17. Representation Regarding Gratuities: The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *PPRB OPSCR Rules and Regulations*.

18. Stop Work Order:

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

19. Termination for Convenience:

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

20. Termination for Default:

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

21. Termination Upon Bankruptcy: This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for

satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

- 22. Trade Secrets, Commercial and Financial Information:** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 23. Transparency:** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
- 24. Anti-assignment/Subcontracting:** Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the **prior** written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- 25. Authority to Contract:** Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 26. Change in Scope of Work:** The Agency 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 Contractor that the scope of the project or of Contractor’s services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Agency and Contractor.

If 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 Contractor, Contractor must immediately notify the Agency in writing of this belief. If the Agency believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

- 27. Claims Based on a Procurement Officer’s Actions or Omissions:**
- a. *Notice of Claim.* If any action or omission on the part of a Chief Procurement Officer or designee of such officer requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall

continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- i. Contractor shall have given written notice to the Chief Procurement Officer or designee of such officer:
 - (1) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;
 - (2) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or,
 - (3) within such further time as may be allowed by the Chief Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Chief Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Chief Procurement Officer or designee of such officer;

- ii. The notice required by subparagraph (a) of this paragraph describes, as clearly as practicable at the time, the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and,
 - iii. Contractor maintains and, upon request, makes available to the Chief Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.
- b. *Limitation of Clause.* Nothing contained herein shall excuse Contractor from compliance with any rules of law precluding state officers and Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract.
 - c. *Adjustment of Price.* Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

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

29. Debarment and Suspension: Contractor certifies to the best of its knowledge and belief, that it:

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

30. Failure to Deliver: In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and

hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

- 31. Failure to Enforce:** Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
- 32. Force Majeure:** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
- 33. HIPAA Compliance:** Contractor agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- 34. Indemnification:** To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney’s fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State’s sole discretion upon approval of the Office of the Mississippi Attorney General, 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. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General, which shall not be unreasonably withheld.
- 35. Independent Contractor Status:** Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker’s Compensation, normally provided by the State for its employees.

- 36. Modification or Renegotiation:** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.
- 37. Notices:** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:	For Contractor:

- 38. Non-solicitation of Employees:** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the State and Contractor.
- 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 must be made in writing by the Agency and agreed to by Contractor.
- 40. Quality Control:** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor’s staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
- 41. Requirements Contract:** During the period of the contract, Contractor shall provide all the service described in the contract. Contractor understands and agrees that this is a requirement contract and that the Agency shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Agency for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the Agency is under no obligation to Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the Agency may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 42. 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.
- 43. Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of Contractor.

44. Assignment and Transfer: Neither this Agreement nor any right or obligation hereunder may be assigned by any Party without the prior written consent of the other Parties, and any attempted assignment without the required consents shall be void.

Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity 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 the Contractor on the basis of draftsmanship or preparation hereof.

Date

Contractor

Address

Address

Printed Name: _____

Title: _____

Date

Agency Director

Ellisville State School

Date

Program Director

Ellisville State School at South MS Regional Center

Date

Assistant Director

Ellisville State School

Date

Contract Analyst

Ellisville State School

Date

Business Services Director

Ellisville State School

**ATTACHMENT M
Proposal Cover Page**

Proposals are to be submitted as directed in Section 11, Proposal Format, of this RFP, on or before October 31, 2023, 9:00 am CST.

Company Representative	
Company Representative Title	
Company Representative Mailing Address	
Company Representative Mailing City, State, Zip	
Company Representative Telephone Number	
Company Representative E-Mail Address	

Please identify the Office/Branch which will provide services for ESS if different from above:

Office Contact Person	
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Office Contact Person Physical Address	
Office Contact Person City, State, Zip	
Office Contact Person Mailing Address	
Office Contact Person City, State, Zip	

Are you currently registered as a Supplier in MAGIC? ___ Yes ___ No
 If known, what is your Supplier number? _____
 Are you currently registered with PayMode™? ___ Yes ___ No

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

1. That the Offeror will perform the services required at the prices stated in their proposal.
2. That the pricing submitted will firm for the contract term.
3. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
4. That the Offeror has submitted copies of the required insurance certificates to meet the minimum qualifications as stated in Section 8, and should the Offeror be awarded the contract, will add Ellisville State School as an additional insured.
5. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.

6. The Ellisville State School utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode™. To do business with the State of Mississippi, all Suppliers must be registered with both systems.

Signature: _____

Date: _____